


City of Charlottetown



Frank MacAulay Park Tennis Court Reconstruction

Request for Quotations

Frank MacAulay Park Tennis Court Reconstruction

Issued for Quotations	--	04/21/2017	ALC
<i>Issue or Revision</i>	<i>Reviewed By:</i>	<i>Date</i>	<i>Issued By:</i>
 <p>CBCL LIMITED Consulting Engineers</p>			
<p>ISO 9001 Registered Company</p>			

Section Title

Division 00 - Procurement and Contracting Requirements

00 21 10 Description of Work
00 21 13 Instructions to Bidders
00 41 43 Form of Quotation

Appendix A - Drawings

1. GENERAL

1. The work generally includes reconstruction of the existing tennis court at Frank MacAulay Park on Spring Lane. The upgrade work consists generally of, but not limited to, the following:

- .1 Remove existing chain link fencing.
- .2 Remove existing tennis posts bases.
- .3 Remove existing asphalt surface.
- .4 Install new tennis post bases (2 required).
- .5 Install new tennis net center tie down base (1 required).
- .6 Install basketball post base.
- .7 Tennis court gravel levelling layer.
- .8 Asphalt paving.
- .9 Painted pavement markings.
- .10 Install new chain link fence & gates.

The Owner will supply the following materials for incorporation into the works: tennis net (1), tennis posts (2), tennis center net tie down sleeve (1), basketball post (1), backboard and net (1).

Project

Frank MacAulay Park Tennis Court Reconstruction

Location

Charlottetown, PEI

Owner

City of Charlottetown

Consultant

CBCL Limited
135 St. Peters Road, Suite 201
Charlottetown, PE C1A 5P3

1. Quotation
Submission

- .1 Quotations shall be submitted by completing this document and placing it in a sealed envelope clearly marked on the outside, "Frank MacAulay Park Tennis Court Reconstruction, Controller, 3rd Floor City Hall" and must be received by the Controller on the 3rd Floor of City Hall, before 2:00:00 p.m. local time on Friday, May 5, 2017. It is the responsibility of the Tenderer to ensure that the sealed tender is delivered directly to the 3rd Floor by the time indicated. Tenders received after the time indicated shall be returned unopened.

Office of Controller
3rd Floor City Hall
199 Queen Street
Charlottetown, PEI C1A 7K2

2. Quotation Opening

- .1 Quotations will be opened immediately following Quotation closing. Opening will be public.

3. Accuracy of
Referencing

- .1 Indexing and cross-referencing are for convenience only.

4. Quotation
Conditions

- .1 Take full cognizance of content of all Contract Documents in preparation of Quotation. Refer to the following Section

for a complete list of Contract Documents:
00 41 43 - Form of Quotation, Subsection 3.4

5. Bidders to Investigate .1 Bidders will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
6. Substitutions .1 Where manufactured articles are described or specified in the Contract Documents by name, catalogue number of a manufacturer or supplier, Bidders shall Quote on the basis of using only such articles.
7. Clarification and Addenda .1 Any questions, ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised IN WRITING to Stephen Wedlock: swedlock@charlottetown.ca not less than three (3) working days before Tender closing. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and posted on the City's website: www.charlottetown.ca/tenders.php All addenda issued shall be incorporated into the Contract Documents. **It is the responsibility of the Tenderer to ensure all addenda have been received.**
8. Preparation of Quotation .1 Complete Form of Quotation provided with Project Documents in ink. Quote all items and fill in all blanks. Have corrections initialed by person signing Quotation.
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9. Taxes .1 Quotation prices shall include all taxes except Harmonized Sales Tax which shall be indicated as a separate amount and included in the Contract Price.
10. Amendment or Withdrawal of Quotation .1 A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that bidder for this Quotation. Any bidder may withdraw or qualify his/her submission at any time up to the official closing time by re-submitting a new bid to the City. The time and date of receipt will be marked. The new submission shall be marked on the sealed envelope by the Bidder as "Resubmission #" along with the name of the Bidder and to the attention of Nancy McMinn, as noted above in the Quotation. Bids may be withdrawn at any time prior to opening upon written request from the bidder. Negligence on the part of the bidder in preparing his/her bid shall not constitute a right to withdraw a bid subsequent to the bid opening.
11. Informal or Un-balanced Quotations .1 Quotations that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected. Wherever in a Quotation, that an amount Quoted for an item does not agree with the extension of the estimated quantity and the Quoted unit price, the unit price shall govern and the amount shall be corrected accordingly. If a Bidder has not entered a price for an item or work set out in the Form of Quotation, he shall, unless he has specifically stated otherwise in his Quotation, be deemed to have allowed elsewhere in the Form of Quotation for the cost of carrying out the said item or work, unless agreed by the Owner no increase shall be made in the total Quotation price on account of such omission.
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12. Right to Accept
or Reject any
Quotation

- .1 Owner reserves right to accept or reject any Quotation.
 - .2 The City may prohibit a bidder 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 bidder 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.
 - .3 This Quotation 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 Quotations, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of the City.
 - .4 At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the Quotation, the City may reject summarily any bid received from a corporation or other person which has been anyway involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the Quotation was published.
 - .5 The City's evaluation may include information provided by the Bidder's references and may also consider the Bidders's past performance on previous contracts with the City or other institutions.
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13. Conflict of Interest .1 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 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.
14. Quotation Award .1 On the written acceptance by the Owner of a Quotation, that Quotation becomes the Contract and the Bidder who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the Owner following receipt of a written letter of acceptance from the Owner.
15. Safety Documentation .1 Submit within 7 days of award of contract and prior to construction, a copy of Bidder's current valid clearance letter, issued by Workers Compensation Board of Prince Edward Island.
- .2 A list of documentation required from Contractors is available on the City's website: www.charlottetown.ca/tenders.php.
16. Quotation Submission Requirements .1 A complete Quotation is comprised of the following:
- a) The Form of Quotation with all pages and spaces for entry of information by Bidders filled in as instructed (including proposed schedule).
- Incomplete Quotations may be disqualified.
17. Electronic Transfer of Funds .1 Vendors are advised that the City uses electronic payments on goods and services
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provided to the City. Payment of invoices will be made by way of Electronic Funds Transfer. The successful proponent will be required to provide the necessary banking information for registration on the City's system.

18. Gratuities .1 Charlottetown may, by written notice to a bidder, 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 bidder, or the agent or representative of the bidder, to any employee or agent of the project with a view toward securing favourable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.
19. Project Budget .1 The project budget is sensitive and following the close of Quotations and prior to award, it may be necessary to adjust the scope to match available dollars.
20. Insurance and PEI Workers Compensation .1 The contractor 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 causes 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 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's harmless and indemnified. For all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of 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 Contractor is to carry and keep in force Professional Liability Insurance in an amount of not less than \$2,000,000.00 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. The policy shall be underwritten by a company licensed to conduct business in the Province of Prince Edward Island. The City requires a minimum of 30 days notice of cancellation or amendment to the aforementioned policy.

The contractor is required to have in place adequate coverage under, and be in good standing with the Workers Compensation Board of PEI during term of the 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.

21. Subcontracting
1. Using a sub-contractor (who must be clearly identified in the bid documents) is acceptable. This includes a joint submission by two tenders having no formal corporate links. However, in this case, one of these Tenderers must be prepared to take overall responsibility for successful interconnection of the two products or service lines in this party must be specified in the bit.
 - .2 Sub-contracting to any firm or individual who is current of past corporate or other interests may, in the City's opinion, give rise to a conflict 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 tender.
 - .3 Any sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval of the City.
22. Assignment
- .1 This tender 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 City. Any permitted assignee City of Charlottetown 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.
23. Laws of Prince .1 This tender will be governed by and will be

Edward Island

construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

24. Performance

- .1 The City has the right to cancel any agreements resulting from this tender based on performance, with the City as the sole judge of that performance.

25. Final Agreement

- .1 This tender does not necessarily contain all terms and conditions necessary for conducting business with the City of Charlottetown.

26. Cancellation

- .1 The tender 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 tender has been issued;
 - ii. Information has been received by the City, after issuance of this tender, 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 tender.

The City of Charlottetown may cancel this tender, reject all bids, or seek to acquire the equipment or services through a new tender or by other means.

1. SALUTATION:

.1 To: City of Charlottetown

.2 For: Quotation 162615.02
Frank MacAulay Park Tennis Court Reconstruction

.3 From: _____

2. TENDERER DECLARES:

- .1 That this quotation was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the bidder was familiar with local conditions.
- .4 That Contract Documents and all Addenda were carefully examined.
- .5 That the list of safety documentation required by the City has been obtained from the City's website.
- .6 That all the above were taken into consideration in preparation of this Quotation.
- .7 That you are not bound to accept the lowest or any quotation which you may receive.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the Stipulated Price stated in Subsection 4 hereunder.
 - .2 Declares that the Quotation Price set forth in the Form of Quotation has been correctly computed for the purposes of this quotation and that it includes and covers all contingencies and provisional sums; all duties and handling charges; transportation; and all other charges. HST is not to be included in the Total Quotation Price.
 - .3 That this Quotation is valid for acceptance for thirty (30) days from Quotation Closing.
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- .4 That the Contract Documents include:
 - .1 Description of Work
 - .2 Instructions to Bidders
 - .3 Form of Quotation
 - .4 Appendices
 - .5 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. QUOTATION SUMMARY

The undersigned Bidder, having carefully read and examined the Contract Documents prepared by CBCL Limited for the completion of Frank MacAulay Park Tennis Court Reconstruction, Quotation No. 162615.02 in accordance with the following documents:

Description of Work
Instructions to Bidders
Form of Quotation
Appendices
Addendum/Addenda

hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and Site of Works and having full knowledge of the work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a contract to perform and complete the whole of the said works and provide all necessary labour, plant, tools, materials and equipment and pay all applicable taxes as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all therein called for on the terms and conditions and under these provisions therein set forth for the following:

SUMMARY

Total Quotation Price (Stipulated Price excluding HST) (a) \$ _____

Add HST (15% of (a)) (b) \$ _____

Estimated Contract Price (Sum of (a) plus (b)) (c) \$ _____

Bidders's HST Registration Number: _____

5. COMPLETION TIME

- .1 Bidder agrees to complete the Work within _____ weeks of written notification of award.

City of Charlottetown
Frank MacAulay Park
Tennis Court Reconstruction
Quotation 162615.02

Form of Quotation

Section 00 41 43

Page 3

April 2017

6. SIGNATURES*

DATED THIS _____ DAY OF _____, 20 _____.

[Seal]

Name of Firm Quoting

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

*NOTE: Quotations submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

City of Charlottetown
Frank MacAulay Park
Tennis Court Reconstruction
Quotation 162615.02

Form of Quotation

Section 00 41 43

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April 2017

City of Charlottetown
Frank MacAulay Park
Tennis Court Reconstruction
Quotation 162615.02

Appendix A

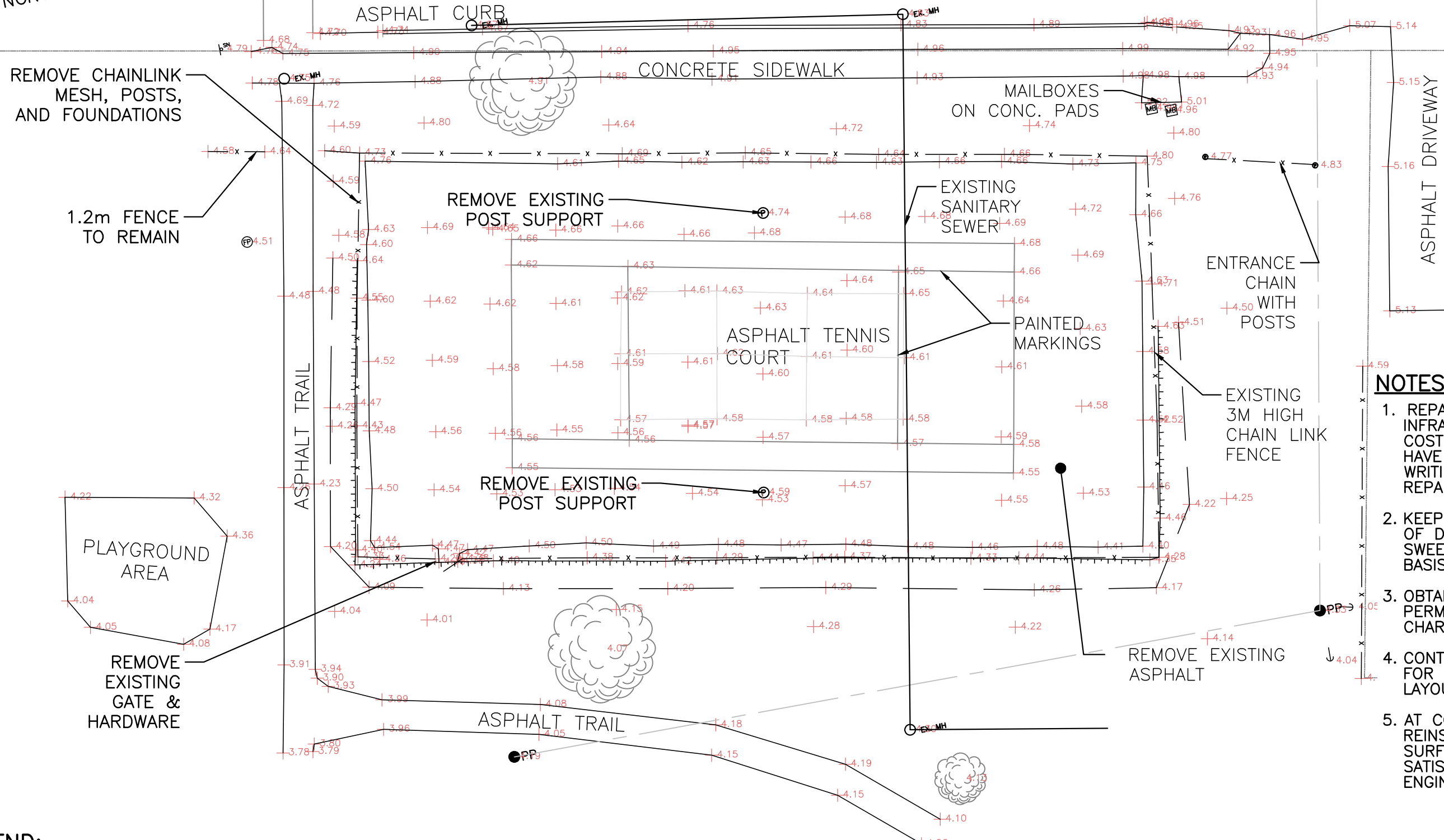
April 2017

Drawings



SPRING LANE

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- NOTES:**
- REPAIR ANY DAMAGED INFRASTRUCTURE AT NO EXTRA COST TO THE CONTRACT AND HAVE UTILITIES CONFIRM IN WRITING ACCEPTANCE OF ANY REPAIR.
 - KEEP ADJACENT STREETS FREE OF DIRT AND MUD FROM SITE. SWEEP ROADS ON A REGULAR BASIS.
 - OBTAIN AND PAY FOR BUILDING PERMIT FROM CITY OF CHARLOTTETOWN.
 - CONTRACTOR IS RESPONSIBLE FOR SETTING GRADES AND LAYOUT CONTROL.
 - AT COMPLETION OF WORK REINSTATE ALL DISTURBED SURFACES TO THE SATISFACTION OF THE ENGINEER.

LEGEND:

- EXISTING FENCE
- PROPOSED FENCE
- TOP OF SLOPE
- TOE OF SLOPE
- EXISTING SPOT ELEVATION
- FINISH GRADE

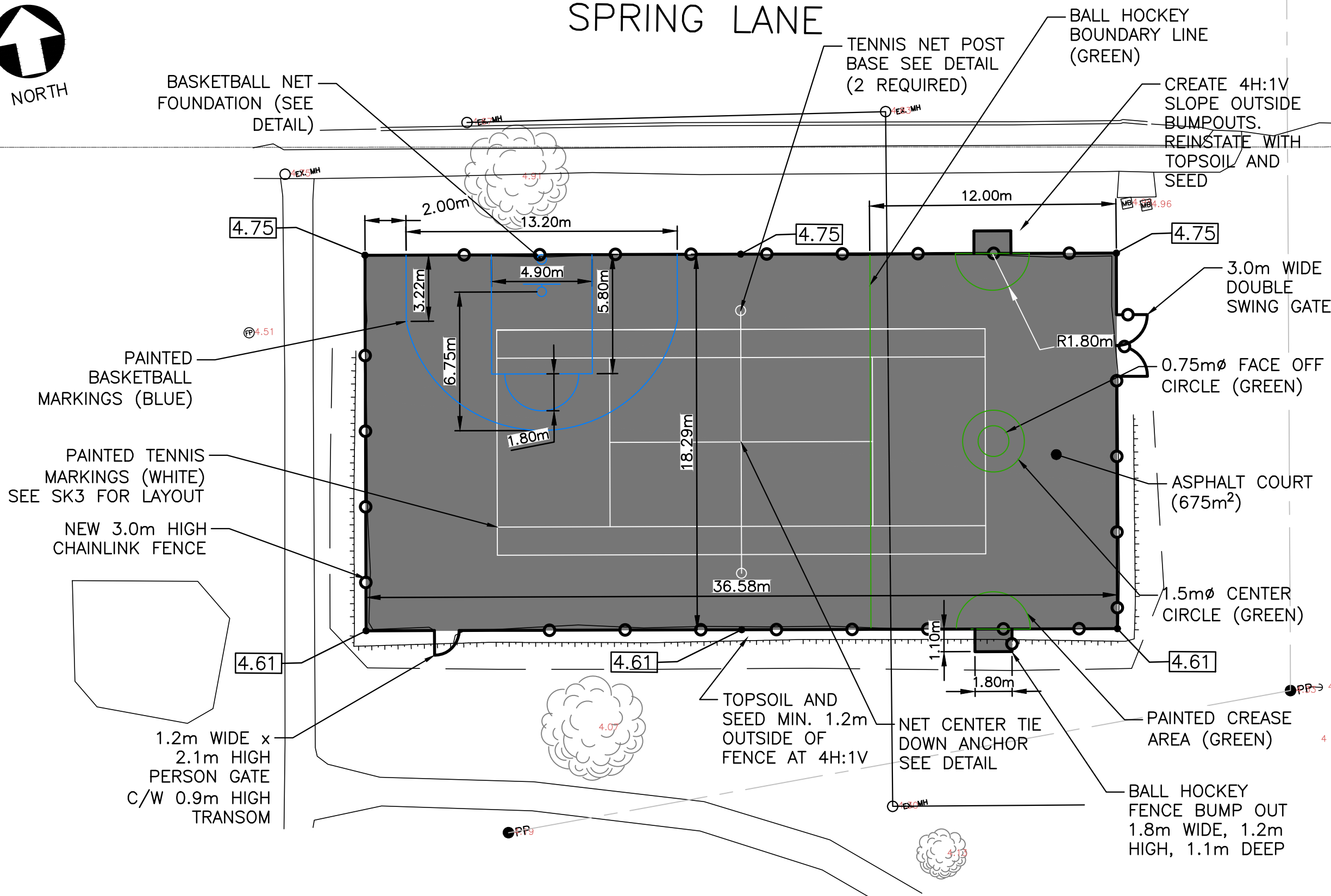
No.	Description
0	ISSUED FOR QUOTATION - APRIL 6, 2017

Date 04/06/2017	Scale 1:200	Designed ALC	Drawn PKS	Checked	Approved	CBCL No. 162615.00	Contract 162615.02
CBCL LIMITED Consulting Engineers <small>ISO 9001 CERTIFIED</small>						CITY OF CHARLOTTETOWN FRANK MACAULAY PARK TENNIS COURT RECONSTRUCTION PLAN EXISTING CONDITIONS & REMOVALS	
							Drawing <h1>SK1</h1>



SPRING LANE

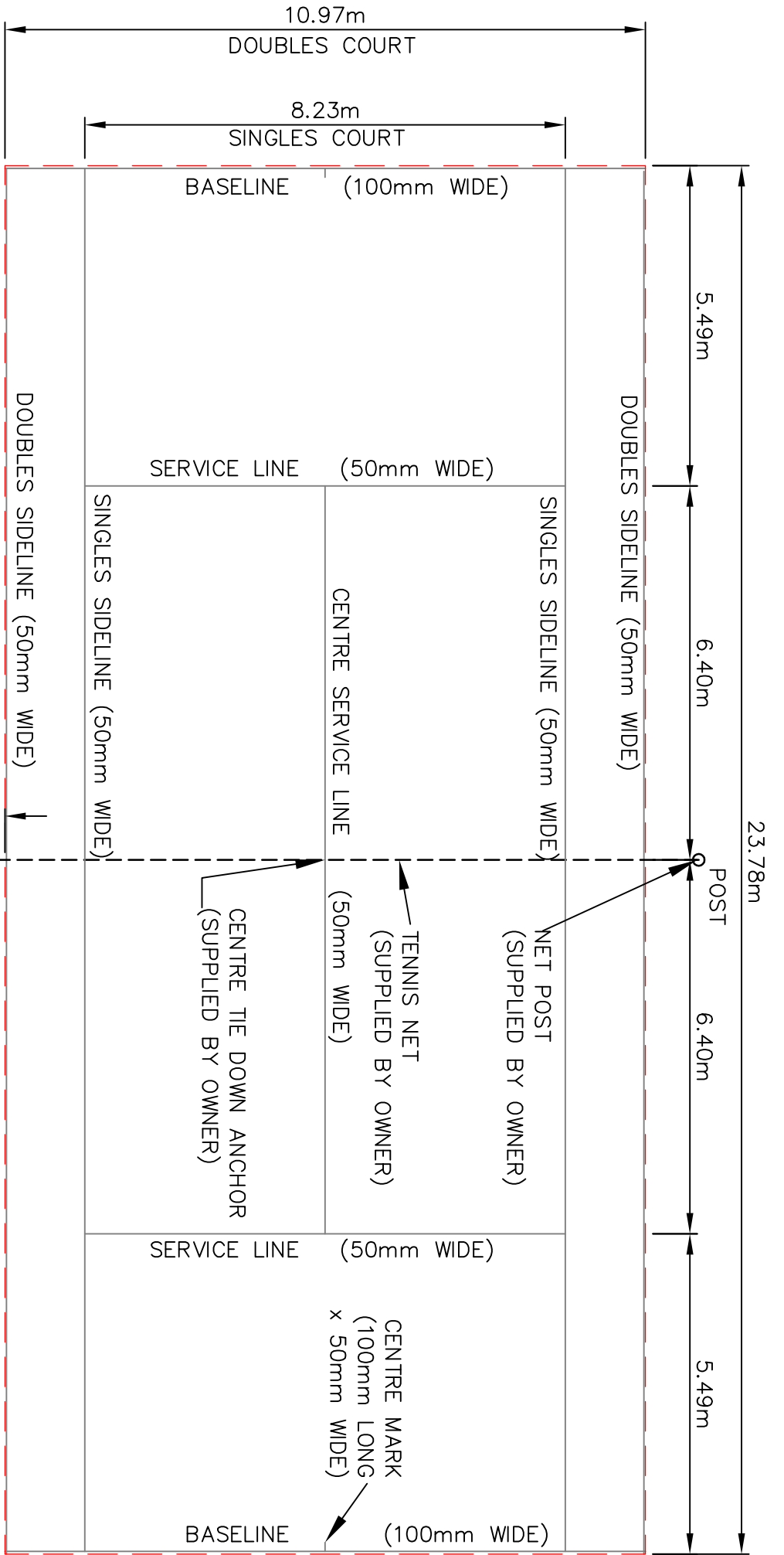
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LEGEND:

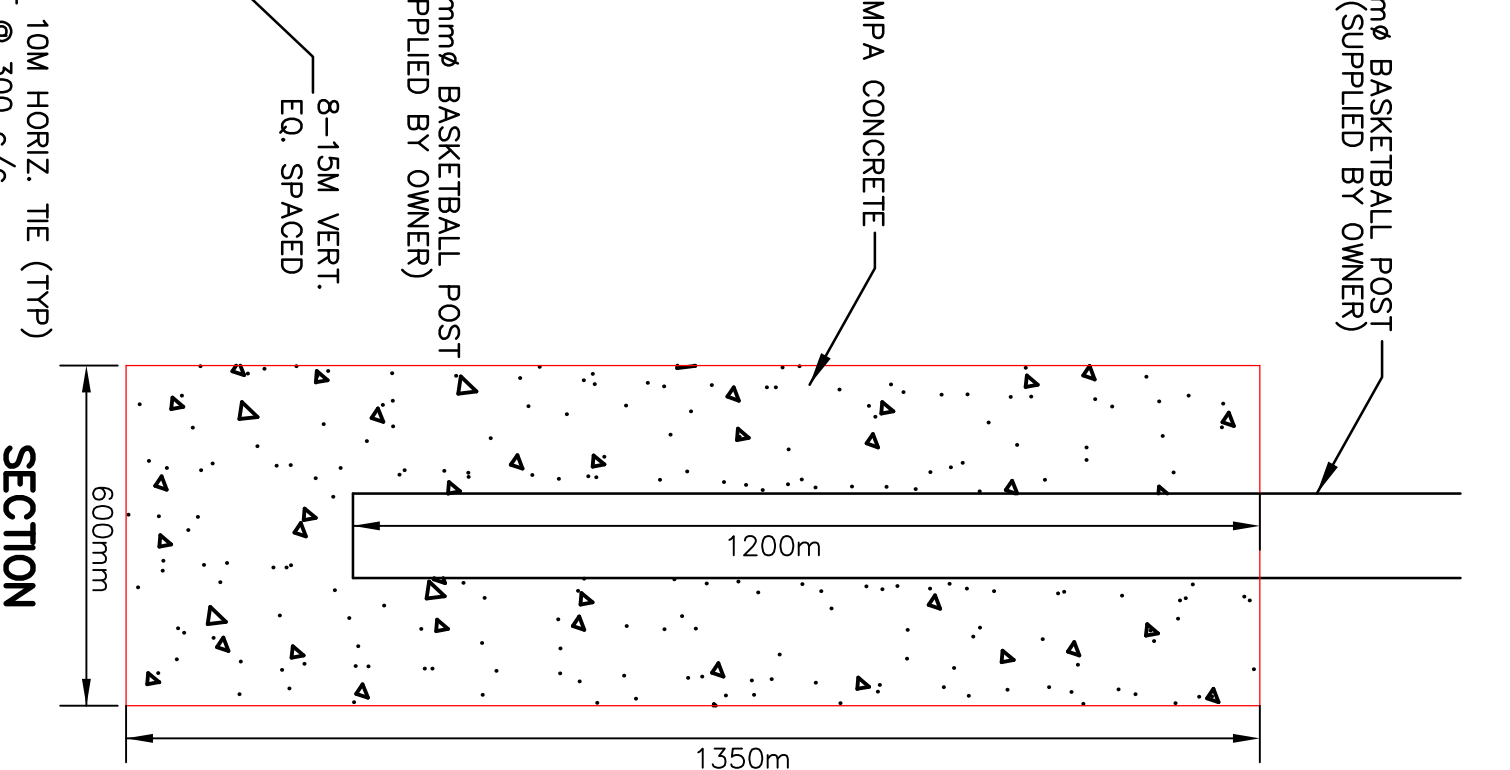
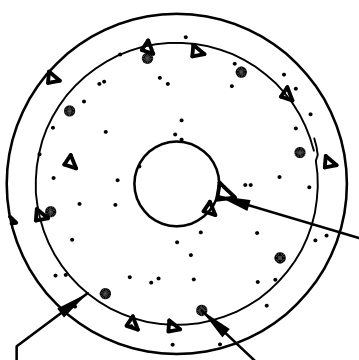
- x — x — EXISTING FENCE
- o — PROPOSED FENCE
- / — TOP OF SLOPE
- \ — TOE OF SLOPE
- (4.75) — EXISTING SPOT ELEVATION
- [4.75] — FINISH GRADE

Date	04/06/2017	Scale	1:200	Designed	ALC	Drawn	PKS	Checked		Approved		CBCL No.	162615.00	Contract	162615.02
CBCL LIMITED Consulting Engineers <small>ISO 9001 CERTIFIED</small>												CITY OF CHARLOTTETOWN FRANK MACAULAY PARK TENNIS COURT RECONSTRUCTION		Drawing	
PLAN SITE FINISHING												SK2			
No.	Description														
0	ISSUED FOR QUOTATION - APRIL 6, 2017														



PLAN - TENNIS COURT LAYOUT




SCALE: 1:10

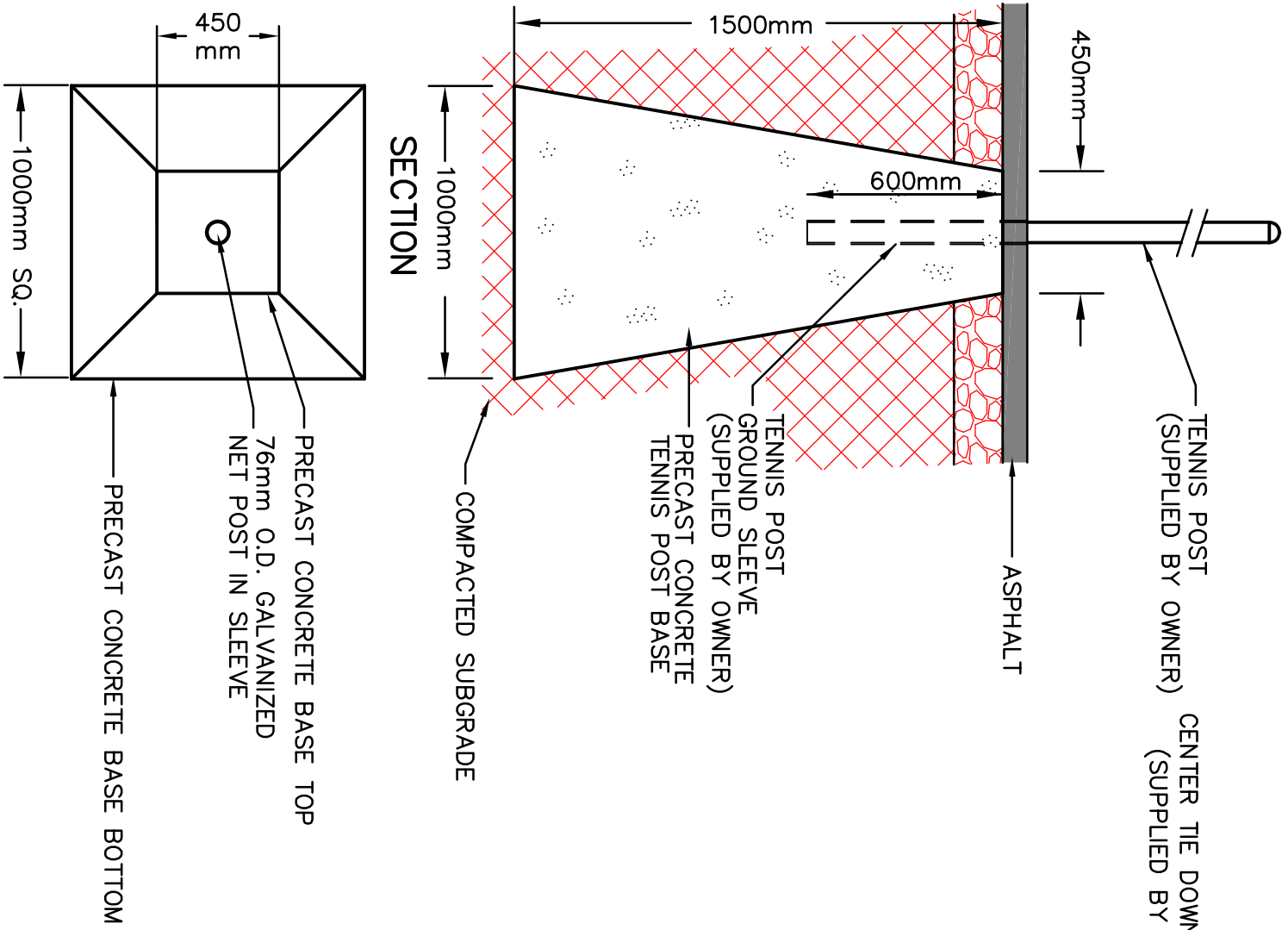


PLAN DETAIL - BASKETBALL FOUNDATION

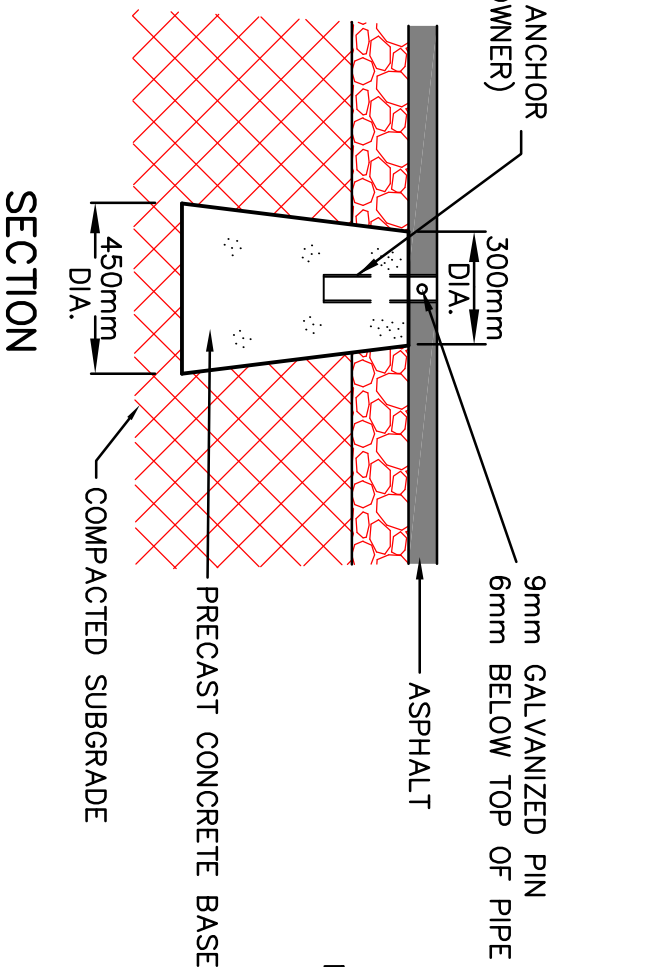
NTS

No.	Description
0	ISSUED FOR QUOTATION - APRIL 6, 2017

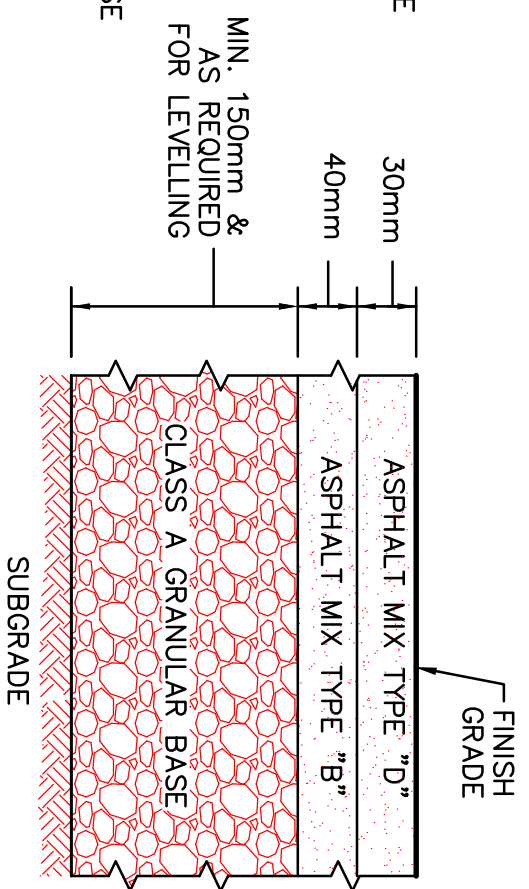
Date	04/06/2017	Scale	AS NOTED	Designed	ALC	Drawn	PKS	Checked	Approved	CBCL No.	162615.00	Contract	162615.02
 													
CITY OF CHARLOTTETOWN FRANK MACAULAY PARK TENNIS COURT RECONSTRUCTION													
PLAN COURT LAYOUTS													
													



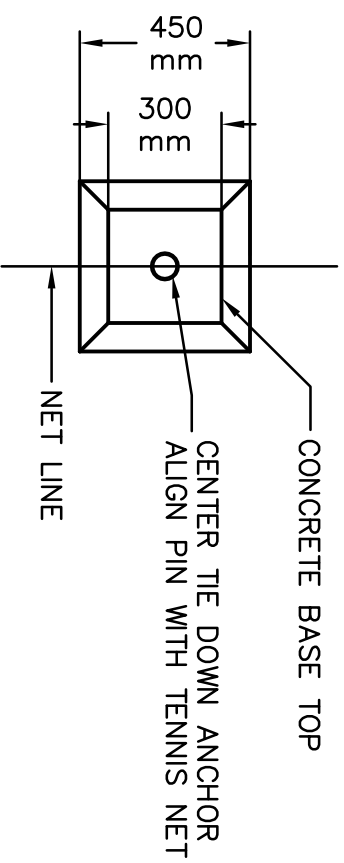
DETAIL -- TENNIS NET POST BASE
SCALE 1:20 (2 REQUIRED)



DETAIL -- TIE DOWN ANCHOR
SCALE 1:20 (1 REQUIRED)



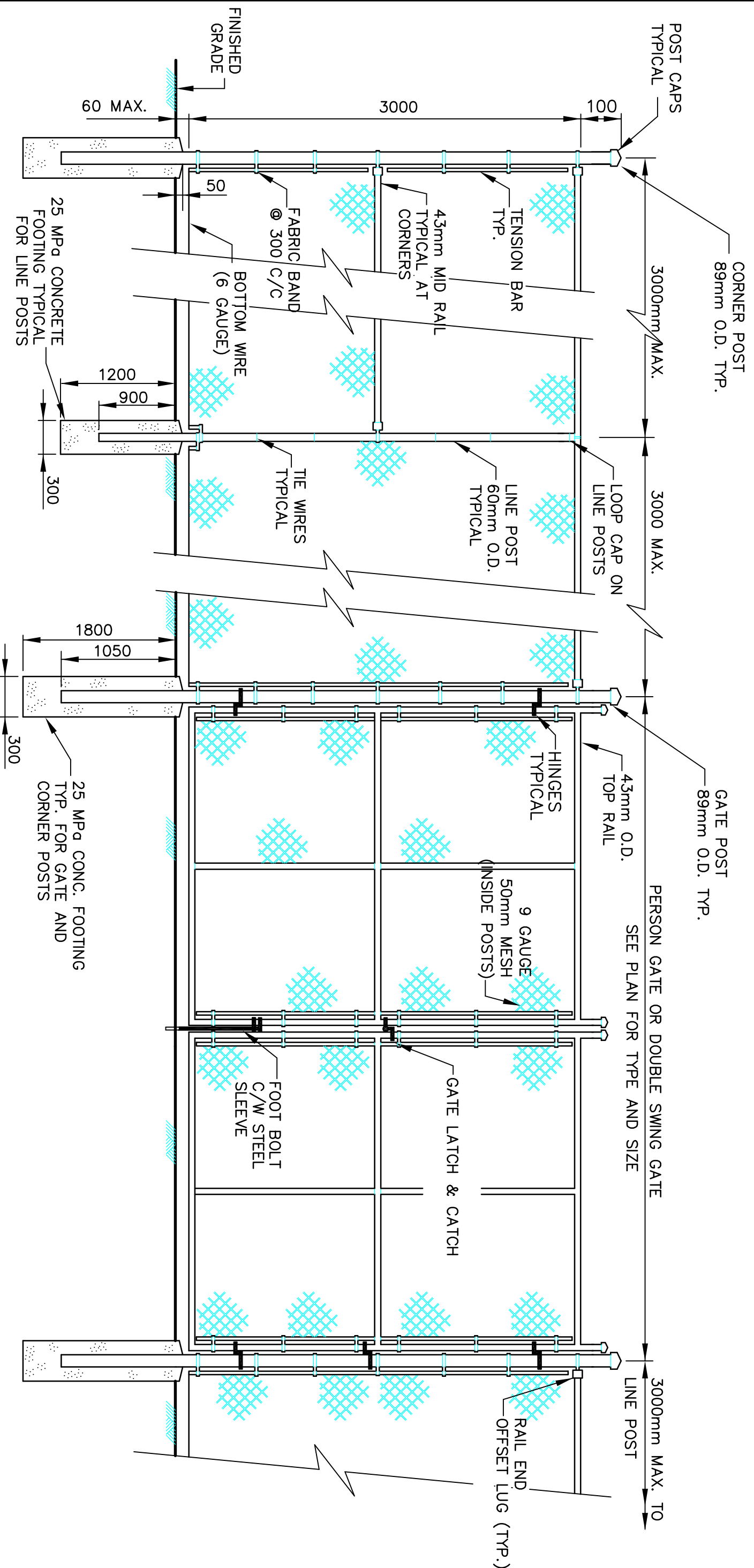
DETAIL -- TYPICAL ASPHALT CONSTRUCTION
NTS



DETAIL -- TENNIS NET CENTER
SCALE 1:20 (1 REQUIRED)

Date		Scale		Designed		Checked		Approved		CBCL No.		Contract	
04/06/2017		AS NOTED		ALC		PKS		FRANK MACAULAY PARK TENNIS COURT RECONSTRUCTION		162615.00		162615.02	
Description		<p>CBCL CBCL LIMITED Consulting Engineers ISO 9001 CERTIFIED</p> <p>DETAILS COURT DETAILS</p>											
No.		<p>0 ISSUED FOR QUOTATION - APRIL 6, 2017</p>											

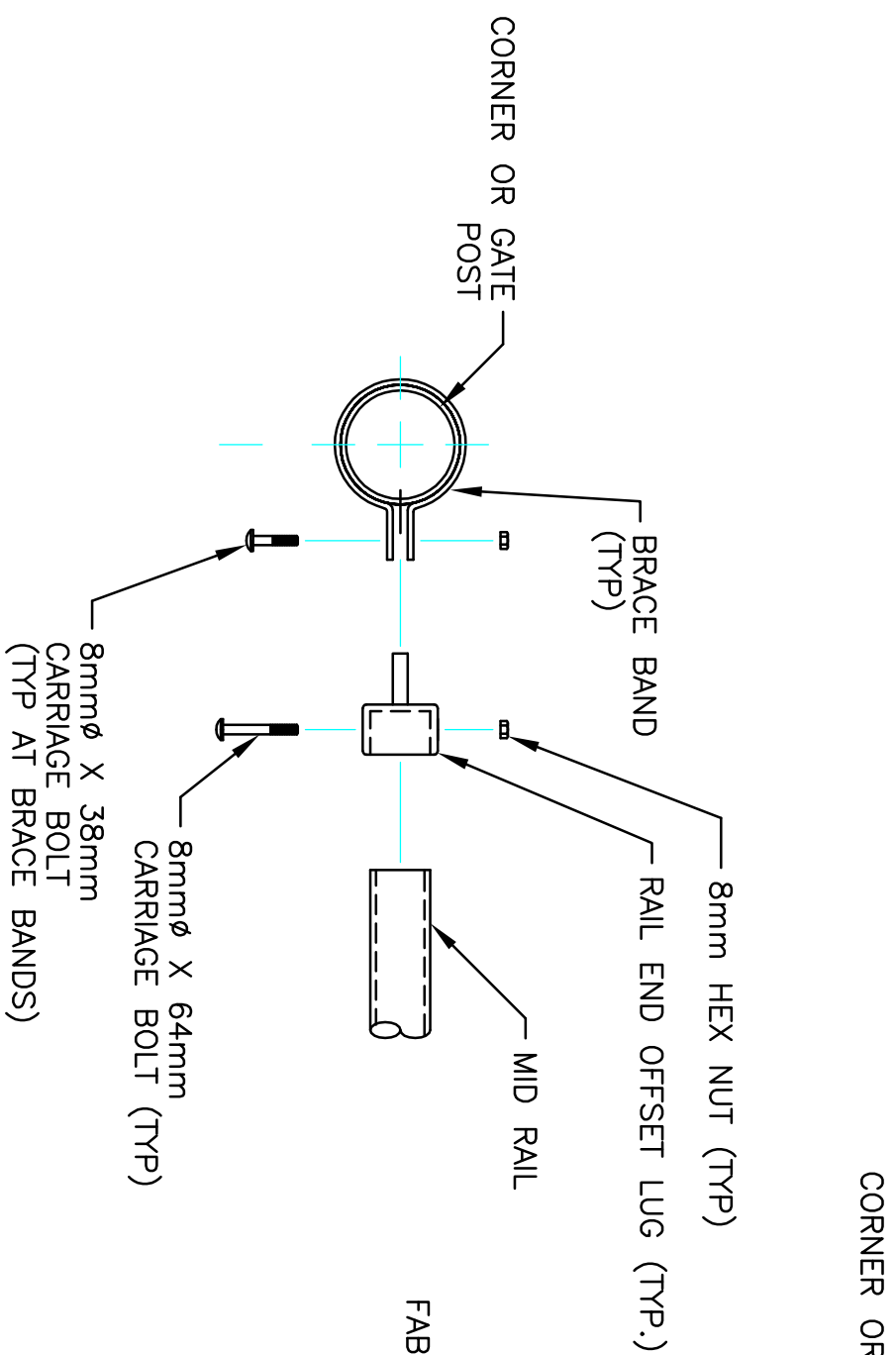
SK4



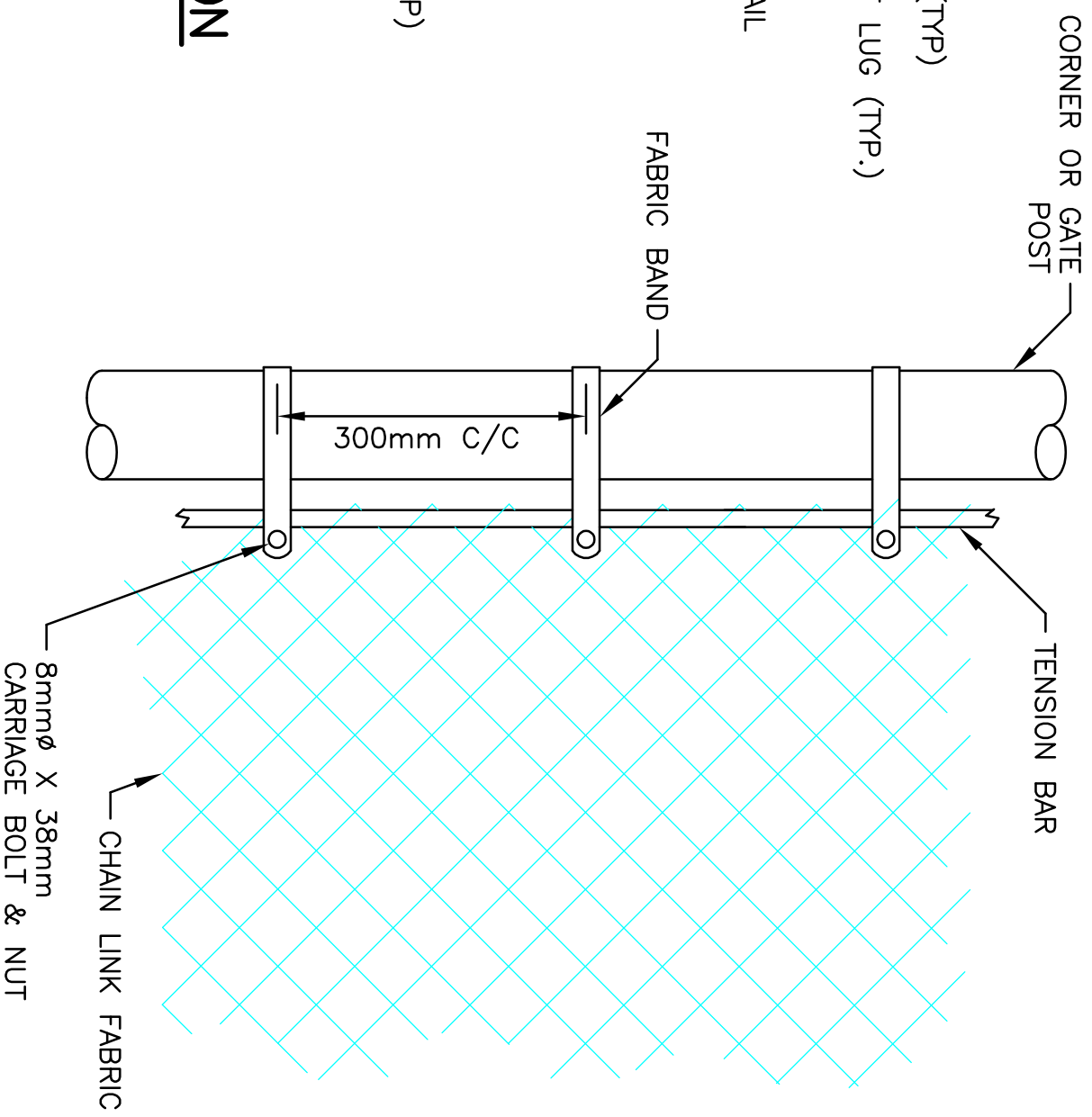
DETAIL - CHAINLINK FENCE AND GATE
NTS

No.	Description
0	ISSUED FOR QUOTATION - APRIL 6, 2017

 CBCL LIMITED Consulting Engineers ISO 9001 CERTIFIED	Date	04/06/2017	Scale	AS NOTED	Designed	ALC	Drawn	PKS	Checked	Approved	CBCL No.	162615.00	Contract	162615.02
	CITY OF CHARLOTTETOWN FRANK MACAULAY PARK TENNIS COURT RECONSTRUCTION													
DETAILS MISCELLANEOUS DETAILS														



CHAIN LINK RAIL CONNECTION
NTS



CHAIN LINK FABRIC CONNECTION
NTS

No.	Description
0	ISSUED FOR QUOTATION - APRIL 6, 2017

Date	04/06/2017	Scale	1:250	Designed	ALC	Drawn	PKS	Checked	Approved	CBCL No.	162615.00	Contract	162615.02
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CBCL LIMITED
Consulting Engineers
CITY OF CHARLOTTETOWN
FRANK MACAULAY PARK TENNIS COURT
RECONSTRUCTION

DETAILS
MISCELLANEOUS DETAILS

Drawing

SK6