



MERRICKVILLE-WOLFORD
Jewel of the Rideau

REQUEST FOR PROPOSAL
RFP 2024 – PW-01

INSTALLATION OF FLOWER BASKETS AND
BANNER POLES IN MERRICKVILLE

Requested by:
Village of Merrickville-Wolford
317 Brock St W, Box 340
Merrickville ON K0G 1N0

Date of Issue: March 18, 2024

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2 INTRODUCTION

The Village of Merrickville-Wolford (Village) is a small town/rural municipality in Eastern Ontario, with a population of approximately 3067 (2016 Census). The Village sees many tourists throughout the summer and fall season and is looking to beautify the downtown core.

The Village is looking to select a qualified Contractor to assist the Village in the instillation of combination flower and banner poles within the Village of Merrickville. The poles will be installed within our sidewalk system or on the edge of the sidewalk if there isn't enough room on the sidewalk.

The proposal should show a per pole installation cost and the Village will be purchasing the poles, the RFP should only indicate installation costs.

INTENT OF PROPOSAL

The Village of Merrickville-Wolford intends to select a Proponent to carry out the scope of work under this Request, based on the Proposal submitted and the evaluation indicated in this Request. The Village of Merrickville-Wolford staff shall stay involved throughout the entire process and it shall be the responsibility of the Proponent to schedule regular meetings with Village staff during the various stages of this project. During the time period between the issuance of this RFP and one day before closing, Proponent site visit(s) may be scheduled.

3 INSTRUCTIONS TO CONTRACTOR

Invitation

The Village of Merrickville-Wolford is seeking proposals from qualified contractors to install flower/Banner poles within the Village of Merrickville-Wolford.

The Village requires that the work be completed prior to the end of year 2024.

Contractors are to provide their proposals by email to publicworks@merrickville-wolford.ca Attention Brad Cole

The Village of Merrickville-Wolford
317 Brock St W
Box 340
Merrickville, Ontario K0G 1N0

Attention: Brad Cole
Manager of Operations

Proposals must be received **NO LATER THAN 12:00 NOON LOCAL TIME** on **April 18, 2024**.

Proposals received after the above due date and time will not be considered and will be returned to the Contractor.

The email must be prominently marked with the RFP title, with the full legal name and return address of the Proponent, with the Proposal Submission Deadline date and time.

Costs Incurred by Contractors

All expenses incurred in the preparation and submission of proposals shall be borne by the Contractor. No payment will be made for any proposals received, or for any other effort required of or made by the Contractor prior to the commencement of work defined by the proposal approved by the Village.

Acceptance of Terms

All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of this Request for Proposal (RFP) in full.

Clarification

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be received in writing or by email no later than April 5, 2024. All inquiries received and the responses provided will be sent by the municipality to all Contractor without naming the source of the inquiry.

The Village of Merrickville-Wolford
317 Brock St W
Box 340
Merrickville, Ontario
K0G 1N0

Attention: Brad Cole
Manager of Operations
publicworks@merrickville-wolford.ca

Conflict of Interest

Each Contractor shall declare to the Village, as part of their proposal, any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of their proposal.

Terms of Payment

The successful Contractor shall be reimbursed on a monthly basis for actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the Contractor shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date, and a total of these amounts for each task.

The successful Contractor shall submit invoices to:

Village of Merrickville-Wolford
PO Box 340
Merrickville, ON K0G 1N0
finance@merrickville-wolford.ca

Amending or Withdrawing Proposals Prior to Submission Deadline

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent and amendments or withdrawals in response to subsequent information provided by the Village.

Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

The Village May Seek Clarification and Incorporate Response into Proposal

The Village reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. Any response received by the Village from a Proponent shall, if accepted by the Village, form an integral part of that Proponent's Proposal.

RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

Proposal Property of the Village

Except where expressly set out to the contrary in this RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of the Village and shall not be returned.

Proposal Validity

Proposals shall remain valid and open for acceptance by the Village for a period of sixty (60) calendar days following the deadline for receipt of proposals.

4 DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning as set out in the Agreement.

- **Agreement** means the Agreement that the successful Proponent enters into with the Village.
- **Conflict of Interest** includes, but is not limited to, any situation where:
 - In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct directly or indirectly, that may give it an unfair advantage, including but not limited to:

- having or having access to information in the preparation of its Proposal that is confidential to the Village and not available to other proponents.
- communicating with any person with a view to influencing preferred treatment in the RFP process; or
- engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair.
- In relation to the performance of its contractual obligations in a Village contract, the Proponent's other commitments, relationships or financial interests:
 - could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- **Days** mean Business Days unless the term calendar days is specifically used.
- **Evaluation Team** means the individuals who have been selected by the Village to evaluate the Proposals, including, if deemed necessary, an oral presentation.
- **Municipality or Village** refers to the Village of Merrickville-Wolford
- **Must** and **Shall** indicate a mandatory requirement that in the view of the Village must be substantially completed and complied with in order for a Proposal not to be rejected.
- **Prime Contractor** means a single Proponent that proposes to assume full contractual and financial liability for their participation. A prime contractor may or may not have sub-contractors.
- **Proponent** means the respondent to this RFP.
- **Proposal** means all the documentation submitted by the Proponent in response to the Request for Proposal, which has been accepted by the Village, in whole or in part. The terms "response" and "submission" are also used to mean Proposal.
- **Request for Proposal or RFP** means the Request for Proposal issued by the Village for goods or services and any addenda thereto.
- **Services** mean all services and deliverables to be provided by the Proponent to the Village.
- **Should** indicates a requirement that the Village would like the Proponent to address in its Proposal.
- **Subcontractor** means any person having a contract with the Supplier for the performance of a part or parts of the Services.
- **Supplier** means the successful proponent that has signed the Agreement.
- **Village Contact** means the person designated by the Village to be the contact person during the procurement process.

5 TERMS OF REFERENCE

Scope of services and requirements

The Village of Merrickville-Wolford is soliciting proposals from qualified Contractors for the installation of flower poles in various locations within the Village proper. The amount installed will depend on the installation cost. A diagram of the poles to be used are attached to this RFP.

The successful proponent will be fully responsible for all requirements of the installation of the poles. The proponent will also be responsible for the materials and construction services to provide a turnkey solution for installing the poles and all underground work needed.

The primary work required of the contractor includes but is not limited to the development of a pole installation work plan, sourcing all materials except the poles, and preparing and replacing any underground, on ground infrastructure required for the completion of the project.

Work Plan Development

- The Contractor will conduct a site assessment to collect data associated with the existing infrastructure. The data will then be assessed, and recommendations will be provided to the Village for appropriate height and fixture spacing, as well as requirements for the underground and base preparation. The recommendations provided by the Contractor should achieve a warranted structure safe for pedestrians and vehicles to be nearby.

Pole Installation

1- Materials:

- The Contractor will supply materials for the flower pole fixture installation which would include all foundations, base work, and all other associated materials.

For cost estimating purposes, it should be assumed that all flower poles are to be installed in the same quantity.

- The Contractor will supply all materials required to return the site to preconstruction condition (i.e. concrete, stone, asphalt, etc.)
- The Contractor shall be responsible for the integrity of materials. Materials provided for installation on the projects shall be new, unaltered as provided by the vendors.
- The Contractor shall be responsible for the storage of materials and equipment which shall not be in any Village facilities or in the public Right-of-Way (ROW).

- The contractor shall complete an On1Call locate request and complete additional utility locates, as required prior to any ground disturbance activities.
- The contractor will provide all barricades signage required for traffic accommodation.
- All work performed on the project shall comply with all applicable codes and regulations.
- The contractor shall salvage all materials removed and transport them to the landfill at 3512 County Road 16 Merrickville.
- There are survey monuments throughout the work area and these monuments shall not be damaged during construction activities without prior approval from a local surveying company and the Village.

Proposal Requirements

To fulfill the expectations and provide the services described in this RFP, Proponents must:

1. Have extensive knowledge of base work preparation and installation of poles.
2. Have a record of working with municipal government and non-profit organizations on like projects.
3. Be aware of the sensitive nature of the information that may be acquired from the Village and the requisite level of confidentiality that may be required.

Proponent Profile

Proponents must provide a profile of the organization/individuals working on the project. This includes:

1. The name of the organization taking legal responsibility for the project and legal agreement. Include a brief description of the Proponent's history.
2. Provide a listing of key team members, their qualifications, and their specific involvement in the proposed contract.
3. Identify the main contact person to liaise with the Municipality's representative. If more than one organization will work on the contract, identify the lead organization/person.
4. A summary of why the respondents believe his/her company is qualified to undertake the project as described in this RFP. This should also include evidence of previous experience in this type of work. Provide a minimum of three client references including the Company Name, Title of Project, a brief description of project size, scope, value and warranty/non-warranty services provided, Contact Person(s), Contact Title, Phone Number and Email Address.

Project Approach

Respondents to this RFP should demonstrate a clear understanding of the assignment including but not limited to:

1. The provision of a concise work plan that is consistent with the project as described in this RFP. The work plan should include a description of the Proponent's methodology.
2. A proposed timetable to undertake each of the activities proposed. This will include, but not be limited to: the start and finish times for each activity, specific costs for each activity, the name of the persons who would be responsible for overseeing each activity, and the deliverables associated with each activity.
3. Their perceptions of the major obstacles, risks and other factors that will affect the success of this project and indicate how they plan to overcome these challenges. The key factors for measuring progress and success should be identified.

Proposal Requirements

Three (3) hard copies of the Proponent's submission shall be submitted by **NOON** local time on Tuesday, September 8, 2024. Submitted proposals in response to this RFP shall include:

1. Signing Page (see Appendix A)
2. Proposal Covering and Acceptance Letter
3. Budget
 - Proponents must clearly indicate the costs for each stage and activity of the Plan, with related taxes stated separately and a proposed payment schedule.
4. Work Schedule
 - The proponent must include a detailed work schedule.

Remuneration and Agreement

The successful Proponent will be required to execute an Agreement with the Village in a format acceptable to the Village. The Agreement will be subject to the Village's standard Terms and Conditions.

Among other things, the Agreement will provide that the Vendor will not undertake any work that is beyond the established terms of reference, without the written authorization of the Village. In particular, the fees directly associated with the provision of the Services will be the total cost of the work and will not be exceeded without the Village's written approval.

6 EVALUATION AND AWARD

Evaluation Criteria

Submitted proposals will be evaluated against criteria that will include:

- Creative and innovative approach to the project (15%)
- Work schedule/timelines (20%)
- Team experience, qualifications, and successful completion of similar projects (25%)
- Demonstrated understanding of the project and scope of work (15%)
- Fee structure to complete the project (25%)

Evaluation Team

An evaluation Team, comprised of senior staff from the Village, will assess the Proposals. The Evaluation Team may, in addition to Village representatives, include external Contractor and technical advisors.

Clarification

The Village reserves the right to contact any Proponent to seek clarification of the contents of the Proposal submission. The Village may investigate, as it deems necessary, the ability of the Proponent to perform the Work and the Proponent shall furnish the Village all such information and data for this purpose as the Village may request.

References

Some scores assigned to various categories may be determined through reference checks.

Interviews

The Evaluation Team may elect to interview some or all of the Proponents and their key staff at its sole discretion.

Proposal Evaluation Process

The evaluation stage will consist of a scoring by the Evaluation Team of each qualified Proposal on the basis of the Rated Criteria of the written Proposals. The highest scored Proposal, representing best overall value to the Village, will be recommended for selection by the Evaluation Team.

In the event that the Village is unable to successfully execute an Agreement with the first ranked Proponent in a timely manner, the Village may invite the next ranked Proponent to finalize an Agreement with the Village.

Recommendation/Award

Recommendation for award of this Proposal will be based on the Proponent's overall total score.

By responding to this RFP, the Proponent agrees to accept the recommendations of the Evaluation Team as final and binding.

Award of the Proposal will require the approval of Village Council.

7 TERMS AND CONDITIONS OF THE RFP PROCESS

Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section numbers of the RFP where that request is made.

The Village does not make any representations, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

All New Information to Proponents by way of Addenda

This RFP may be amended by an addendum in accordance with this section. If the Village, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. It is the sole responsibility of the Proponent to register their intention to submit a proposal with the Village in order to be placed on the distribution list for any addenda. Proponents are responsible for obtaining all addenda issued by the Village. Proponents shall confirm their receipt of all addenda by including the Addenda Acknowledgement page (appendix B) by setting out the number of each addenda in the space provided.

Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any addenda are issued after the Deadline for Issuing Addenda, the Village may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

8 EXECUTION OF AGREEMENT

Selection of Proponent

The Village anticipates that a Proponent will be selected within 30 days of the Proposal Submission Deadline. Notice of selection by the Village to the selected Proponent will be in writing. The selected Proponent shall execute the Agreement and satisfy any other applicable conditions of this RFP within 15 days of notice of selection.

Failure to Enter Agreement

If a selected Proponent fails to execute the Agreement or satisfy any other applicable condition within 30 days of notice of selection, the Village may, in its sole discretion and without incurring any liability, rescind the selection of that Proponent.

Notification to Other Proponents of Award and Debriefing

Once an Agreement is executed between the successful Proponent and the Village, the other Proponents will be notified by the Village Contact in writing of the award of the Agreement to the successful Proponent.

Prohibited Proponent Communications

Any attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Village Contact with respect to this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of the Village Evaluation Team, Senior Leadership Team, elected officials or any expert or other adviser assisting the Village Evaluation Team.

In such event, and without any liability, the Village may, in its sole discretion and absolute discretion, in addition to any other remedies available by law, disqualify the Proposal submitted by the Proponent.

Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Village.

Confidential Information of the Village

All information provided by or obtained from the Village in any form in connection with this RFP either before or after the issuance of this RFP:

- Is the sole property of the Village and must be treated as confidential;
- Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- Must not be disclosed without prior written authorization from the Village; and
- Shall be returned by the Proponents to the Village immediately upon the request of the Village.

Subject to Municipal Freedom of Information and Protection of Privacy Act

Information provided by a Proponent may be released in accordance with the *Municipal Freedom of Information and Privacy Act R.S.O. 1990, c.M 56*, as amended. A Proponent shall identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Village.

The confidentiality of such information will be maintained by the Village, except where an order by the Information and Privacy Commission or a court requires the Village to do otherwise.

Rights of the Village

In addition to any other expressed rights or any other rights which may be implied in the circumstances, the Village reserves the rights to:

- Make public the names of any or all Proponents;
- Request written clarification or the submission of supplementary written information from any Proponent;
- Waive formalities and accept Proposals which substantially comply with the requirements of the RFP;
- Verify with any Proponent or with a third party any information set out in a Proposal;
- Check references other than those provided by any Proponent;
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- Accept or reject a Proposal if only one Proposal is submitted;
- Select any Proponent other than the Proponent whose Proposal

- reflects the lowest cost to the Village;
- Cancel this RFP process at any stage;
- Cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- Accept any Proposal in whole or in part, provided that doing so complies with the Village Procurement Policies and other applicable laws;
- Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- Reject any or all Proposals in its absolute discretion;

The Village shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Village exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Village of the information set out above in the manner contemplated.

Insurance

The successful Contractor shall indemnify, defend and save harmless the Municipality of Merrickville-Wolford from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Contractor caused by or arising out of performance act, or omission of any terms of the final contracts.

This indemnification shall survive the termination or expiry of the contract.

The successful Contractor shall provide and maintain during the term of the contract, Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the Municipality and subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Commercial General Liability insurance policies shall be in the name of the successful Contractor and shall name the Municipality of Merrickville-Wolford as an additional insured.

9 SPECIAL TERMS AND CONDITIONS

Submission of a proposal constitutes acknowledgement the Contractor has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

This is not an offer. The Village does not bind itself to accept the lowest price proposal or any proposal submitted.

The Village has the right to cancel the Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no Contractor will have any claim against the Village as a result of the cancellation or re-issuing of the Request for Proposal.

The Contractor acknowledges that the Village may rely upon the criteria which the Village deems relevant, even though such criteria may not have been disclosed to the Contractor. By submitting a Proposal, the Contractor acknowledges the Village's rights under this Section and absolutely waives any right, or cause of action against the Village, by reason of the Village's failure to accept the Proposal submitted by the Contractor, whether such right or cause of action arises in contract, negligence, or otherwise.

Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SIGNING PAGE (APPENDIX A)

All responses should be signed:

Flower Pole Project

I/We certify that the information provided in this RFP Response Document is true and complete.

I/We declare that no employee of the Village of Merrickville-Wolford is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Village, relative to this Proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate on behalf of the Proponent.

Legal Company Name:	
Respondent's Signature:	
Respondent's Printed Name:	
Respondent's Title	
Email:	
Business Phone:	
Business Fax:	
Respondents Address:	

ADDENDA ACKNOWLEDGEMENT (APPENDIX B)

As an integral part of this bid, the Bidder shall complete below a statement giving the number and date of all addenda used in preparing this bid. If no addenda were issued the words "Not Applicable" shall be entered below. Failure to complete this statement and include all addenda shall result in the bid being declared incomplete.

Addendum Number

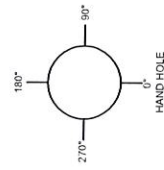
Addendum Date

NOTE: DRAWINGS TO BE APPROVED AND RETURNED TO NOVA POLE SIGNED BEFORE PRODUCTION SCHEDULING CAN PROCEED
CUSTOMER IS RESPONSIBLE FOR PROVIDING TENON DETAILS OR DRILLING DETAILS

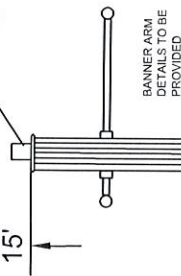
NOVA POLE SPECIFICATIONS

POLE HEIGHT	15'
POLE MOUNT HEIGHT	N/A
WALL THICKNESS	250
POLE BASE DIAMETER	6"
ANCHOR BOLT	6" - 1992
BOLT CIRCLE	9" - 10"
ANCHOR BOLTS	N/A
POLE TOP DIAMETER	1" X 36" W/ 4" HOOK
CRITICAL ID - OD	OD
TENON	DETAILS TO BE PROVIDED
HAND HOLE HT.	18" CENTER
TOP CAP	N/A
ID TAG LOCATE	6" ABOVE HH
BASE COVER	2PC CAST WASHINGTON
FINISH	POWDER COATED
GF1 W/ IN USE CVR	STANDARD COLOUR
BANNER ARMS	N/A

NOTES:



TENON DETAILS TO BE PROVIDED



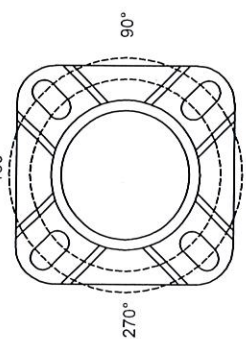
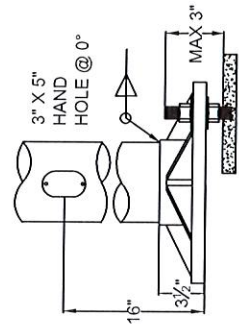
BANNER ARM DETAILS TO BE PROVIDED



BOLT ON PLANTER ARM DETAILS TO BE PROVIDED

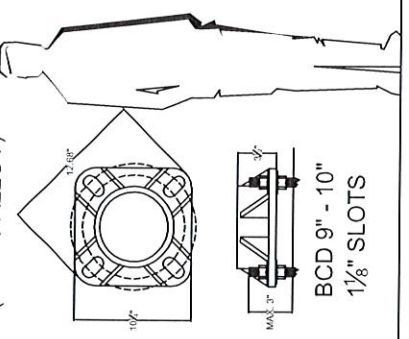


POLE BASE DETAIL



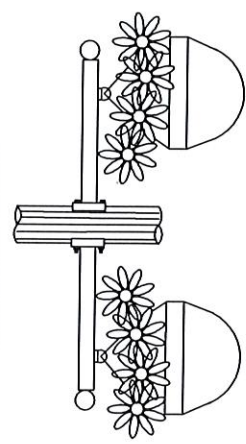
BCD 9" - 10"

6"-1992 CAST BASE (356 T6 ALLOY)

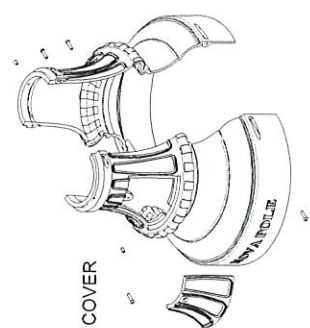


BCD 9" - 10" 1/8" SLOTS

DOUBLE BOLT ON PLANTER ARMS PLANTERS BY OTHERS



2PC CAST BASE COVER



ANCHOR BOLTS BY NOVA



NOVA POLE

NPT6050D15AB-PA-BA-FLT
MERRICKVILLE

REV	DATE	28/02/2024
DRAWN	RR	
APPROVED	ON:	
SIGNATURE		

SIZE	REF PO NO.	DWG NO.	1 OF 1
SCALE	NTS	S.O.	
SHEET	1	OF	1

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