



Contract 2851Q

ROOF REHABILITATION – MINORU PAVILION

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

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Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

CONTRACT 2851Q - ROOF REHABILITATION - MINORU PAVILION

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing and Insurance Department, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00 noon, Local time:

Tuesday, April 25, 2006

2. Quotations received in the office of the Purchasing and Insurance Department after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. This Document and completed Forms will become part of the Contract Documents between the City and the successful Bidder.
5. The City reserves the right to accept all or any part of a quotation or to waive irregularities at their own discretion. The lowest or any quotation will not necessarily be accepted.
6. Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the City.
7. The City of Richmond estimates that this contract will be awarded within four (4) weeks of the closing date. All bidders submitting Quotations for the Project will be advised as to the outcome. Please note that Bid results for those contracts posted on the City Web Site and/or BC Bid will be listed on BC Bid within two (2) weeks of the award of Contract.
8. Prices, in Canadian currency, shall be shown for the work specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.

Instructions to Bidders (Cont'd)

9. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 (attached) completed and submitted with their Quotation.

All policies and certificates shall be submitted to the Purchasing and Insurance Department before a contract is issued to carry out the work.

10. Bidders shall examine the contract documents and visit the site of the work to understand the contract requirements of the project. The City will not make allowances for the contractor's failure to make proper site investigation.
11. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
12. Inquires during submission of Quotation should be directed as follows:

Technical
Ricardo T. Soliven
Project Coordinator
Facility Management
Planning & Construction
City of Richmond

Telephone: 604-244-1237
E-mail: rsoliven@richmond.ca

Technical

GCW Consultants Ltd.
502 11TH Street
New Westminster, B.C.V3M 4G3

Telephone: (604) 524-4071
Fax (604) 524-4078
email: davegcw@telus.net

Contractual
Sheryl Hrynyk
Buyer II
Purchasing
City of Richmond

Telephone: (604) 276-4135
email: shrynyk@richmond.ca

Instructions to Bidders (Cont'd)

13. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Department prior to time set as closing time for receiving Quotations.
14. Quotations shall be open for acceptance for 60 days following the submission closing date.
15. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
16. It is the sole responsibility of the potential bidders to check the City of Richmond Web Site, BC Bid and/or the City of Richmond Purchasing Section to ensure that all available information has been received prior to submitting a bid.
17. A **mandatory** site visit will be held on Thursday, April 13, 2006 at the Gateway Theatre, 6500 Gilbert Road, Richmond, BC.
18. Please note the following requirements for bonding:
 - A bid bond** in the amount of ten percent (10%) of the tendered amount will be required with submission.
 - A Performance bond** in the amount of fifty percent (50%) of the tendered amount will be required with submission
 - A labour and material payment bond** in the amount of fifty percent (50%) of the tendered amount will be required with submission.

Quotation Form

Purchasing and Risk
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract and Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$ _____

PAYMENT TERMS: _____

The above price includes and covers duties, Federal, (including G.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned Bidder agrees to complete the whole of the works within _____ weeks of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature,
and Title of
Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(To be submitted with Quotation)

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$2,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of _____, 2005.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY.

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Owner:				
Located at:				
Contract for:				
Owner:				
Located at:				
Contract for:				
Owner:				
Located at:				
Contract for:				
Owner:				
Located at:				
Contract for:				

(If additional space is required, attach additional)

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to so employ the listed subcontractors and no others in their stead.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described
--	--

List of Equipment

The Bidder proposes to use the equipment listed below in carrying out the work covered by this Contract (list only the major pieces of equipment to be used):

Number of Units	Brief Description of Equipment (state its use, make, age, and general condition)	Check Whether: Owned by Bidder	Rented/ Leased
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(If additional space is require, attach additional)
(If additional space is require, attach additional)

SPECIFICATIONS

**SPECIFICATIONS FOR THE
ROOF REHABILITATION
AT
MINORU PAVILION
RICHMOND, BC**

**GRANVILLE AVENUE
RICHMOND, BC**

**PREPARED BY
GCW CONSULTANTS LTD.
502 11TH STREET
NEW WESTMINSTER, BC
V3M 4G3
PHONE: 604-524-4071
FAX: 604-524-4078**

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PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

1.1 DESCRIPTION OF WORK

Work under this section covers the rehabilitation of the roof system located at the Pavilion 7191 Granville Avenue Richmond, BC; including all new and altered work, and items of work as follows.

1. Removal and disposal of the existing cedar roof and gutter systems to the wood strapping or wood deck level. Note: A per lineal metre price is required for the replacement of the deteriorated wood components.
2. Supply and installation of felt interlay between the shake courses.
3. Supply and installation of all new roofing, new built in gutter membrane, new sheet metal flashing, valley flashings, vent flashings, step flashings and any other items specified or as necessary to complete a proper leak proof rehabilitation.
4. Supply and installation of #30 plain asphalt saturated felts to the valley and eaves.
5. Protection of the inside contents of the building and the owners property, and landscaping.
6. Make good all damages occurring to the premises, grounds, parking areas, and inside contents of the building as directed by the Consultant no cost to the owners.
7. Leave the site in a clean and tidy condition.
8. Coordinate with the contractors doing the repairs to the deteriorated wood and structural components before the roofing is started in these areas.

PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

1.2 DOCUMENTS REQUIRED

- .1 Maintain at jobsite one copy of the following:
 - .1 Specifications
 - .2 Addenda
 - .3 Change orders
 - .4 Other modifications to contract
 - .5 Copy of approved work schedule
 - .6 Manufacturer's installation and application instructions
 - .7 Contract documents
 - .8 Permits and documents required to perform work

1.3 WORK SCHEDULE

- .1 Provide within ten working days after contract awarded, schedule showing anticipated progress stages and final completion of work within time period required by the contract documents.
- .2 Interim review of work progress based on work schedule will be conducted as decided by consultant; and schedule updated by the contractor in conjunction with and to approval of the Consultant or Owner's Representative.
- .3 Ensure that the roof system is securely sealed, and watertight at the end of each work day, so that no water leakage will occur.

1.4 COST BREAKDOWN

- .1 Before submitting first progress claim, submit breakdown of contract price in detail as directed by the Consultant or Owner's Representative, and the contract price. After approval, cost breakdown will be used as basis for progress payment.

1.5 CONTRACTORS USE OF SITE

- .1 All demolition and alteration work shall be executed with the least possible interference or disturbance, of normal use of premises.

PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

.2 Coordinate with the Consultant or Owner's Representative, all operations on the storage and equipment areas, parking and access. Confine construction operations to areas designated by the Consultant or Owner's Representative.

.3 Ensure that the roof system is securely water tight, so that

1.6 CODES AND STANDARDS

.1 Perform work in accordance with the National Building Code of Canada (N.B.C.) National Fire Code, and any other code or regulation of provincial or local authorities.

.2 Meet or exceed requirements of specified standards, codes, and referenced documents.

1.7 PROJECT MEETING

.1 Consultant will arrange project meeting and resume responsibility for setting times and recording and distribution of minutes of meetings.

1.8 CUTTING, FITTING AND PATCHING

.1 Execute cutting, fitting, and patching required to make work fit properly together.

.2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing.

.3 Where demolition of alteration work opens portions of the existing building to damage by weather conditions, provide protection to avoid damage to the buildings or contents. This includes weatherproofing all open areas at completion of each days work and during inclement weather.

.4 Fit work airtight to pipe, sleeves, ducts and conduits.

1.9 EXISTING SERVICES

.1 Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum of disturbance to occupants.

.2 Before commencing work, establish location and extent of service lines in area of work and notify Consultant or Owner's Representative of findings.

PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

.3 Submit schedule to, and obtain approval from, Consultant or Owner's Representative for any shutdown or closure of active service or facility, adhere to approved schedule and provide notice to affected parties.

.4 Where unknown services are encountered, immediately advise Consultant or Owner's Representative and confirm findings in writing.

1.10 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with the least possible interference or disturbance public and normal use of premises. Arrange with the Consultant or Owner's Representative to facilitate execution of work.

.2 Where security has been reduced by work of contract, provide temporary means to maintain security.

overloading .3 Accept liability for damage, safety of equipment and of existing structures.

.4 Provide temporary dust screens, barriers and warning signs in locations where work to be performed is adjacent to areas used by occupants, public or governing staff.

.5 Provide workmen with a minimum of four years experience in roofing application. Foremen to possess a trade qualification certificate.

1.11 FAMILIARIZATION WITH SITE

.1 Before submitting tender, visit site and become familiar with all conditions likely to affect the work. Discuss with the Consultant or Owner's Representative methods of access, temporary power, water, sanitary and other facilities and restrictions applicable to work. Provide and pay for all services except those specifically provided by the owners.

PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

.2 Execute the contract based on investigations carried out prior to tender. Information derived from any quantities, dimensions tests, specifications, plans, maps, or profiles made, given or furnished by the Consultant or Owner's Representative, his employees or agents is made, given or furnished for the general information of bidders and is not in any way warranted or guaranteed by or on behalf of the owner, and no extra allowance will be made to the contractor by the owner for any loss or damage sustained in consequence or by reason of any such statement, representation or information being incorrect or inaccurate or on account of unforeseen difficulties of any kind.

.3 Remove any temporary services for facilities after completion of work and make good any damages to conditions previously existing or to match new work as acceptable to the Consultant or Owner's Representative.

1.12 CONSTRUCTION SAFETY MEASURES

.1 Observe and enforce construction safety measures, required by Canadian Construction Safety Code, Provincial Government, Workers Compensation Board of BC, National Fire Code, Dominion Fire Commissioner and any other authorities having jurisdiction with the most stringent provisions to apply.

.2 Ensure that no part of the work is subjected to a load which will cause damage or endanger safety.

.3 One fire extinguisher is required for each torch in use.

.4 A minimum two (2) hour fire watch is required at the end of each torching day.

1.13 SIGNS

.1 No signs will be permitted on site unless approved by the Consultant.

1.14 DISPOSAL AND CLEANING

.1 No fires or burning of rubbish will be permitted.

PROJECT# 2783

GENERAL INSTRUCTIONS

SECTION 01005

.2 Remove all demolished, waste materials, rubbish, and excessive materials from site.

.3 Maintain site clean and free of rubbish during construction and upon completion of project. Thoroughly clean all surfaces of buildings, walk, paved areas, etc. Brush or rake clean other surfaces of grounds.

1.15 SYSTEM OF MEASUREMENTS

.1 The Metric system of measurements (SI) will be employed in this contract.

1.16 TENDER

.1 Lowest or any tender will not necessarily be accepted.

1.17 ENQUIRIES

.1 Enquiries pertaining to interpretation of plans and specifications shall be directed to the following:

Mr. George Wilson
GCW Consultants Ltd
502 11th Street
New Westminster, BC
V3M 4G3
Tel. 604-524-4071
Fax. 604-525-4078

1.18 INSURANCE

.1 Companies tendering the project are required to have a liability insurance policy in the amount of two (2) million dollars Canadian funds in effect at the time of tendering and is to remain in effect until completion of the project.

.2 Bid bonds are mandatory.

.3 Material, Labour and Performance Bonds are mandatory.

PROJECT# 2783 MATERIALS AND EQUIPMENT

SECTION 01006

GENERAL

.1 Use new materials and equipment unless otherwise specified.

.2 Provide material and equipment of specified design and quantity, performing to published ratings.

1.16 MANUFACTURER'S INSTRUCTIONS

.1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.

.2 Notify Consultant or Owner's Representative in writing of any conflict between these specifications and manufacturer's instructions.

1.17 FASTENINGS – GENERAL

.1 Provide metal fastenings and accessories in the same texture, colour, and finish as the base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use non-corrosive fasteners, anchors and spacers for securing exterior work.

.2 Space anchors within limits of load bearing or shear capacity and ensure that they provide positive permanent anchorage. Wood plugs are not acceptable.

.3 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

.4 Do not use explosive actuated fastenings.

PROJECT# 2783 MATERIALS AND EQUIPMENT

SECTION 01006

1.18 DELIVERY AND STORAGE

.1 Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.

.2 Prevent damage, adulteration, and soiling of materials and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.

.3 Store materials and equipment in accordance with the supplier's instructions.

.4 Touch up damaged factory finished surfaces to Consultant's satisfaction.

1.19 CONFORMANCE

.1 When material or equipment is specified by standard or performance specifications, upon request of the Consultant or Owner's Representative, obtain from the manufacturer an independent testing laboratory's report, stating that materials meet or exceed specified requirement.

1.20 SUBSTITUTION

.1 Proposals for substitution must be submitted seven (7) days prior to tender opening. Such requests must include statements of respective costs of items originally specified and proposed substitutions.

.2 Proposals will be considered by the Consultant or Owner's Representative if:

a) Products specified are not available;

Or

b) Delivery date of products selected from those specified would unduly delay the completion of the contract;

PROJECT# 2783 MATERIALS AND EQUIPMENT SECTION 01006

or

- c) Alternative products to those specified which are brought to the attention of, and considered by the Consultant or Owner's Representative as equal to those specified and will result in a credit to the contract amount.

.3 Should proposed substitution be accepted either in part or in whole, assume full responsibility and costs when substitution affects other work on the project. Pay for design or drawing changes required as a result of substitution.

.4 Amount of all credits arising from approval of substitution will be determined by the Consultant or Owner's Representative and the contract price will be reduced accordingly. Substitutions will not be permitted without prior written permission of the Consultant or Owner's Representative.

1.7 SAMPLE SUBMISSIONS

- .1 Submit samples to the Consultant or Owner's Representative of new materials such as roofing membrane, sheet metal flashings, etc.

1.8 DESCRIPTION

- .1 This section outlines the general requirements for the removal of the existing roof system, metal flashings, projections through the roof, etc., and the provision and installation of the complete new system and the installation of new sheet metal flashings for a watertight installation.

1.9 RELATED WORK

- .1 Cedar Shake Roofing and Built In Gutters– Section 01008

- .2 Metal Flashing and Trim – Section 01009

PROJECT# 2783 MATERIALS AND EQUIPMENT

SECTION 01006

1.10 DEMOLITION AND PROJECTION

.1 In demolition of any portions of the existing system to prepare for new work, take care to make clean, straight cuts and to avoid damage to existing materials and surfaces that remain. Protect all adjacent materials and surfaces. In the event of damage, immediately replace to make good to the satisfaction of the Consultant or Owner's Representative at no additional cost to the owners.

1.11 CAULKING AND SEALANT

.1 To C.G.S.B. 19-GP-13M single component, polysulphide base, chemical curing, of colour to match adjoining work where exposed.

1.12 PAINTING

.1 Paint materials shall be C.G.S.B. standard materials to match existing for repainting or touch up of all surfaces damaged.

1.13 ROOF FLASHINGS

(Plumbing, Electrical, etc.)

.1 Match existing for plumbing vents, roof vents, etc.

PROJECT# 2783 REMOVAL AND REPLACEMENT SECTION 01007

1.1 GENERAL

.1 This outline specifications is intended to amplify the extent required to complete the work to be performed in accordance with the National Building Code, best industry practice, and other building trades as applicable without detailed instructions for each section.

.2 Installation and workmanship, not otherwise specified, shall be to match existing or as acceptable to the Consultant or Owner's Representative.

.3 After removal of the built in gutter membrane and cedar shake roof system carefully examine all wood components etc. Report any deterioration found to the Consultant or Owner's Representative.

1.2 REFERENCE STANDARDS

.1 Perform in accordance with the specifications and to the manufacturer's recommendations.

1.3 GUARANTEE

.1 Provide a manufacturers thirty (30) year materials guarantee, signed and issued in the name of the owners.

.2 Provide a company five (5) year guaranty signed by a principal of the company.

Specifications Cont'd

**PROJECT# 2783 CEDAR ROOFING AND GUTTER MEMBRANE SECTION
01008**

1.1 MATERIALS

.1 Cedar shakes shall be fire-treated premium #1 100% edge grain, cedar, not less than 600mm long and not less than 100mm or more than 350mm wide and shall be heavy resawn.

.2 Fasteners for the shakes shall be resistant to the type of treatment of the shakes and shall be of sufficient length to penetrate the strapping or penetrate into the decking 37mm and are not to penetrate through the decking. Hand nailing of the shakes will be mandatory.

.3 Metal Flashings shall be 26 gauge pre-painted steel (owners to choose from stock colours). For step, valley's and perimeters, etc.

.4 Eave, valley and capping underlayment shall be #30 felt.

.5 Roof vents, plumbing, chimney, curb flashings etc, shall match the existing in size and design.

.6 Capping shall be fire treated and of the same quality and type as used in the field of the roof. Note: Pre-made capping must be manufactured using fasteners resistant to the treatment of the cedar.

.7 Interlayment between the courses of shakes shall be #15 perforated asphalt felt.

.8 Wood strapping or decking replacement shall match the existing where required (note: A per lineal metre price is required for the replacement of deteriorated wood components and is to be separate from the base bid).

Built in Gutters

.9 Lining for the gutters shall be Sopralene flam stick base sheet, and Sopralene flam 180 3.5mm granules cap sheet.

Specifications Cont'd

**PROJECT# 2783 CEDAR ROOFING AND GUTTER MEMBRANE SECTION
01008**

APPLICATION

1.1 PREPERATION

.1 After removal and disposal of the existing sheet metal flashings, and disposal of the existing roof system and gutter membrane to the deck level, carefully examine all wood components for deterioration. Report any deterioration found to the Consultant. Provide a per lineal metre price for any replacement of deteriorated wood components.

1.2 WORKMANSHIP

.1 Complete the roofing applications to the specifications and manufacturer's recommendations.

1.3 APPLICATION

.1 Install the specified gutter membrane to all built in gutters, to the manufacturer's recommendation. Carry the membrane up the slope a sufficient height to ensure melting ice does not back up and enter the building. Install all drain, scuppers and seal in with the base and cap membrane.

.2 Install the specified valley and eave underlayment where required.

.3 Install the specified valley flashing and carry to the top of and over the valleys.

.4 Install all vent flashings as the roof is being installed.

.5 Install the Interlayment under each course of shakes.

.6 Fasten each shake with two of the specified fasteners to the code requirements and at 250mm to the weather.

.7 Install the specified underlay to the hips and ridges and install the specified capping at the same exposure as in the field of the roof system.

.8 Install all perimeter flashings as necessary.

.9 Replace all shakes that have been damaged during the installation.

**PROJECT# 2783 CEDAR ROOFING AND GUTTER MEMBRANE SECTION
01008**

.10 Clean up and leave the site in a clean and tidy condition.

.11 Repair all damage to the premises, ground, parking areas etc.
caused by the contractors work force.

1.4 FIELD QUALITY CONTROL

.1 Inspection and testing of the roofing will be carried out by GCW
Consultants Ltd.

.2 Inspection fees will be paid by the owner.

1.5 PROTECTION OF FINISHED WORK

.1 When work must continue over finished roofing membrane,
protect surface with minimum 12mm plywood sheets, or other
protection approved by the Consultant or Owner's Representative.

PROJECT# 2783

METAL FLASHING AND TRIM

SECTION 01009

GENERAL

1.1 RELATED WORK

.1 Removal and Replacement SECTION 01007.

PRODUCTS

1.1 SHEET METAL MATERIALS

.1 26 gauge pre-painted galvanized iron, colour to be chosen by the owner.

1.2 ACCESSORIES

.1 Sealant for bedding and jointing of metal flashings and exposed beads shall be single component to C.G.S.B. 19-GP-13 applied within air temperature range of 4 to 27 degrees Celsius to a clean and dry substrate. Colour to match pre-finished sheet metal.

.2 Fasteners: To match existing

.3 Washers: To be neoprene of same colour as the sheet metal, 1mm thick with rubber packing.

.4 Touch up paint as recommended by metal flashing manufacturer, in colour to match.

1.2 FABRICATION

.1 Fabricate metal flashing to suitable size and detail where required.

.2 All joints shall be locked and cleated and filled with sealant.

PROJECT# 2783 METAL FLASHING AND TRIM SECTION 01009

EXECUTION

1.1 **INSTALLATION**

- .1 Install sheet metal flashings in accordance with the specifications and to good practice.

- .2 Lock end joints and caulk with sealant.

- .3 Caulk flashings where required with sealant.

END OF SPECIFICATION

Environmental Terms and Conditions of Contract

1.0 Environmental Policy Requirements

1.1 The City of Richmond's Environmental Purchasing Policy

The City of Richmond's Environmental Purchasing Policy states:

In order to increase the development and awareness of environmentally sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

- 1.1.1 The City of Richmond reserves the right to request information from bidders that will demonstrate compliance to this environmental purchasing policy.
- 1.1.2 Bidders are asked to supply information on environmentally preferable products and services that meet all specifications and performance requirements.
- 1.1.3 Placing the City of Richmond in breach of its environmental policy or environmental laws will result in the termination or suspension of an agreement, at the sole discretion of the City.

General Conditions of the Contract

1. Definitions

The two parties to this contract are the Contractor and the City, defined as follows:

The Contractor: The successful bidder for the work upon receipt of a purchase order and written acceptance of his Quotation from the City.

The City: City of Richmond.

Contract Documents: Means and includes the Instructions to Bidders, General Conditions of the Contract, Specifications, Drawings, Quotation Form, and the awarding Purchase Order to the successful bidder.

2. Work to Satisfaction of City

The whole of the works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

3. Work to be in Conformity with Contract Documents and Drawings

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.

4. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

5. Use of Premises

The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located.

At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

General Conditions of the Contract (Cont'd)

6. Light, Power, and Heat

The City's supply of electrical energy will be available to the Contractor without charge.

The City's supply of water will be available to the Contractor without charge.

The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

7. Warranty

Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the work by the City, such work or supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City.

8. Liens

The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

9. Patent Fees

The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

10. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.

General Conditions of the Contract (Cont'd)

- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

12. Laws

The laws of British Columbia shall govern the work.

13. Time

Time shall be the essence in this Contract.

14. Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other.

15. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Insurance Department at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

16. Inquiries

Contractor's inquiries to the City during construction should be directed to the following:

Ricardo T. Soliven
Project Coordinator
FACILITY MANAGEMENT, ENG & PW
City of Richmond
6911 No. 3 Road,
Richmond, BC V6Y 2C1

Telephone: 604 244-1237
E-mail: jsoliven@.richmond.ca

General Conditions of the Contract (Cont'd)

17. Settlement of Complaints Re: Work

If, in the opinion of the Purchasing and Insurance Department, the work is improperly, defectively, or insufficiently performed, or being performed, the Purchasing and Insurance Department may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Purchasing and Insurance Department may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

18. Other Contractors

The City may have his own work forces and other contractors on the site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on the site and require their coordination with each other.

The Contractor shall report to the City any apparent deficiencies in other contractors' work which would affect the work of this Contract immediately the deficiencies come to his attention.

19. Changes in the Work

The City may make changes to the work; the Contract price, and time being adjusted accordingly. Except for emergencies, all changes will be made by written order.

20. Protection

The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

21. Payments

The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.

Except for the final payment, the City shall holdback 10% of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims

General Conditions of the Contract (Cont'd)

by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

22. Indemnification and Insurance

The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:

- (a) Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury and property damage and \$2,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 - 1. Contractual liability assumed under this agreement.
 - 2. Contingent employer's liability with respect to operations of sub-contractors.
 - 3. Owner's protective liability.
 - 4. Cross liability.
 - 5. Automobile liability (non-owned, hired).
 - 6. Completed operations liability 24 months after completed operations.
 - 7. Voluntary medical payments.

- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

General Conditions of the Contract (Cont'd)

The City, its officers, officials, and employees shall be added as additional named insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Purchasing and Insurance Department a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.

Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law.

It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.

It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

23. Workers' Compensation Board Coverage/Prime Contractor

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

General Conditions of the Contract (Cont'd)

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

2851Q

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments		Firm Name
		Address
		City
		Province Postal Code
		Telephone Number