



**Request for Proposal
Boardwalk Repairs 2022
FOR THE CITY OF SUMMERSIDE**

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 **Boardwalk Repairs 2022**, will be received up until 12:59:59, Friday, April 22, 2022. Proposals will be received at 275 Fitzroy Street, Summerside, PE C1N 1H9.

Bid Packages may be obtained by Contacting Greg Gaudet via email. All questions regarding this proposal shall be directed to:

Greg Gaudet, Director of Municipal Works, City of Summerside

Phone : 902-439-5776

Fax : 902-436-4255

Email : ggaudet@city.summerside.pe.ca

2.0A PROPOSAL SUBMISSION

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

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 City of Summerside and will be returned unopened. Any proponent may, after submitting a proposal, submit a farther proposal at any time before the proposal deadline. Where multiple proposals are received from the same proponent, City of Summerside 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 hand-written 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) disqualify or reject any submission without discussing the reasons for doing so with the submitting party;
- e) 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, City of Summerside 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 COS 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 \$1,000,000 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 \$1,000,000.
- 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 it's regular service will be disconnected during portions of the work in this project.

12.0A Boardwalk Repairs: Scope of work performed:

1. Boardwalk Repairs – 2022

The Proposal to be based on the following Specifications:

- Removal and disposal of Approximately 127 rotten or damaged deck boards along the boardwalk between sections starting at Spinnakers Landing proceeding westward to spa on Mackenzie Drive. In addition, sections of railing and short bridge areas on the Makenzie Drive section may be replaced if budgets and time allows. (see appendix 1-boardwalk maps for locations and quantities of boards to be replaced)
- The boards will be supplied by the Contractor, spruce boards are acceptable, 2"x 6"x length required.

- City expects enough work for 2 persons minimum for 1 month, May and possible into June.
- All work tools and miscellaneous materials to be provided by bidder
- Boards to be attached with a minimum length deck screw of 4 inches
- Structures along the boardwalk are not to be included
- 2-person crew minimum.
- Attached Appendix show examples of repairs areas requiring replacement and the City expects very similar efforts required for 2022.
- Must supply barricades/safety cones to restrict access on boardwalk when conducting repairs

Pricing specifications:

- *The proposal per hour of personnel shall be based on 200 hours minimum per person. (could be as high as 400 hours of work)*
- *The proposal should include a price per board foot placed for material assuming anchoring points of 2 anchors at 2-foot spacing's. (Screws)*
- *The Quote must include any costs associated with miscellaneous materials to do the work. (Blades, screws, etc.)*
- *Quote must include additional labor costs for the carpenter and apprentice should additional work be required, such as stringer replacement*



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- “Boardwalk Repairs” (taxes excluded)

Carpenter _____ \$/hr

Apprentice _____ \$/hr

Materials costs per board foot supplied/Installed _____ \$

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

Signature of Authorized Officer

Name of Authorized Officer (print)

Appendix 1







Sample Repairs



