



**PARKS AND RECREATION  
REQUEST FOR PROPOSALS**

**2020 CULINARY BOARDWALK TO SYDNEY  
STREET CONNECTION**

**OCTOBER 2020**

**File#2020-159**

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## 1.0 INTRODUCTION AND PURPOSE

Proposals shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "**2020 Culinary Boardwalk to Sydney Street Connection, Attention Controller; 3rd Floor City Hall, 199 Queen Street, Charlottetown PE, C1A 4B7**", and must be received by the Controller before **2:00:00 pm local time on Thursday, October 29, 2020**. It is the responsibility of the Proponent to deliver the sealed tender to the **3<sup>rd</sup> floor of City Hall** before the time indicated. Late proposals will not be accepted and will be returned to the Proponent.

Any addenda will be posted on the City of Charlottetown website at [www.charlottetown.ca/tenders](http://www.charlottetown.ca/tenders). Proponents are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring Proponents have obtained addenda.

**Two (2) hard copies of the submission documents are required.** No fax, email or electronic documents will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the proposal would be appreciated either included in the envelope noted above or e-mailed following the closing date and time. It is the proponent's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. **There will be a public opening of proposals received immediately after closing.** The selection of vendor resulting from this Request for Proposal, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. Results of this Request for Proposal will be posted on the City's awards webpage at [www.charlottetown.ca/tenders](http://www.charlottetown.ca/tenders).

This RFP creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse proponents for proposal preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary best serve the interest of the City. The decision on which tender best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project. The City specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the RFP, the City may reject summarily any bid received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for Proposals was published.

The City's evaluation may include information provided by the Proponent's references and may also consider the proponent's past performance on previous contracts with the City or other institutions.

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the proponent to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the City.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps deemed necessary to resolve the conflict. If, during the term of the contract, a conflict or risk of conflict of interest should arise, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

The City reserves the right to cancel any request for tender at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' own forces.

The City will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this Request for Proposals, please contact Finance at [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca). Questions must be received no less than three (3) business days before the closing date.

## **1.1 OVERVIEW**

The City of Charlottetown is a flourishing community of over 40,500 people located on the south shore of Prince Edward Island. Charlottetown is the capital City of Prince Edward Island, and is called the "Birthplace of Confederation" after the historic 1864 Charlottetown Conference, which led to Confederation. City Hall is located at 199 Queen Street, Charlottetown, PE.

The City provides a full range of municipal services including general government, police protection, fire protection, planning and development, building inspection, environmental health, environmental development, transportation, and recreation and cultural services. The City also operates the Charlottetown Water and Sewer Utility.

A Mayor and ten Councillors govern the City and the administration of the City is under the direction of a Chief Administrative Officer. There are nine departmental managers including a

Manager of Human Resources, Manager of Finance, Manager of Water and Sewer Utility, Manager of Parks and Recreation, Manager of Planning and Heritage, Manager of Public Works, Manager of Sustainability, a Chief of Police, and Fire Chief.

The City of Charlottetown has an appointed Parks, Recreation and Leisure Activities Committee who liaise and oversee the administration of protective and emergency services. This committee consists of six individuals including a Chairperson, Vice-Chairperson, 2 City Councillors, 1 staff member, The Mayor, as well as the CAO. The staff member and CAO are non-voting members.

## 1.2 PURPOSE

The **purpose of this Request for Proposal** process is to select a Proponent to carry out the Culinary Boardwalk to Sydney Street Connection replacement as detailed below and in Section 3.1.

The City is requesting the following work to be performed:

1. Removal of the existing concrete and gravel base of walkway connection.
2. Removal of 8 steel bollards at the foot of Sydney Street, where the street meets the walkway.
3. Realign the connections in a way that allows more efficient snow clearing operations.
4. Excavate the new connection pathway.
5. Supply and placement of granular base material.
6. Construction of new wooden boardwalk including planking and sleepers.
7. Placing of topsoil and sod along edges of new boardwalk and over the preexisting concrete pathway as indicated.

Proponents are required to submit itemized quotes that include individual pricing as well as per meter pricing for:

- Demolition and removal of existing concrete walkway and sub-base connection.
- New granular material.
- New decking and sleepers.
- Soil and sod.
- Labour.

All prices are to include HST as a separate line item.

The timeline for the above work to be performed is approximately 12 weeks from date of award.

Upon **written** request, the City of Charlottetown will consider a contract extension if it is deemed that such an extension is duly required. **Such a request for an extension must be received prior to the original contract completion date** and must contain an explanation for such a request.

## 2.0 REQUEST FOR PROPOSAL TERMS

The City has formulated the terms and procedures set out in this RFP to ensure that it receives proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

### 2.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) **“City”** means The City of Charlottetown.
- b) **“Administrator”** means the person or persons designated within the bylaws of the City as responsible for giving direction to or negotiating with a potential or successful proponent.
- c) **“Agreement”** means the written agreement, consisting of the agreement documents signed between the City and the successful proponent pursuant to this RFP and the successful proposal.
- d) **“Agreement Documents”** means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.
- e) **“Contract”** means the written agreement or Purchase Order resulting from this Request for Proposal, in accordance with this Request for Proposal.
- f) **“Contractor”** means a successful Proponent to this Request for Proposal who enters into a written Contract with the City.
- g) **“Must”, “mandatory”, “required”, or “shall”**, means a requirement that must be met in order for a proposal to receive consideration.
- h) **“Proponent”** means an individual or a company that submits, or intends to submit, a Proposal in response to this “Request for Proposal”.
- i) **“Proposal”** means the Proponent’s response to this “Request for Proposal”.
- j) **“Requirements”** means those services described in the Scope of Service section of this RFP.
- k) **“Should” or “Desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

## **2.2 NO OBLIGATION TO PROCEED**

Though the City fully intends at this time to proceed through the RFP, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, 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 RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

## **2.3 CANCELLATION**

The RFP may be cancelled in whole or in part without penalty, when, in the opinion of the City:

- i. There has been a substantial change in the requirements after this RFP has been issued;
- ii. Information has been received by the City, after issuance of this RFP, that the City feels substantially alters the specified procurement;
- iii. There was insufficient competition in order to provide the level of service, quality of goods, or pricing required, or;
- iv. The City, in its sole discretion, decides that there is any other sufficient justification to cancel this RFP.

The City of Charlottetown may cancel this RFP, reject all proposals, or seek to acquire the subject of this RFP through a new RFP or by other means.

The City reserves the right to cancel any request for tender at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' [sic] own forces.

## **2.4 CITY'S DECISION-MAKING**

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

## **2.5 ENQUIRIES**

The City has endeavored to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required to submit a response to this RFP. Proponents are solely responsible for determining if they require more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. All enquiries related to this Request for Proposal are to be directed, in writing, by email, to Finance, ([tenders@charlottetown.ca](mailto:tenders@charlottetown.ca)). Information obtained from any other source is not official and should not be relied upon. The City will not be responsible for any verbal statement, instruction, or representation. Enquiries and responses will be recorded and may be distributed to all Proponents at the City's option by way of an addendum. Any enquiries regarding this Request

for Proposal must be submitted at least three (3) working days prior to the closing date. Any enquiries submitted after this date may remain unanswered.

## **2.6 ERRORS AND OMISSIONS**

Any ambiguities, inconsistencies, uncertainties or other errors related to this document of which any proponent may become aware should be directed, in writing, to Finance ([tenders@charlottetown.ca](mailto:tenders@charlottetown.ca)). If necessary, response to such items shall be made by way of an addendum, which will be posted, serially, on the tender page of the City's website.

## **2.7 ADDENDA, CORRECTIONS, OR EXTENSIONS**

The City of Charlottetown reserves the right to modify the terms of this Request for Proposal by way of an addendum at any time prior to closing, at its sole discretion.

## **2.8 ELIGIBILITY**

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this RFP.

## **2.9 EVALUATION COMMITTEE**

Evaluation of proposals will be by a committee formed by the City.

## **2.10 EVALUATION AND SELECTION**

Proposals will be evaluated against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The City's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

By responding to this Request for Proposal, Proponents will be deemed to have accepted all the terms, conditions, and/or specifications herein and have agreed that the decision of the Evaluation Team will be final and binding.

## **2.11 PROPOSAL CLARIFICATION**

The City reserves the right, upon reasonable notice, to interview, examine, and make inquiries of any proponent after the closing date, generally, and also for the purpose of clarifying or verifying any particular portion of the proposal submitted, which may, in the opinion of the City, be unclear or require verification. All Proponents agree at their own expense to attend such interviews, and to fully co-operate with the City on any such inquiry, and to provide, at the Proponent's own expense, any such clarification and/or verification as requested by the City. Inquiries made of one or more proponents for the above purpose will not obligate the City to clarify or seek further information from any or all other proponents.

## **2.12 DEBRIEFING**

Unsuccessful Proponents may request a debriefing meeting with the City.

### **2.13 SIGNED PROPOSALS**

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. Proposals are to be submitted using the attached Proposal Form at the conclusion of this RFP.

All proponents who operate through an incorporated company shall affix their corporate seal to the submission documents in addition to the authorized signature.

### **2.14 ALTERNATIVE SOLUTIONS**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

If alternative solutions are offered, which, in the Proponent's opinion may be advantageous to the City, economic or otherwise, please submit the information in the same format as a separate proposal. This alternative should clearly enumerate the advantages as well as any associated cost implications. Please indicate that it is an alternative to the initial submission and not a replacement by writing "Alternative Submission #" on the envelope as well as in the document itself.

### **2.15 CHANGES TO PROPOSAL WORDING**

The Proponent will not change the wording of its proposal after closing and no wording or comments will be added to the proposal unless requested by the City for purposes of clarification.

### **2.16 IRREVOCABILITY OF PROPOSALS**

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this Request for Proposal. Any proponent may withdraw or qualify his/her proposal at any time up to the official closing time by re-submitting a new proposal to the City. The time and date of receipt will be marked thereon and the new proposal will be placed in the tender box. The new proposal shall be marked on the sealed envelope by the Proponent as "Resubmission #" along with the name of the Request for Proposal and to the attention of the Controller, as noted above in the Request for Proposal. Proposals may be withdrawn at any time prior to opening upon written request from the proponent. Negligence on the part of the proponent in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the tender opening.

Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful and the City should decide to proceed, the Proponent will enter into a contract with the City of Charlottetown by either signing a contract document or accepting a Purchase Order issued by the City.

## **2.17 COMPLETENESS OF PROPOSAL**

By submission of a proposal the Proponent warrants that, if this Request for Proposal is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Proponent at no charge.

## **2.18 SUB-CONTRACTING**

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the proposal.
- b) Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the City's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.
- c) Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by the City.

## **2.19 ASSIGNMENT**

This RFP and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

## **2.20 CONFIDENTIALITY**

The successful proponent agrees not to release or, in any way, cause to release any confidential information of the City of Charlottetown unless an appropriate official of the City has specifically approved them to do so in writing.

The Proponents agree to treat all information contained in this Request for Proposal as confidential, to use such information only for purposes of responding to this Request for Proposal, and not to disclose any such information, in whole or in part, to any other party without the express prior written consent of either party or pursuant to legal power, other than:

- a) To an agent who in the City's reasonable opinion, is seeking information on behalf of the Proponent,

- b) To a party used by the City to evaluate the Proponents creditworthiness. Each party agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, in any country where that party does business and to use such information internally and to communicate with the other party for the purposes of their business relationship. Proponents agree to handle any personal information that it may gain access to through this RFP in accordance with the requirements of privacy laws, and in a manner consistent with the City's published privacy policies, as amended from time to time.

## **2.21 CONFLICT OF INTEREST**

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

## **2.22 LAWS OF PRINCE EDWARD ISLAND**

This Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

## **2.23 FINAL AGREEMENT**

This solicitation does not contain all terms and conditions necessary for conducting business with the City of Charlottetown.

## **2.24 GRATUITIES**

The City of Charlottetown may, by written notice to a proponent, cancel any contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

## **2.25 INSURANCE AND WORKERS COMPENSATION**

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his

employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A Certificate of General Liability Insurance covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the City will be furnished. Such insurance shall have the City as an additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City. The City requires an advance 30-day notice should the policy be cancelled or changed in any manner. The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured-retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. A City licensed to conduct business in the Province of Prince Edward Island shall underwrite the policy.

The undersigned is required to have in place adequate coverage and be in good standing with the Workers Compensation Board of Prince Edward Island during the term of provision of all services to the City of Charlottetown. Proof of coverage may be requested at the commencement of any contract or the provision of any services to the City of Charlottetown. The Company awarded this tender will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act. During the progress of the awarded work, Companies will be required, on the request of the City, to provide written verification that their work is in compliance.

## **2.26 PERFORMANCE**

The City has the right to cancel agreements based on performance with the City as the sole judge of that performance.

## **2.27 VALIDITY OF PROPOSALS**

All Proposals must remain valid and open for acceptance by the City for a period of sixty (60) days after the closing date. This period may be extended if requested by the City and agreed to by the Proponent in writing.

## **3.0 SCOPE OF WORK**

### **3.1 REQUIREMENTS AND SCOPE OF SERVICE**

The successful Proponent will carry out all work as outlined to remove the existing walkway structure and replace with a new boardwalk structure at the Western end of Sydney Street, directly beside the Holland College Culinary Institution from the foot of Sydney Street to the boardwalk that runs along the water's edge.

- a) Secure the project site for the safety of the contractor and the general public. Directional signage may be required to ensure the general public can find an alternative route around the project area.
- b) The existing concrete and sub-base material are to be removed.
- c) Define the route the new wooden boardwalk will take to connect the foot of Sydney St. with the existing wooden boardwalk that runs along the waters' edge.
- d) Excavate the new boardwalk pathway location down approximately 17".
- e) The rebuilt boardwalk shall be 10' wide x approximately 180' long in a new configuration that is most efficient for snow clearing operations.
- f) There is to be a total of 10" of compacted granular base below the horizontal wooden sleepers.
- g) 4" of new compacted granular shall be placed between sleepers as indicated on the drawing.
- h) Topsoil shall be placed on each side of the new boardwalk to bring grade up to be flush with top of the boardwalk. Topsoil shall blend into existing grade to a point 36" out from edge of new boardwalk. Topsoil will be required to repair locations where the old concrete walkway was located.
- i) Place sod on new topsoil.
- j) The new sleepers shall be 4"x8"x maximum available length rough sawn marine grade hemlock timbers placed at approximately 23" on centre with compacted granular between each sleeper.
- k) The new decking shall be 3"x8"x10' rough sawn marine grade hemlock timbers, dressed top and two (2) edges.
- l) The decking shall be secured to sleepers using 6" galvanized spiral spikes. Provide two spikes at each sleeper for each deck board.
- m) Provide 6 large sandstone boulders to replace the yellow bollards that we removed at the foot of Sydney Street.
- n) Provide asphalt patching to bring existing street up to meet the new wooden boardwalk.
- o) The successful Proponent must provide a detailed as-built drawing upon the conclusion of the work identifying all buried or concealed conditions and any changes to the work.

### **3.2 PROPOSAL DEPOSIT**

Every proposal received shall be accompanied by a certified cheque or bid bond payable to City of Charlottetown in the amount of at least Ten (10%) Percent of the tender price including applicable taxes. The bid guarantees will be returned to all except the three (3) lowest Proponents within three (3) days after the opening of proposals. The bid guarantees of the remaining non-successful Proponents will be returned within the earlier of sixty (60) days after the opening of proposals and two (2) days after Council awarding the tender. No interest will be paid on any proposal deposit.

If a bid bond is issued it must be accompanied by a letter of surety from a recognized Canadian Surety Company outlining that a Fifty (50%) Percent Performance Bond and a Fifty (50%) Percent Labour and Materials Bond will be presented if awarded the project. All other deposits shall be returned by mail unless otherwise requested by the Proponent.

### **3.3 PERFORMANCE DEPOSIT**

The successful Proponent must provide the following performance deposit: certified cheque payable to the City of Charlottetown in the amount of Ten (10%) Percent of the contract price (including applicable taxes) of a performance bond **and** a materials and labour bond both in the amount of Fifty (50%) Percent of the contract price (including applicable taxes) payable to the City of Charlottetown. Deposit(s) shall be retained during the contract period until the issuance of the final certificate of completion. Certified Cheques will be held by the Owner and no interest will be paid. Performance deposit will be released upon final completion of the work to the Engineer's approval. A Ten (10) Percent holdback will be retained during construction and for Sixty (60) days following substantial completion as the Owner's protection during the standard lien period.

### **3.4 MAINTENANCE PERIOD DEPOSIT**

A guaranteed maintenance period shall be effective for a total of twelve months, specified from the day following substantial completion. Five (5%) Percent of all monies shall be retained by the owner during construction and for twelve months following substantial completion. This five (5) Percent shall be retained as security for the owner to be utilized by the owner if the contractor fails to provide adequate service during the maintenance period. All engineering costs incurred by the Owner resulting from inadequate service by the Contractor (ie. Non-responsive to deficient items requiring repair or repeated repairs to the same item), will be deducted from the Guaranteed Maintenance Holdback.

**NOTE: Guaranteed maintenance holdback is in addition to the Ten (10) Percent mechanic's lien holdback.**

### **3.5 HOLDBACK**

There will be a ten percent (10%) holdback on all payments until progress is approved or until the full contract is completed and passes inspection by the City of Charlottetown.

### **3.6 SCHEDULE AND ADMINISTRATION**

The work of this project must be completed within twelve (12) weeks from the date of award. The successful Proponent shall be required to submit a work schedule identifying all key project milestones and the work expected to be completed during each week of the schedule. The successful Proponent shall meet weekly with a representative of the City to review progress. The actual progress on site shall be compared against the submitted schedule and any significant deviations from schedule are to be explained, recorded and the schedule revised to incorporate any delays encountered. Insufficient manpower will not be considered a valid reason for delays.

### **3.7 CARPENTRY AND TIMBER**

Identify pieces of treated lumber used in preserved wood structure by CSA 0322 certification stamp.

Lumber and panel materials: to CAN/CSA-S406.

Sleepers shall be 4"x8" natural finish, marine grade pressure treated western or eastern hemlock species, rough sawn.

Decking shall be 3"x8" natural finish, marine grade pressure treated western or eastern hemlock species, with two edges and top face dressed.

Fasteners shall be 5lb, 6" galvanized, spiral spikes. Fasten using 2 spikes per deck board per sleeper (total of 10 per 8' deck board).

Installation: Execute wood deck work to CSA 086 except where specified otherwise. Supply minimum of 3 bearing supports for each plank. Stagger end joints in adjacent planks minimum of 0.5m separate joints in same area by at least two intervening courses. Avoid joints in first fifth of end spans. Minimize joints in middle third of span. Apply preservative to end cuts of pressure treated lumber.

### **3.8 AGGREGATE MATERIAL**

Aggregate quality: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, free from adherent coatings and injurious amount of disintegrated pieces or other deleterious substances.

Imported aggregated equivalent to PEI Department of Transportation, Infrastructure and Energy Compactable Class 'A'.

Compact to not less than 98% corrected maximum dry density. Shape and roll to obtain a smooth, even and uniformly compacted sub-base. Use mechanical tampers in areas not accessible by rolling equipment. Finished sub-base to be within 10mm tolerance.

### **3.9 EXCAVATION, TOPSOIL AND GRADING**

Topsoil shall be material capable of supporting good vegetative growth and suitable from use in top dressing, landscaping and seeding. Material reasonable free from subsoil, clay lumps, brush, objectionable weeds and other litter, and free from cobbles, stumps, roots and other objectionable material larger than (25 millimeters) (1 inch) in any dimension. The successful Proponent shall be required to supply and place topsoil to be flush with the top of the boardwalk on each side. Finish grade of new topsoil feathered out to be flush with existing grade at a point three feet out from the edge of the boardwalk.

In specific areas designated on the drawing (at each end of the boardwalk), the top of the new boardwalk is to be flush with the top of the existing boardwalk or street.

### **3.10 SODDING**

Sod must be placed on new topsoil 36” out from the edge of the new boardwalk in all areas where the boardwalk is built up from the adjacent grade.

Schedule the laying of sod to coincide with preparation of soil surface. Store material in accordance with the supplier’s recommendations. Replace defective or damaged materials with new.

Sod shall be Number One Kentucky Bluegrass Sod – Fescue Sod: Sod must be Turf Grass Nursery Quality Sod grown solely from seed mixture of cultivars of Kentucky Bluegrass and Chewing Fescue or Creeping Red Fescue, containing not less than 40% Kentucky Bluegrass cultivars and 30% Chewing Fescue or Creeping Red Fescue cultivars.

#### **Turf Grass Nursery Sod quality:**

- a) Not more than 1 broadleaf weed and up to 1% native grasses per 40 square meters.
- b) Density of sod sufficient so that no soil is visible from height of 1500mm when mown to height of 50mm.
- c) Mowing height limit: 35 to 65mm.
- d) Soil portion of sod: 6 to 15 mm in thickness.

#### **Installation:**

- a) Use only qualified installers to place and maintain sod.
- b) Verify that grades are correct prior to sod placement. Ensure that the soil is not excessively wet.
- c) Fine grade the surface to within 8mm. Remove and dispose of any weeds, debris, stones large than 50mm and other deleterious materials.
- d) Lay sod within 24 hours of being lifted if air temperature exceeds 20 degrees C.
- e) Lay sod section in rows, joints staggered. Butt sections closed with overlapping or leaving gaps between sections. Cut out irregular or thin sections with sharp implements.
- f) Roll sod to provide close contact between sod and soil by light rolling. Use of heavy roller to correct irregularities in grade is not permitted.
- g) Fertilize sod during establishment and warranty period.
- h) Water sodded areas in sufficient quantities and at frequency required to maintain optimum soil moisture condition to depth of 75 to 100 mm. Continue to water weekly during warranty period.
- i) Cut grass to 50 mm when or prior to it reaching height of 75 mm. Continue to cut weekly or prior to it reaching height of 75 mm during warranty period.
- j) Maintain sodded areas weed free 95%.
- k) Temporary barriers or signage to be maintained where required to protect newly established sod.
- l) During warranty period, repair and re-sod dead or bare spots to satisfaction of Consultant.

### 3.11 CITY OF CHARLOTTETOWN WAIVER OF LIABILITY

The proponent agrees and does hereby at all times save harmless the City of Charlottetown against all claim, demands, loss, costs, damages, actions, suits and other proceedings by or attributed to anything done or maintained by the Proponent in fulfilling of any of the provisions of this Proposal.

### 3.12 ANTICIPATED TIMEFRAMES

The following outlines the anticipated schedule for the Request for Proposal and contract process. The timing and sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City of Charlottetown.

#### Anticipated Dates

|  |             |
|--|-------------|
| Request for Proposal issued              | October 16  |
| Last Date for Submission of Questions    | October 26  |
| Request for Proposal Closes              | October 29  |
| Review of Proposals and Approval Process | November 2  |
| Contract Awarded                         | November 9  |
| Contract and Work Commences              | November 10 |
| Contract Deadline                        | January 29  |

### 4.0 PROPOSAL SUBMISSION AND EVALUATION CRITERIA

The following items should be included in the Proponent's submissions and will be the basis for evaluation. Information should be provided sequentially as shown:

*No assumptions shall be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known by the City, other than the documentation and responses submitted by the Proponent.*

#### **Cover Letter 10 Points**

Should include the following information:

- Company name, address, website address, telephone number, fax number, e-mail address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Acknowledgment of any addendums issued for this Request for Proposal.
- Demonstrate a clear understanding of the scope of work of this project.

#### **Qualifications 30 Points**

- Provide a brief description of your company, including a brief description of three projects involving construction similar to that of this project, as well as a statement of specialization and expertise. Include one reference with contact information for each of the three projects.
- Provide qualifications and resume for the Project Manager who will have the overall responsibility for the project.
- Provide names, certifications and qualifications of staff carrying out the project.

**Schedule 20 Points**

Provide a project schedule in bar graph form (Gantt chart) identifying critical project milestones.

**Fee 40 Points**

Provide a quote for completion of the Project, as per outlined in Section 3 of this RFP. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal. The Evaluation Committee will not be obligated to select the proposal that offers the lowest price or cost and is not obligated to award the RFP.

**Financial Proposal Evaluation****Quotation Price (40 points).**

- Points shall be awarded on the following basis;
  - 60 points for the Lowest Proposed Price
  - 56 points for all Proposed Price  $<$  or  $=$  110% of the Lowest Proposed Price
  - 52 points for all Proposed Price  $<$  or  $=$  115% of the Lowest Proposed Price
  - 48 points for all Proposed Price  $<$  or  $=$  120% of the Lowest Proposed Price
  - 44 points for all Proposed Price  $<$  or  $=$  125% of the Lowest Proposed Price
  - 40 points for all Proposed Price  $<$  or  $=$  130% of the Lowest Proposed Price
  - 36 points for all Proposed Price  $<$  or  $=$  135% of the Lowest Proposed Price
  - 32 points for all Proposed Price  $<$  or  $=$  140% of the Lowest Proposed Price
  - 28 points for all Proposed Price  $<$  or  $=$  145% of the Lowest Proposed Price
  - 24 points for all Proposed Price  $<$  or  $=$  150% of the Lowest Proposed Price
  - 20 points for all Proposed Price  $<$  or  $=$  160% of the Lowest Proposed Price
  - 16 points for all Proposed Price  $<$  or  $=$  170% of the Lowest Proposed Price
  - 12 points for all Proposed Price  $<$  or  $=$  180% of the Lowest Proposed Price
  - 8 points for all Proposed Price  $<$  or  $=$  190% of the Lowest Proposed Price
  - 4 points for all Proposed Price  $<$  or  $=$  200% of the Lowest Proposed Price
  - 0 points for all Proposed Price more than twice the Lowest Proposed Price

**PROPONENT INFORMATION SHEET:**

Proponent (Firm) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ PC: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person:

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME (Please print)

TITLE (Please print)

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE

DATE

(Affix Corporate Seal)

**PROPONENT BID SHEET**  
**Culinary Boardwalk to Sydney Street Connection**

| <u>Item</u>  | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|--|-----------------|-------------------|-----------------------|
| Demolition and removal of existing concrete walkway and gravel | per linear foot | \$_____           | \$_____               |
| Removal of 8 steel bollards                                    | per bollard     | \$_____           | \$_____               |
| Realign and excavate new pathway                               | lump sum        |                   | \$_____               |
| Supply and placement of new granular material                  | per ton         | \$_____           | \$_____               |
| Construction of new decking and sleepers                       | per linear foot | \$_____           | \$_____               |
| Supply and placement of topsoil                                | per ton         | \$_____           | \$_____               |
| Supply and placement of sod                                    | per square foot | \$_____           | \$_____               |
| Supply 6 large stones  | per ton         | \$_____           | \$_____               |
| Miscellaneous labour   |                 | \$_____           | \$_____               |
| <b>Subtotal</b>  |                 |                   | \$_____               |
| <b>HST (15%)</b>   |                 |                   | \$_____               |
| <b>Total Bid Price</b>   |                 |                   | \$_____               |
| <b><u>Additional Information Required:</u></b>                 |                 |                   |                       |
| Price Per Foot (excluding HST)                                 |                 |                   | \$_____               |

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

