



**City of Summerside
Request for Proposal
Playground Structure Installations 2022**

**Request for Proposal
Playground Structure Installations 2022
FOR THE CITY OF SUMMERSIDE (City)**

SECTION A – GENERAL INSTRUCTIONS TO PROPONENTS/BIDDERS

1.0A AGENCY:

By issuing this request for proposal, the City of Summerside publically invites proposals from any firm. Sealed proposals clearly marked **Playground Structure Installations 2022**, will be received up until **12:59:59 PM Friday, March 4, 2022**. Proposals will be received at the front desk of Financial Services, City Hall, 275 Fitzroy Street, Summerside, PE C1N 1H9.

Bid Packages may be obtained by Contacting Trent Williams via email. All questions regarding this proposal shall be directed to:
Trent Williams, Parks Manager, City of Summerside
Phone : 902-432-4963
Fax : 902-436-4255
Email : trent.williams@city.summerside.pe.ca

2.0A PROPOSAL SUBMISSION

Proposal shall be submitted using the attached form in a sealed envelope. COS will not be responsible for paying any costs associated with the development of any proposal. Proposals must be delivered in person to:

Financial Services – Front Desk (no later than 12:59:59 PM, Friday, March 4th)
City of Summerside
275 Fitzroy Street
Summerside, PE C1N 1H9

Late Proposals (received in the Tender Box after the Proposal Deadline) will not be considered by the City and will be returned unopened. Any proponent may, after submitting a proposal, submit a further proposal at any time before the proposal deadline. Where multiple proposals are received from the same proponent, the City will only examine the proposal which is last submitted to the Tender Box; prior

proposals submitted by that proponent will not be considered. If a proponent decides to withdraw his/her proposal before the proposal deadline, he/she may do so by means of a letter bearing their handwritten signature submitted to the City of Summerside.

3.0A CITY OF SUMMERSIDE RIGHTS

By this Proposal, the City reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the Successful Proponent, if any, as the City considers desirable. Without limiting the generality of the foregoing, the City reserves the right to:

- a) reject, consider or short-list any submission whether or not it contains all information required by this Request for Proposal;
- b) require clarification where a submission is unclear;
- c) reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Proponent, or any other person associated with this RFP process;
- d) all or any proposals not necessarily accepted, as the acceptance remains within the exclusive discretion of the City;
- e) disqualify or reject any submission without discussing the reasons for doing so with the submitting party;
- f) reject any or all submissions that the City considers are not in its best interests;

4.0A NO OBLIGATION TO PROCEED

Though the City fully intends at this time to proceed with the project described in this Proposal, the City is under no obligation to do so. The receipt by the City of any information (including any submissions, ideas, plans, drawings, reports, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this Proposal will continue, or that this proposal process will result in a contract with the City.

5.0A CITY'S DECISION-MAKING POWER

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this Proposal at its own absolute and unfettered discretion, and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, applies to the City.

6.0A OWNER SUPPLIED DOCUMENTS

Any data, drawings, reports, or other documents and information obtained from the City of Summerside by firms for the purposes of preparing a proposal or by the successful firm for the purposes of carrying out work related to this project are strictly confidential and must never be used for any purpose other than that

which the City provided said materials or information for. Any materials issued remain the property of the City and must be returned upon request.

7.0A PROJECT SAFETY

The City of Summerside places top priority on safety in and around all workplaces. The successful proponent **MUST** comply with all provincial occupational health and safety regulations at all times while carrying out this project. All contractors shall be required to follow City safety policies and where unclear shall request access to the City's Health and Safety Manual before performing any portion of the project. All Department of Highways and Department of Labor safety standards must be followed at all times.

8.0A EXAMINATION OF SITE

Each Proponent is responsible for examining the site of any proposed work in detail to determine existing conditions. Future Changes to proposed costs, on the basis of information which can be realized during a site visit, will not be allowed. City of Summerside will **NOT** be responsible for any fees, travel costs, or other expenses arising from proponent's examination of site. This examination is done solely at the proponent's expense.

9.0A SUBCONTRACTORS

If any proponent intends to use one or more subcontractors for any portion of the project they must provide on-site supervisor for the subcontractor(s) and their proposal must **INCLUDE**, the cost of all work done by all subcontractors.

10.0A INSURANCE

The contractor must furnish the following insurance policies to the satisfaction of the City of Summerside prior to commencement of the work:

- a. The contractor shall, without limiting its obligation or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City:
- b. Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage. The City of Summerside is to be added as an insured under the policy. Such insurance shall include, but not be limited to:
 - a. Products and Completed Operations Liability
 - b. Owner's and Contractor's Protective Liability
 - c. Blanket Written Contractual Liability
 - d. Contingent Employer's Liability
 - e. Personal Injury Liability
 - f. Non-owned Automobile Liability

- g. Cross Liability
- h. Employees as Additional Insureds
- i. Broad Form Property Damage
- j. Operation of Attached Machinery
- c. Automobile Liability on all vehicles owned, leased, operated, or licensed in the name of the contractor in an amount not less than \$2,000,000.
- d. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City and preclude subrogation by the insurer against the City of Summerside.
- e. Proof of Insurance; certificate copies of the required insurance, as mentioned, must be presented to the City at the time of signing of the contract and shall be subject to the City's approval for adequacy of protection. Approval by the City of any policy filed by the contractor shall in no way relieve the contractor of its obligations to provide the insurance referred to in the contract, nor shall it imply that the policies are in accord with the terms of this agreement.
 - a. All required insurance shall be endorsed to provide the City 60 days advance written notice of cancellation or material change
 - b. All insurance shall be in effect until issuance of the "Certificate of Total Performance of Work"
 - c. The contractor hereby waves all rights of recourse against the City with regards to the Contractor's property
 - d. The Contractor shall require and ensure that each subcontractor maintain liability insurances comparable to that required above.

11.0A CONTRACTOR RESPONSIBILITY FOR OWNER'S INFRASTRUCTURE

The City of Summerside will continue to operate during the work required for this project. The contractor is responsible to inform the City of any project work which will affect the normal operation of City systems 48 hours before the work. The contractor must inform the City of any interruption of service to City operated systems and is required to provide plans to alleviate any inconveniences during the work for the full time which its regular service will be disconnected during portions of the work in this project.

12.0A Playground Structure Installations: Scope of work performed:

1. Playground structures Installation – 2022

Installation of 4 Play Structures at pre-determined park sites, Installing 3 of play structures #1 Design and 1- of Play Structure #2 design under the guidelines

The Proposal to be based on the following Specifications:

- Site Preparation- Excavation and Removal of Fill/topsoil for the areas indicated in Appendix 2 and Appendix 4 for the installation of Structure design 1 and design 2. Each of the 4 Protective surface areas excavated must be the size indicated in Appendix 2 and Appendix 4, to a minimum of 12” excavated. All materials excavated are to be removed from the site by the contractor.
- Post installation- all concrete required for post and implement installation is to be supplied by the contractor. (note; Concrete must be 300 strength
- All components will be provided for installation of all 4 play structures
- City expects to have the installations begin in early to mid may or when conditions are expectable.
- All work tools and miscellaneous materials to be provided by bidder
- Protective Surface Material- Protective surface material is to be New Brunswick Core Sand and will be supplied by the contractors in quantities required for the remediation of the protective surface areas
- Installation plans and diagrams will be provided to the contractor of installation purposes and to predetermine requirements for bidding
- Must supply barricades/safety cones to restrict access in and around the play structure installation area

Pricing specifications:

- *The proposal is per play structure installation*
- *The Quote must include any costs associated with miscellaneous materials to do the work. (Blades, screws, etc.)*



13.OA BIDDER'S DECLARATION

**To: The Corporation of the City of Summerside
I/We**

(name)

(title/position)

(name of firm)

1. DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers I attached below, has any interest in this bid or in the Contract proposed to be undertaken.
 2. FURTHER DECLARE that this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same requirement (unless performed under a "joint" agreement and so declared in the bid), and in all respects is fair and without collusion or fraud.
 3. FURTHER DECLARE that no City of Summerside employee, or Member of Council is, or will become interested directly or indirectly as a contracting party unless disclosed
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4. FURTHER DECLARE that all statements, schedules and other information provided in this bid are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
 5. FURTHER DECLARE that I have carefully examined the bid, response requirements, general conditions, requirements and hereby acknowledge the same to be part and parcel of any contract to be let for this project therein described or defined and do all the work and to provide the services of the project mentioned for the price(s) stated.
 6. FURTHER DECLARE that the agent listed below is hereby authorized by the Proponent to submit this bid and is empowered and authorized to negotiate all matters with the City representatives on behalf of the Proponent.
 7. AGREE that this bid is to continue open for acceptance until the formal Contract is executed or a Purchase Order is issued to the successful Proponent or for ninety (90) days following the bid closing date, whichever occurs first and that the city may, at any time within that period, without notice, accept this bid whether any other bid has been previously accepted or not.



8. Quoted Price- “Play Structure Installation” (taxes excluded)

Installation 1- Structure #1	_____	\$
Installation 2- Structure #1	_____	\$
Installation 3- Structure #1	_____	\$
Installation 2- Structure #2	_____	\$

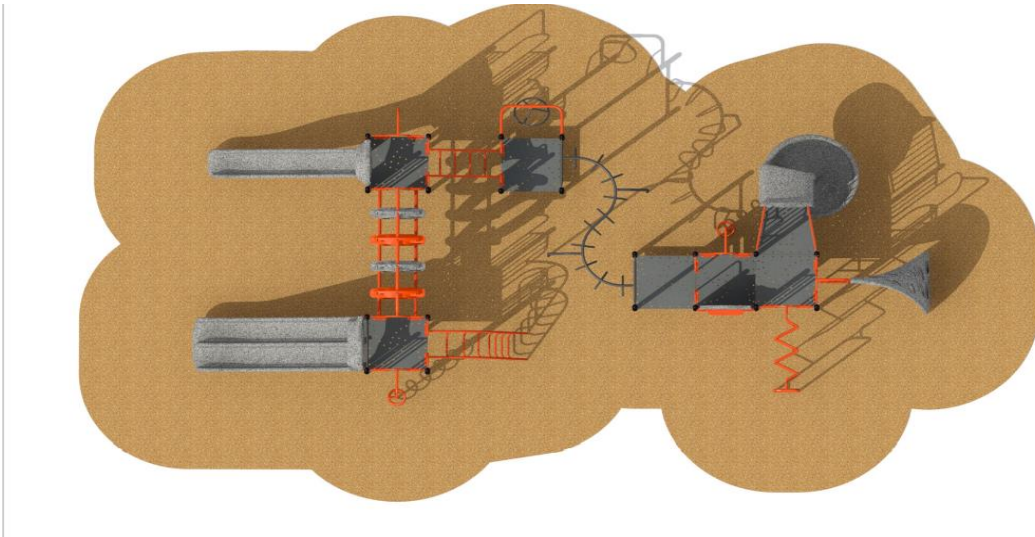
Total Quoted Price (taxes excluded): _____ **Total Taxes Payable:** _____

Signature of Authorized Officer

Name of Authorized Officer (print)

Appendix 1

Structure #1





Appendix 2

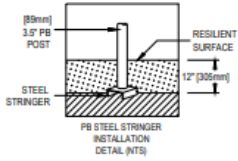
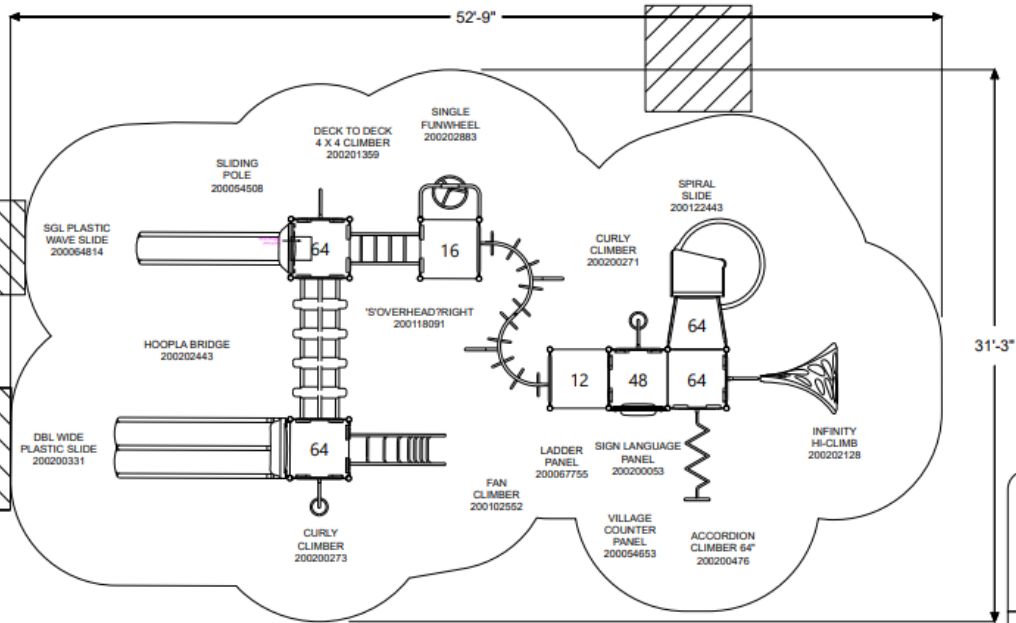


General Notes:

Age Group

8m-5yrs 5-12 yrs 18m-12yrs 3+ yrs

1. No-encroachment zone- that additional area adjacent to the protective surfacing zone intended to allow pedestrian traffic near this play equipment to use while minimizing the risk of injury to pedestrians. CSA-2614
2. Although a particular playground design may not meet the provincial Access Board Regulation in regard to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components
3. All deck heights are measured from top of ground cover.
4. Fall absorbing ground cover is required under and around all play equipment.
5. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.)
6. All post lengths are identified by text showing the post lengths, i.e. '96' represents a 96 inch post.
7. Not all equipment may be appropriate for all children. Supervision is required.



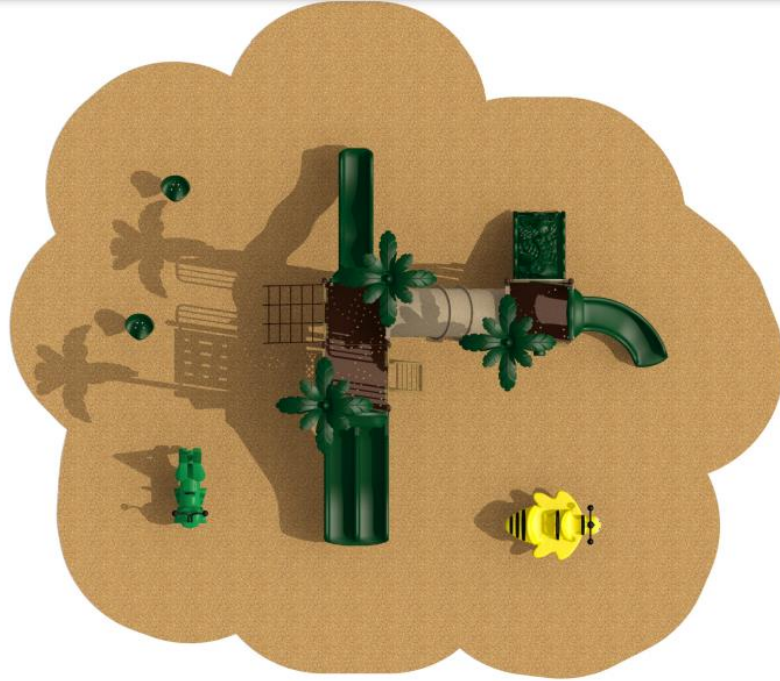
Child Capacity: 50

Project: Park 4 Summerside, PEI LTCPS rep: Scott O'Reilly PlayPower LT Canada (902) 471-1415
Ground Space: 41'-0" x 19'-6" Protective Area: 53'-0" x 31'-6"
Drawn by: Scott O'Reilly Date: 4/13/2021 DWG Name: E0001_44299742851
LTCPS - Farmington 878 East Highway 60

Appendix 3

Structure #2





Appendix 4

