



City Entrance Signs

PWP-2019-12
April 3, 2019



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1.0 Introduction

The City of Weyburn (“the City”) is seeking quotations for the following components of an ongoing signage project:

- Part A - Design
- Part B - Fabrication
- Part C - Installation

Costs are to be associated with the design, construction and placement of six (6) identical units, to be installed at separate locations (indicated in Appendix A) surrounding the community.

Background

Weyburn is recognized as one of the more desirable places to live and work in Saskatchewan, with over 10,500 residents calling Weyburn home. The city is also within a 10 hour drive of five million people and a trading area population of 30,000. With three highways running through the community, this project is an ideal opportunity to showcase your work.

Weyburn’s rich soils, prairie landscape, rivers, parks and open spaces are cornerstones to the community’s identity. A silhouette of the sun has been the identity of the City of Weyburn’s logo for decades and the “land of the living skies” makes up the surrounding scenery of the community.

2.0 Scope of Services and Requirements

The City of Weyburn, Saskatchewan is soliciting for qualifications and proposals from established firms, to design for the construction of gateway monument signs at various entrance locations to the City. Currently, there are four (4) existing signs positioned throughout the City; these are slated to be removed. Six (6) locations have been identified for the new gateway signs (Appendix A). The City of Weyburn seeks an experienced firm to design the signs and all related landscape and hardscape surrounding each of the signs. Designs must be detailed enough to issue for construction, following Weyburn City Council approval for the conceptual design.

The City will require a full range of services, including but not limited to: general consulting, design and drafting, preparing specifications and documentation for sign fabrication, procurement and/or manufacturing and installation.

The City retains the option to extend this agreement, under similar terms and conditions, for an additional term to facilitate additional work, to be determined following the completion of the deliverables.

2.1 Design Requirements

It is anticipated that designs should emphasize natural stone or brick and metal. Estimates should provide for solar-powered LED lighting; none of the locations are wired (wiring is not an available option). The six signs should be complimentary and not different from each other. The goal is to standardize the entrance signage with a consistent look that enhances each site. Proposed designs should be proportionate to the site and not obstruct traffic sight-lines. Landscaping, if proposed, should require minimum maintenance. Ideally, information from the Background section of this document (i.e. the “Sun”) and appendices will guide the overall design of these units. The successful bid will demonstrate compliance with the design intent of the City, structural soundness and integrity, ease of installation, ease of maintenance, quality of the proposed design and proposed materials.

The successful firm is expected to provide the following:

- a. Provide conceptual design drawings for two (2) sign styles that match the City criteria for entrances (in pdf, dwf and/or dwg format) associated with detailed estimate and lump sum cost.
- b. Provide drawings for each sign including landscape and hardscape.

Upon selection of preferred design, the selected proponent will be expected to conduct meetings with staff to discuss the conceptual designs and visual preferences, to finalize the design. Subsequently, one (1) final design drawing is to be prepared, including color specifications, font(s), exact dimensions, letter height(s), materials, mounting details and material performance standards with written statements explaining the rationale for design choices, to be submitted. Design will then be presented during a study session to the Planning Commission and the City Council for their input/feedback.

The City is seeking to award, at least in part, on the basis of innovation and creativity. Examples of existing signs (other communities), desired components and elements are noted in Appendix B. Contractors may choose to bid the full RFP, or partially. If opting to bid on design alone: Design submission should provide sample illustrations and construction drawings for sign installation, suitable for seeking construction bids for fabrication and installation.

Alternatively, respondents are asked to provide a standard design option, along with well-documented examples of recent, relevant works completed, minimum three (3), which may be considered in lieu of a “custom” submission.

2.2 Fabrication Requirements

Respondents are requested to provide materials recommendations related to the designed product. Features such as:

- a. Develop an attractive, legible and easily understood design;

- b. Design types should be sensitive to issues of clutter, maintenance, budget and change over time;
- c. UV resistance, durability;
- d. Impact resistance;
- e. Anti-graffiti coatings;
- f. Visibility, aesthetic, etc;
- g. Provide a cost analysis to fabricate and implement recommendations.

The Contractor is asked to be specific, in terms of recommendations, and itemize costs in estimate, e.g., providing a listing of material and assembly costs, by product grouping (assuming more than one option is presented or suggested).

2.3 Installation Application

Contractors are asked to provide cost, list equipment, time and personnel required to install all entrance signs at the locations indicated. Any site preparation costs to be included, additional support or/and anchoring at the given locations (Appendix A).

2.4 Contractor Responsibilities

- The Contractor will supply all materials, equipment and labour associated with the scope of work.
- The Contractor shall be responsible for the integrity of materials.
- The Contractor shall be responsible for the storage of materials and equipment which shall not be in any City facilities or in the public Right of Way (ROW).
- The Contractor will provide and maintain the necessary detour signs, construction signage, barricades, lights and provisions for public convenience and safety.
- The Contractor will provide notice to the City prior to performing installation. The Contractor is to coordinate work details with the Project Manager and provide updates to the Project Manager as needed.
- The Project Manager will conduct site visits, as required, to evaluate the contractor's work and to gauge the quality, safety and delivery of service.
- The Contractor will participate in scheduled meetings with the City of Weyburn, as required.
- All work performed on the project shall comply with all applicable codes and regulations.

2.5 City Responsibilities

- The City will be responsible for securing permitting from the appropriate jurisdiction, to install signage within rights-of-way.
- The City will review traffic accommodation plan, for approval.
- The City will provide available record drawings for City owned facilities. The City is not responsible for the accuracy of supplied drawings.

2.6 Warranty

The proponent agrees to execute and complete the scope of work as stated herein, and warranty such work for a period of two (2) years from date of completion.

2.7 Project Schedule

Design is to commence immediately, expected to complete before the end of July, 2019. It is anticipated that assigned works be substantially complete by October 30, 2019.

3.0 Performance Measures

The work performed greatly impacts the Weyburn community, and directly influences public safety, health and well-being. The Contractor shall ensure performance of all work conforms to OH&S regulations, industry safety measures, all codes and regulations and all City regulations. The Contractor shall abide by all traffic regulations, requirements and orders, City allowed work hours, City holiday schedule, etc.

4.0 Terms and Conditions

It is very important to review and understand all the terms and conditions, as well as all the policies and programs listed in this section. The City will award contracts only to firms that are able to meet the requirements listed below following contract award:

- a. Business License: The firm selected for this contract shall obtain or provide proof of having a current City of Weyburn Business License.
- b. Insurance Requirements: The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract.

5.0 Third Party Agreement

The Third Party agrees to indemnify and save harmless Canada, Saskatchewan, the Recipient, their officers, servants, employees or agents from and against claims, demands, loss, expenditures, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss of infringement of rights caused by or arising directly or indirectly from:

- a. This contract.
- b. The performance of a contract or the breach of any term or condition of it by the Third Party, its officer, servant employees or agents.

- c. Any omission or other willful or negligent act of the Third Party, their respective officers, servants, employees or agents.

The Third Party agrees that nothing in this Contract is to be construed as authorizing the Third Party to contract for or to incur any obligation on behalf of Canada, Saskatchewan or the Recipient or to act as agent for them.

6.0 Quantities

Quantities shown in the Form of Tender are estimates and indicate only the general magnitude of the Work. The quantities are not in any way guaranteed. The City reserves the right to increase or decrease quantities or eliminate items from the Work. The City reserves the right to eliminate items at the time of award of Contract.

7.0 Rejected Work, Deductions and Delay of Work

7.1 Rejected Work

In the case that Works are not according to standard or otherwise have been determined to be unacceptable, the Contractor must:

- a. Promptly remove, re-execute or replace any and all rejected Work or Product whether incorporated in the Work or not, which has been identified by the City as not conforming to the Contract Documents.
- b. Bear all costs related to the removal, re-fabrication or replacement of rejected Work or Product including delays or damage to the Work of any other contractor. Correction is required whether or not the rejected Work or Product was previously overlooked by the City or did not become apparent until a later time.
- c. Reimburse the City for any additional engineering, inspection, testing or other related costs incurred in respect of rejected Work or Product whether or not the Work or Product are rejected or are accepted at a reduced price.

7.2 Deductions for Deficient Work

If, in the opinion of the Engineer, it is not expedient to correct defective Work or Work not done in accordance with the Contract Documents, the City may deduct the difference between the Work done and the Work called for by the Contract from the Contract Price. The difference in value will be as determined by the Engineer. Further:

- a. This Article in no way limits or qualifies the duty of the Contractor to perform and complete the Work in strict conformance with the requirements of the Contract Documents.

- b. This Article in no way constitutes agreement on the part of the Owner to a limitation of recoverable damages in the event that cost of correction is uneconomic.

8.0 Termination, Cancellation and Suspension of Contract

8.1 City of Weyburn's Right to Terminate

In this section, "Contractor" also includes any corporation that directly or indirectly controls the Contractor.

In any of the following situations, the Contractor is in default under this Contract and the City of Weyburn may, without prejudice to any other right or remedy it may have, terminate this Contract by providing written notice to the Contractor to that effect:

- a. If the Contractor fails to diligently carry out the Work as provided in this Contract, including failure by the Contractor to achieve progress in the performance of the Work as described in this Contract and the Contractor does not remedy or commence remedying the failure within 10 days after receiving written notice of it from the City of Weyburn, or fails to diligently continue to remedy the failure thereafter to completion.
- b. If the City of Weyburn gives the Contractor notice of a default of this Contract and the Contractor fails to remedy or commence remedying such default within 10 days after such notice, or fails to diligently continue to remedy such default thereafter to completion.
- c. Upon occurrence of any of the following events, namely, if the Contractor:
 - i. Is bankrupt or insolvent or has committed or suffered any act of bankruptcy or insolvency;
 - ii. Makes any general assignment for the benefit of its creditors;
 - iii. Is subject to the appointment of a receiver, manager, trustee or liquidator in respect of the Contractor or its business and such appointment is not being contested in good faith by appropriate proceedings (in which case the termination is deemed to take place one day before such appointment);
 - iv. Ceases to carry on business or threatens to cease to carry on business;
 - v. Has liquidated itself under the direction of a court or otherwise; or
 - vi. Has commenced proceedings or the passing of an effective resolution for the dissolution, liquidation or winding up of itself.

8.2 Cancellation by City of Weyburn

The City of Weyburn may cancel this Contract, without cause, upon written notice to the Contractor to that effect. If the City of Weyburn cancels this Contract, the following provisions apply:

- a. Upon the date of the giving of such notice of cancellation or such other date of cancellation indicated in the notice of cancellation, the Contractor shall stop the performance of the Work to the extent directed in the notice of cancellation;
- b. The Contractor shall use its best efforts to minimize all costs incurred by the Contractor and all Subcontractors as a result of cancellation of the Work.

8.3 Rights on Termination or Cancellation

Upon termination or cancellation of this Contract, the City of Weyburn may take possession of the Work and finish the Work by whatever method it deems expedient. All warranties under this Contract will survive termination/cancellation of the engagement of the Contractor to the extent applicable to the Work performed to the date of termination/cancellation.

Upon the Contractor delivering or making available to the City of Weyburn all aspects of the Work as they exist at the date of cancellation/termination the City of Weyburn shall pay to the Contractor:

- a. The value of the Work performed to the date of cancellation/termination calculated with reference to the Contract Price and any applicable payment milestones set out in this Contract; and
- b. All actual direct expenses, charges and liabilities reasonably incurred by the Contractor necessitated by the cancellation/termination.

The City of Weyburn is in no way liable to the Contractor for any loss or damages in any manner based upon, arising out of, resulting from or attributable to any cancellation/ of this Contract or any termination by the City of Weyburn of the engagement of the Contractor to provide any Work or any suspension of Work including, without limitation, for any damages for loss of profit, loss of revenue or loss of anticipated business suffered or incurred by the Contractor.

8.4 Suspension by the City of Weyburn

The City of Weyburn may suspend the performance of any Work at any time, from time to time, by giving the Contractor written notice. Upon the City of Weyburn notifying the Contractor that the suspension has ceased, the Contractor shall, as quickly as reasonably possible, resume the performance of the Work to the extent requested by the City.

9.0 Conflict of Interest, Confidentiality and City-Contractor Relationship

Contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Contractor specifically agrees to the following:

- a. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Contractor represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest Contractor may have with respect to any other person or entity which has any interest adverse or potentially adverse to the City.
- b. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Contractor are also considered the work product of the City and shall not be communicated to any person except as specifically authorized in writing signed by the City.
- c. If a Proponent is later determined to have failed to disclose a Conflict of Interest and/or the Conflict of Interest is falsely or insufficiently reported, the City of Weyburn may terminate or cancel the Contract, which may have been entered into with such Proponent.

10.0 Response Requirements

Proponents are requested to submit one (1) original and/or an electronic copy of their proposal. Proponents should also label the Proposal envelope with the RFP Title, the Proponent's name and address, and the RFP# (PWP-2019-12). The following instructions are to be considered as an integral part of this proposal. Unless otherwise requested, only one copy of the proposal needs to be submitted. The person signing the bid form must initial any changes or corrections made to this proposal. The proposal response format should include:

- a. **Cover Letter:** The cover letter should exhibit the Respondent's understanding and approach to the project. It should contain a summary of Respondent's ability to perform the services described and confirm that the Respondent is willing to perform those services and enter into a contract with the City.
- b. **Project Understanding:** Provide a statement summarizing how the consultant and/or project team is particularly qualified for this project.
- c. **Qualifications and Capabilities:** General Firm Information, experience of project team, documented previous projects.
- d. **Technical Approach:** Illustrate and describe proposed technical solution and compliance with the RFP, implementation of the signage project.
- e. **Project Schedule:** Detailed description of project milestones with specific dates of completion.
- f. **Outline of Deliverables:** Description of meetings, sketches, refined drawings included in the cost.
- g. **Proposal Cost:** Lump sum cost to complete project as specified. The person, firm or corporation making the proposal shall submit their bid for RFP for Gateway Entrance Signage complete with the firm's company name, bid title, and bid date.
- h. **References:** Three (3) references, including current contact name and phone number for similar projects.

Following tendering, an award shall be made to one firm for the total bid. The City shall accept and evaluate all responses and determine which company best meets the qualifications and maximizes benefits. Proposals will be reviewed by members of staff and a recommendation shall be forwarded to the City Council for approval, if necessary. Upon review of the proposals submitted, the City may conduct interviews with respondents to supplement the information necessary for the selection process. The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid.

11.0 Rejection of Proposal Elements

All responses to the RFP become the property of the City. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal. This project is subject to budget constraints. The City reserves the unqualified right to modify, suspend, or terminate, at its sole discretion, any and all aspects of the RFP and/or RFP process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFP or any responses by any Contractor teams and to request and obtain additional information from any candidate submitting a proposal. Further, a proposal risks being rejected for any of the following reasons:

- a. Proposal received after designated time and date.
- b. Proposal received at other than the designated location.
- c. Proposal not containing the required elements, exhibits, nor organized in the required format.
- d. Proposal contains excess or extraneous material not called for in the RFP.
- e. Proposal considered not fully responsive to this RFP.

12.0 Evaluation Process

Selection of a successful proposal will be based upon the following selection criteria:

1. Understanding of project as demonstrated in the proposal including conciseness and thoroughness and identification of issues and approaches/solutions.
2. Ability to provide design services with a final lump-sum total price.
3. Team qualifications/experience.
4. Extent of experience on similar projects including developing Gateway Signage Plans and completion of comparable projects.
5. Design/implementation schedule and availability to immediately begin project.
6. References.
7. Quality of sample work.

The City may ask questions of a clarifying nature from bidders, as required. The City reserves the right to award the tender in whole or in part, or to cancel the tender at any point. The lowest or any tender will not necessarily be accepted.

The City to retain sole rights and ownership of works produced, pursuant to project completion. The City retains the option to extend an agreement, subject to the same terms and conditions, for an additional term to facilitate additional work (to be determined following the completion of the deliverables).

13.0 Selection Process

Final selection of the design firm/team will follow a two-step process. First, the qualifications and costs provided under this RFP will be thoroughly reviewed with the top candidate(s) selected by a Review committee. Second, the top candidate(s) may be interviewed by the Review Team and the finalist selected. The price is of importance to the City, but may not be considered the priority in the final award of the Gateway Signage Plan contract based upon other criteria. The cost provided is to be a “not to exceed” lump sum cost.

The City may require the Contractor to submit technical information or other revisions to the Contractor’s qualifications as may result from negotiations. Negotiations may include requests by the City for improved pricing or performance terms from the Contractor.

Should the City and the selected Contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the Contractor(s) that is/are ranked next.

Upon successful completion of the negotiations, City Administration will award the contract to the designated Contractor. Upon award, the City will issue a Notice to Proceed (NTP). The selected Contractor will be required to enter into a contract agreement.

14.0 Submission

To receive consideration, response to the RFP must be submitted no later than 2:00 pm, CST, Friday, May 10, 2019. Any Proposal received at the designated location after the required time and date specified for receipt shall not be considered.

Tenders will be opened at 3:00 pm, CST, on Friday, May 10, 2019 at Weyburn City Hall. Questions regarding the RFP should be directed, in writing, to:

Nader Keshta, Director of Engineering - Email (nkeshta@weyburn.ca)

Phil Parkin, Assistant Engineer - Email (pparkin@weyburn.ca)

Questions must be received by Wednesday, May 1, 2019 at 3:00pm, CST.

15.0 Key Dates

Activity	Date
Questions Submission Deadline	3:00 p.m. on May 1, 2019
Proposal Submission Deadline	2:00 p.m. on May 10, 2019
Tender Opening	3:00 p.m. on May 10, 2019
Estimated Contract Award Date	May 28, 2019, Council Meeting

16.0 City Representative

Direct all proposal submissions to the following City Representative:

Mathew Warren
City of Weyburn
157 – 3rd Street NE
Weyburn, SK
S4H 2K6

P: (306) 848-3212

Electronic Submissions to rfp@weyburn.ca

Appendix B

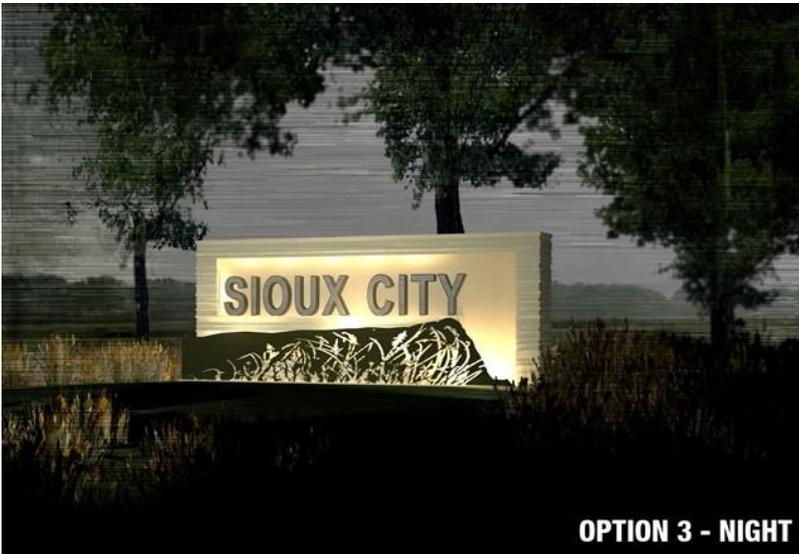
Desired Elements

Examples:

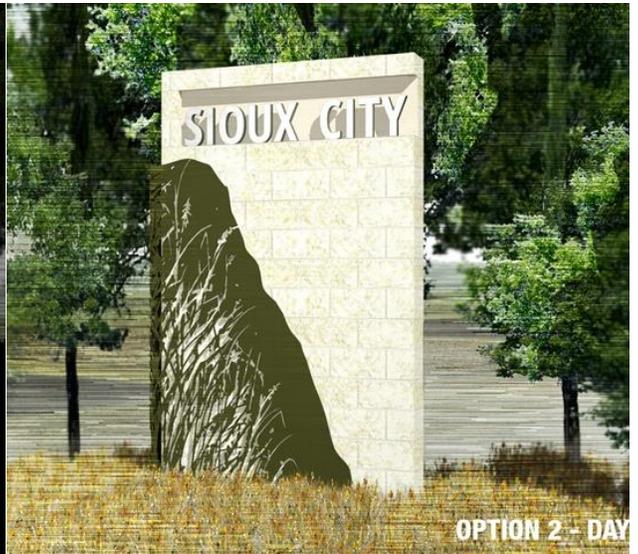


City of Weyburn has the following design preferences:

- Vertical Orientation
- Layered Aesthetic – Integrate Logo
- Projected or Channel Lettering (as opposed to etching or engraving)



OPTION 3 - NIGHT



OPTION 2 - DAY

- Depth and Profile
- Backlit
- Clean, Neat Appearance (understated versus glossy, futuristic, rustic, busy or flashy)

Appendix C

Bid Form

Description	Quantity	Unit Bid Prices	Total
Manufacturing Costs			
Costs to Install			
Subtotal (Excluding Tax)			
Provincial Sales Tax = (6%) x (Subtotal)			
Goods and Services Tax = (5%) x (Subtotal)			
Total Amount of Bid (Including Taxes)			

The Total Amount Bid shall include all taxes including the Provincial Sales Tax. No additional payment will be made above the contract unit prices to cover taxes paid by the Contractor.

All material quantities stated in the Bid Form are estimated. The Contractor shall invoice for quantities utilized during construction.

Projects detailed are subject to budget constraints, the City reserves the right to add to or delete from the quantities and items in the RFP. Contractors may choose to bid in whole or in part.

The undersigned Bidder acknowledges it is the Bidder's sole responsibility to ensure it has received all addenda prior to submitting its Bid and that all addenda are incorporated into this Bid.

Should the Bid be accepted by the City, the undersigned bidder agrees to furnish proof of insurance.

Upon acceptance of the Bid by the City, the Bid Form and the documents referenced herein constitute a legally enforceable agreement and supersede all previous documents, representation, negotiations or discussion. No implied terms or obligations of any kind shall arise from anything in the agreement or otherwise the express provisions of this agreement are the only provision and agreements upon which any rights may be founded or asserted.

Bidder's Signing Block

Company Name	Company Address
Print Name of Contact	Contact Telephone Number
Business Fax Number	Business E-mail Address
Signature of Authorized Representative	

City Signature Block

Dated at _____ this _____ day of _____, 2019
Name, Title
Signature