



**CITY OF RICHMOND**

**REQUEST FOR QUOTATION**

**CONTRACT 2881Q**

**DESIGN, SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT**

**KING GEORGE COMMUNITY PARK AND MCNAIR SCHOOL PARK**

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 2881Q - SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT  
FOR TWO PARK PLAYGROUNDS – KING GEORGE COMMUNITY PARK AND  
MCNAIR SCHOOL PARK**

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, B.C., V6Y 2C1, until 12:00 noon, Local Time, on:

**Wednesday, July 26, 2006**

2. Quotations received in the office of the Purchasing Section 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. The City reserves the right to split this contract to 2 or more Bidders based on the information provided with the bid.
7. All Bidders are asked to quote on any or all of the parks/options as listed in the Schedule of Quantities and Prices. Option A refers to the individual Park pricing and Option B refers to a total dollar value to handle the work, as indicated in the specifications.
8. 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.
9. 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.
10. The successful Bidder will be required to be the holder of a valid Business Licence for the City of Richmond.

### **INSTRUCTIONS TO BIDDERS (Cont'd)**

11. 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 Manager - Purchasing and Risk before a contract is issued to carry out the work.

12. 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.

13. 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.

14. Inquiries during submission of Quotation should be directed as follows:

**Purchasing**

David Phipps Tel: 604-276-4287  
Supervisor – Purchasing Section  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

Sheryl Hrynyk Tel: 604-276-4135  
Buyer II – Purchasing Section  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

**Technical**

Jamie Esko Tel: 604-233-3341  
Park Planner – Parks Department  
City of Richmond  
5599 Lynas Lane  
Richmond, BC V7C 5B2  
E-mail: [jesko@richmond.ca](mailto:jesko@richmond.ca)

Clarence Sihoe  
Park Planner – Parks Department  
City of Richmond  
5599 Lynas Lane  
Richmond, BC V7C 5Bw  
E-mail: [csihoe@richmond.ca](mailto:csihoe@richmond.ca)

15. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City Manager, Purchasing and Risk prior to time set as closing time for receiving Quotations.
16. Quotations shall be open for acceptance for 60 days following the submission closing date.
17. The successful bidder will be required to provide the Owner with complete parts catalogues of all the components incorporated into the play structure supplied.

**INSTRUCTIONS TO BIDDERS (Cont'd)**

18. Bidders submissions shall comprise of:
- (a) Completed Invitation to Quote with signed Quotation Form;
  - (b) Undertaking of liability insurance form;
  - (c) A description of each component to be incorporated within the structures;
  - (d) Illustrations of the assembled playground structures showing the following detail:
    - i) three dimensional rendered drawings, to scale
    - ii) plan views, with dimensions, with individual components clearly labelled.
    - iii) fastener details,
    - iv) footing details.
  - (e) All material specifications.
  - (f) Layout of the play structures, (with safety zones clearly labelled), to scale, on the park site plans provided.
  - (g) A cost summary for the structure, to include: total cost; cost to supply (including supply cost of each component); cost to install; cost to deliver; all applicable taxes; and any other charges.
  - (h) For public presentation purposes for King George Community Park only, a maximum of two presentation boards no larger than 24" X 36" showing all play components proposed for the structure. McNair School/Park will not be subject to public presentation and does not require presentation boards.
19. Product brochures shall accompany quotations. **Bidders with brochures submitted previously need not include with quotation.**
20. All bidders may be required to provide additional information or to modify their quotation as requested by the City.
21. The contract shall be awarded on the basis of the best play value, capacity, uniqueness, layout and best value offered to the City. Suitability of the equipment, conformity to the specifications, design, colour, quality of construction, warranty, products track record, vendors track record and overall cost implications are among the measures that will be used to determine best value.
- In the case of King George Community Park there is a committee composed of community members who will be reviewing the submissions. By submitting a quotation bidders acknowledge the Committee's authority to evaluate quotations subjectively and shall not challenge the decision of selection made by the Committee.
22. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
23. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the

**INSTRUCTIONS TO BIDDERS (Cont'd)**

sole responsibility of the potential bidders to check the City of Richmond's Web Site and BCBid to ensure that all available information has been received prior to submitting a bid.

24. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.

### QUOTATION FORM

Manager - Purchasing and Risk  
City of Richmond  
6911 No. 3 Road  
Richmond, B.C. V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, General Conditions of Contract, Specifications and Drawings, and having full knowledge of the work required, does hereby offer to provide all necessary labour, materials, and equipment 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:

**Option 1 - McNair Neighbourhood Park Total Quoted Price of \$ \_\_\_\_\_**

**Option 2 – King George Community Park Total Quoted Price of \$ \_\_\_\_\_**

**Option 2A – King George Park Area A Total Quoted Price of \$ \_\_\_\_\_**

**Option 2B – King George Park Area B Total Quoted Price of \$ \_\_\_\_\_**

**Option 2C – King George Park Area C Total Quoted Price of \$ \_\_\_\_\_**

**Option 2D – King George Park Area D Total Quoted Price of \$ \_\_\_\_\_**

**Option 2E – King George Park Area E Total Quoted Price of \$ \_\_\_\_\_**

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

The undersigned Bidder agrees to supply and install the whole of the works within \_\_\_\_\_ weeks of acceptance.

Name of Bidder: \_\_\_\_\_

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

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

Name, Signature,  
and Title of  
Signing Officer: \_\_\_\_\_

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

FORM LETTER LI-1

**UNDERTAKING OF LIABILITY INSURANCE**

(Undertaking Must Accompany Quotation)

City of Richmond  
6911 No. 3 Road  
Richmond, B.C. 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 \$5,000,000.00, 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 \_\_\_\_\_, 2006.

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.

	<b>DESCRIPTION OF CONTRACT</b>	<b>TOTAL PRICE OF CONTRACT</b>	<b>DATE COMMENCED</b>	<b>DATE COMPLETED</b>
Owner:				
Located at:				
Contract for:				
Owner:				
Located at:				
Contract for:				
Owner:				
Located at:				
Contract for:				

(If additional space is required, attach additional)

### SCHEDULE OF QUANTITIES AND PRICES

The City shall pay in lawful money of Canada, the amount shown for the following items subject to the conditions of the Contract Documents.

#### Option 1

ITEM	DESCRIPTION	COST
1	<b>McNair Neighbourhood Park Only</b>	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 1)	\$ _____

#### Option 2

ITEM	DESCRIPTION	COST
1	<b>King George Community Park Only – All Areas</b>	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2)	\$ _____

#### Option 2A

ITEM	DESCRIPTION	COST
1	<b>King George Park Area A Only</b>	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2A)	\$ _____

**Option 2B**

ITEM	DESCRIPTION	COST
1	King George Park Area B Only	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2B)	\$ _____

**Option 2C**

ITEM	DESCRIPTION	COST
1	King George Park Area C Only	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2C)	\$ _____

**Option 2D**

ITEM	DESCRIPTION	COST
1	King George Park Area D Only	\$ _____
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2D)	\$ _____

**Option 2E**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>1</b>	<b>King George Park Area E Only</b>	<b>\$ _____</b>
	Subtotal	\$ _____
	Provincial Sales Tax	\$ _____
	Goods and Services Tax	\$ _____
	<b>TOTAL QUOTED AMOUNT</b> (Carried forward to Quotation Form – Option 2E)	<b>\$ _____</b>

Payment Terms \_\_\_\_\_

\_\_\_\_\_  
Initials of Signing Officer

### LIST OF DRAWINGS

Drawing No.	Title
P-1	King George Community Park Proposed Playground
P-2	McNair Neighbourhood Park Existing Playground

**Note: AutoCAD Versions of the 3 drawings can be made available by contacting the Parks Department – Francisco Choe at 604-233-3328 or Clarence Sihoe at 604-233-3311.**

## GENERAL SPECIFICATIONS

### **Safety:**

Playground design safety will be evaluated and shall meet or exceed the guidelines recommended in Canadian Standards Association Publication "Children's Play-spaces and Equipment" CAN/CSA. Z614-98;

Play components shall allow for continuous visibility and surveillance;

Signage shall be attached to the playground equipment in at least one location providing the age range the equipment is designed for, the manufacturer's name and a contact number to report problems to;

The equipment shall provide a gradation of levels of difficulty, to suit the specified age ranges specified for each playground;

Where play access is to be restricted on raised play structures sufficient handrails shall be provided to avoid large gaps (greater than 24 inches) between handrails and/or platform;

All structures shall include all necessary stairs, ramps, and safety rails, handholds and panels as required.

### **Site:**

City Work Forces shall remove the existing equipment, construct the play area perimeter and prepare the subgrade, and install pea gravel prior to installation of the new equipment;

The Contractor shall provide all labour, equipment and material required for the supply and installation of the play apparatuses and safety surface as indicated.

### **Design Criteria:**

Incorporate the maximum number of play components listed that can be accommodated in the budget, ensuring that the overall layout for each facility consists of components that provide a variety of play activities while achieving a vandal resistant system;

The play equipment may be a combination of plastic, metal and smooth lumber construction. Bright colours shall be used to emphasise special play features or components;

All play equipment shall be exceptionally durable and allow for integration of large numbers of children at any given time. It shall provide spacious circulation with more than adequate entrances and exits;

The design of the play structures shall incorporate platforms at various heights and promote a continuous circuit of play opportunities;

The playscape will incorporate the widest array of possible activities to stimulate the physical and social growth of the user group excepting wobbly bridges and plastic bubble panels.

**Construction:**

The Contractor will be responsible for acquiring all services needed for construction and installation (temporary power and water);

All concrete footings must be at or below existing subgrade;

Play components are to be installed at an appropriate height to accommodate the depth of resilient surfacing as per CSA standards;

All connectors shall be counter sunk. All protruding nails, nuts, bolts, etc. shall be capped or filed flush to prevent snags as per CSA standards;

All pipe ends shall be flush and capped. All nails galvanized spiral type and counter punched with no points exposed;

The site shall be secured at the end of each working day to ensure safe usage by children after hours. Do not store construction materials and unsecured play items on site;

It is the Contractor's/Installer's responsibility to leave the project clean and debris free;

All wood platforms shall be fastened with screws. All 2x6's shall have 2 screws at each end. Carriage bolts shall be used in place of Lag screws.

**Wood:**

All wood shall be either naturally rot and insect resistant or treated as per CSA standards. All wood shall have maximum moisture content of 19% prior to pressure treatment and be treated with CQA preservative solution or equivalent to CSA requirements;

Stains - solid colour stains preferred over semi-transparent stains;

Paint - 2 coat minimum polyurethane non-toxic (lead and chromium free);

All wood components to be cut, drilled and planed prior to pressure treatment;

Any timbers showing severe cracks, checks (greater than 1/2") or poor pressure treatment penetration will not be accepted. Large knots or other structural imperfections that may weaken support members will not be accepted;

All wood material to be number one grade, sanded smooth, and edges and ends chamfered and free of splinters, wood rot or cracks.

**Metal:**

All ferrous material - bolts, washers or other applicable fasteners or fittings to be hot dipped galvanized or cadmium plated to prevent rust. Field welding and hole drilling is not acceptable for initial installation;

Fireman's poles and spreader bars to be 50mm outside diameter galvanized pipe;

Painted surfaces to be polyester powder coated (6mm thick);

All regular steel to be sandblasted prior to painting. All galvanized steel to be acid etched;

All swing set frames (junior and tot) are to be heavy-duty construction galvanized steel frame (2 7/8" O.D. Schedule 40 or greater Galvanized Pipe);

Swing chains to be heavy-duty 3/8" diameter minimum hard steel.

**Other Components:**

Where possible the use of recycled materials is encouraged.

All polyethylene-based components are to be fire resistant using products safe for human contact;

Polyethylene "tube" slides to be a minimum 12.5mm thickness with run-out and reinforced edges (steel pipe reinforcing preferred);

All tires shall be new or recapped. No steel belted radial tires. All tires are to have holes drilled in the bottom for drainage;

Cargo nets and climbing chains shall be plastic coated steel or vinyl coated heavy chain (2/8" diameter minimum hard steel);

Climbing ropes - to be minimum 20mm cable core poly-rope complete with compression clamp fasteners and moulded net joint connectors;

All hoods to be extra heavy duty, 3/8" diameter minimum hard steel, pinched closed. Leave no opened hooks;

Swing seats are to be slashproof. Bucket seats for tots are to have fastened front safety bars;

All swivel joints and moving parts for glide rides and track rides are to be completely enclosed to prevent finger pinching.

**Installation and Acceptance:**

All playground equipment must be properly packaged to eliminate damage during delivery. Delivered equipment will be confirmed prior to sign off. Damaged, incomplete or goods not



meeting specifications will be replaced at no cost to the Owner. Complete and detailed assemble instructions are required;

All work described to be carried out by experienced personnel under the direction of the Contractor;

Work will be inspected at various stages, at which time minor modifications may have to be made. An inspection for final acceptance will be arranged between the Contractor and the Owner upon completion of work;

All components/parts to be standard, readily available from the supplier should replacement be necessary;

The Contractor shall repair, restore or make good all places and things disturbed and shall clear away or secure from the site left over equipment and/or rubbish as it accumulates. The Contractor shall at the completion of the work leave the work site in a clean and presentable condition, free from all obstruction and ready for use by the City to the satisfaction of the City.

## SUPPLEMENTAL SPECIFICATIONS

### Location of Work and Site Description:

King George Community Park, 4100 No. 5 Rd. (at Cambie Rd.) – The existing playground is close to No. 5 Rd. but the playground is being re-located to the open space just south of the water park. Access is through the parking lot whose entrance is on Cambie Rd. approximately 200 m. east of No. 5 Rd.

McNair School Park, 9400 No. 4 Rd.- South of Francis Rd. The playground is located at the east side of the park close to Aquila Rd. The existing playground includes a composite structure and 4 swings.

### Scope of Work:

To design, supply and install challenging and unique play equipment for each park for the specified age groups as follows:

#### King George Community Park

The new playground will be located just south of the existing water park. The water park contains a map of the continents and is intended to reflect the multi-cultural make-up of the surrounding community. The park is home to Multi-Fest which is a summer festival celebrating multiculturalism. Themed play elements that reference travel or voyage, home, or cultural icons may assist in enhancing the themes established for the park.

The context for the playground is open lawn areas and groves of trees. The desired appearance for the playground is toward the natural in colours (i.e. burgundy and green), forms and materials. There is also the desire for some distinctive play elements not found in other Richmond playgrounds.

The scope of work includes four separate play areas for pre-school and school aged children; one pre-school age group of equipment with associated swings in a separate area nearby and one school age group of equipment with swings in a separate area nearby. The equipment for each area should provide a good balance between active and creative play elements, and accessible elements. The pre-school play area should provide a variety of opportunities for motor skills development, creative play and small scale quiet play spaces near but outside of the active play areas. The school age play area should encourage group interaction through continuous circuits plus opportunities for social interaction.

The resilient surfacing for each area receiving elevated playground equipment is to be engineered wood fibre.

The following is a list of preferred elements developed in consultation with members of the King George Park community. Additional elements that enhance the range of play experiences should be included:

**KING GEORGE COMMUNITY PARK PRE-SCHOOL EVENTS LIST**

<i>Linked Events</i>	<i>Description/Examples</i>
<ul style="list-style-type: none"> <li>• 1 curved slide</li> <li>• 1 double slide</li> <li>• various climbing access components</li> <li>• 1 modified overhead challenge</li> <li>• 2 or more play counters</li> <li>• manipulative elements</li> <li>• 1 crawl tunnel</li> <li>• 1 lookout with flag</li> <li>• talk tubes</li> <li>• 1 bridge</li> <li>• at least one wheelchair accessible platform</li> <li>• 1 quiet seating area</li> </ul>	<ul style="list-style-type: none"> <li>• from a 1.2 metre height platform minimum</li> <li>• from a 1.0 metre height platform minimum</li> <li>• open rung ladders, imaginative/modified stair, rock climbing-type, accessible stair access</li> <li>• includes some support underfoot</li> <li>• some manipulative elements included, preferably not under a platform</li> <li>• play panels (at least two accessible), binoculars, wheels, scoops, sound, finger maze</li> <li>• between decks of different heights, should not constitute the sole access to a platform (climber access excluded)</li> <li>• accessible if possible</li> <li>• with play counter and manipulative elements</li> <li>• may be under a platform</li> </ul>
<i>Freestanding Events</i>	<i>Description/Examples</i>
<ul style="list-style-type: none"> <li>• 1 playhouse ( accessible)</li> <li>• spring toys</li> <li>• 1 accessible seesaw</li> <li>• 1 spinning element</li> <li>• 4 swings</li> </ul>	<ul style="list-style-type: none"> <li>• for more than one child</li> <li>• for more than one child</li> <li>• include 1 accessible swing with vandal resistant restraints.</li> </ul>

**KING GEORGE COMMUNITY PARK SCHOOL AGE EVENTS LIST**

<i>Linked Events</i>	<i>Description/Examples</i>
<ul style="list-style-type: none"> <li>• 1 triple slide</li> <li>• 1 curved or winding slide</li> <li>• various climbing access components</li> <li>• various overhead challenge</li> <li>• 1 clatter bridge</li> <li>• pole and pod “stepping stones”</li> <li>• 2 track rides</li> <li>• 1 cooperative play element to engage a group of children</li> </ul>	<ul style="list-style-type: none"> <li>• from a 1.5 metre height platform minimum</li> <li>• from a 1.8 metre height platform minimum</li> <li>• rock climbing type, loop rung type, and cable type</li> <li>• ring &amp; chain ladder, wavy overhead ladder, triple rotating rings</li> </ul>
<i>Freestanding Events</i>	<i>Description/Examples</i>
<ul style="list-style-type: none"> <li>• natural rock climbing</li> <li>• climbing net structure</li> <li>• 4 swings</li> <li>• 1 or more spinning elements</li> <li>• 1 log roll</li> </ul>	<ul style="list-style-type: none"> <li>• allows for both horizontal and vertical movement and the ability to perch on top.</li> <li>• maximum 25% of total budget.</li> </ul>

Include pricing and specifications for the supply and installation of engineered wood fibre for the all areas. Include in the quote recommendations for surfacing depth and impact mats under kick points and landing areas.

### **McNair School Park**

All of the existing playground equipment will be removed except for the swings, which will be relocated in order to comply with CSA guidelines. The existing sand play area will also be removed and is included in the area available for new equipment.

The new playground should consist of one composite structure that will accommodate both pre-school and school age children. The new equipment should incorporate a good balance between active and creative play elements:

- 1 double slide
- 1 spiral or curved slide
- various climbing elements providing access on to the structure
- 1 or more overhead challenge elements
- 1 set moving stepping stones
- 1 play counter and bench
- 1 fire pole
- 2 spring toys
- any additional elements that can be accommodated within the budget.

The play area boundaries will be retained as will the gravel surfacing.

### **Budget:**

The budget allocation for each park is as follows:

King George Community Park:	\$150,000
McNair School Park:	\$40,000

### **Installation Date:**

Installation should begin the week of September 25, 2006.

Installation dates will be confirmed once the contract is awarded.

## **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.

### 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.

### 6. Light, Power, and Heat

The Contractor shall arrange for his own power and water.

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.
- (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 Manager - Purchasing and Risk 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:

Jamie Esko  
Park Planner  
Park Services  
City of Richmond  
5599 Lynas Lane  
Richmond, B.C. V7C 5B2

Telephone: 604-233-3341  
Fax: 604-244-1242  
E-mail: [jesko@city.richmond.bc.ca](mailto:jesko@city.richmond.bc.ca)

**17. Settlement of Complaints Re: Work**

If, in the opinion of the Manager - Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager - Purchasing and Risk 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 Manager - Purchasing and Risk 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. Personnel**

### **18.1 Qualified Personnel**

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

### **18.2 Sub-Contractors**

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Quotation Form, and approved by the City and will bind all Subcontractors to the Terms of the Contract Documents, as applicable to the Sub-Contractors work. The Contractor will be as fully responsible to the City for acts and omissions of Sub-Contractors and of person directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### **18.3 Replacement of Personnel or Sub-Contractors**

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or sub-contractors, then the Contractor will, on written request from the City replace such personnel or sub-contractors.

### **18.4 City's Own Forces and Other Contractors**

The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City any apparent deficiencies in other contractor's work which would affect the Work, immediately after the deficiencies come to the Contractor's 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 retain 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 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 \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 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, 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.

The City, its officers, officials, and employees shall be added as an additional 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 a responsible 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 Manager - Purchasing and Risk a certified original copy of all such policies as evidence

that such insurance is enforced. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days 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 and the City to determine their own additional insurance coverage, if any, that are 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 and/or the City at their own expense.

It is understood that this agreement is strictly between the Contractor and the City and in no way shall be interpreted as an employment relationship between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Should any differences arise between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees, they shall be resolved directly between them and the Contractor in this connection.

### **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.

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.

# CITY OF RICHMOND



**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.

## Notice of No Bid

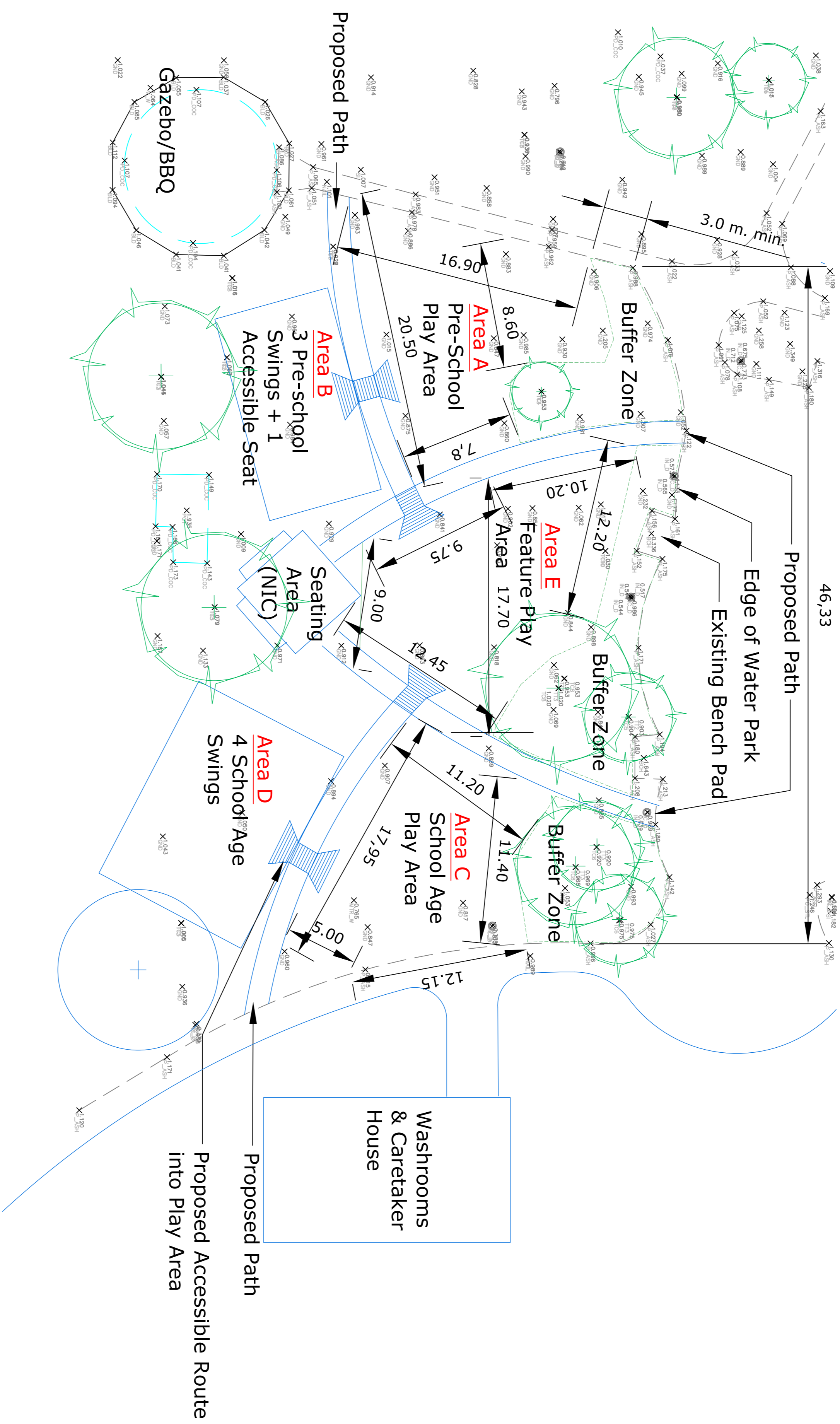
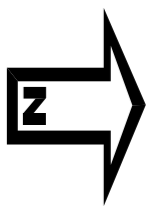
Quotation/Proposal/Tender No.

# 2881Q

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



- Notes:
1. Dimension indicate the maximum area available for playground equipment.
  2. Allow for 150mm borders on all sides of designated play areas.
  3. Buffer zones are for tree protection and to provide separation between the water park and the playground.
  4. Provide dimensions for area required for swings.

**B.C. GAS SERVICES**

THE DEVELOPER OR CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXISTING LOCATION OF GAS SERVICE LINES, AND WHERE NECESSARY ARRANGE FOR THEIR RELOCATION IN ORDER TO FACILITATE INSTALLATION OF THE WORKS SHOWN ON THESE PLANS. A LIST OF SERVICE LINE LOCATIONS MAY BE OBTAINED FROM:

B.C. GAS SERVICE RECORDS DEPARTMENT  
TELEPHONE: 299-8858  
NOTE - B.C. GAS REQUIRES 10 DAYS NOTICE PRIOR TO THE COMMENCEMENT OF ANY WORK.

**BENCHMARK**

ALL ELEVATIONS ARE TO GEODETIC DATUM AND REFER TO RICHMOND BENCHMARK NUMBERS

ELEVATION \_\_\_\_\_  
CITY WORK ORDER NO \_\_\_\_\_  
CONTRACTOR WORK ORDER NO \_\_\_\_\_

**REFERENCE DRAWINGS**

PROPERTY ACQUISITION	Ag
SURVEY PLAN & PROFILE <td>PP</td>	PP
ROAD CONSTRUCTION <td>DC</td>	DC
STORM SEWER INSTALLATION <td>IC</td>	IC
WASTEWATER INSTALLATION <td>WC</td>	WC
ORNBMENTAL STREET LIGHTING <td>TC</td>	TC
TRAFFIC SIGNS <td>EC</td>	EC
OTHER <td></td>	

NOTE - PROVIDE LOCATION OF ALL UTILITIES SERVICES BEFORE STARTING CONSTRUCTION.

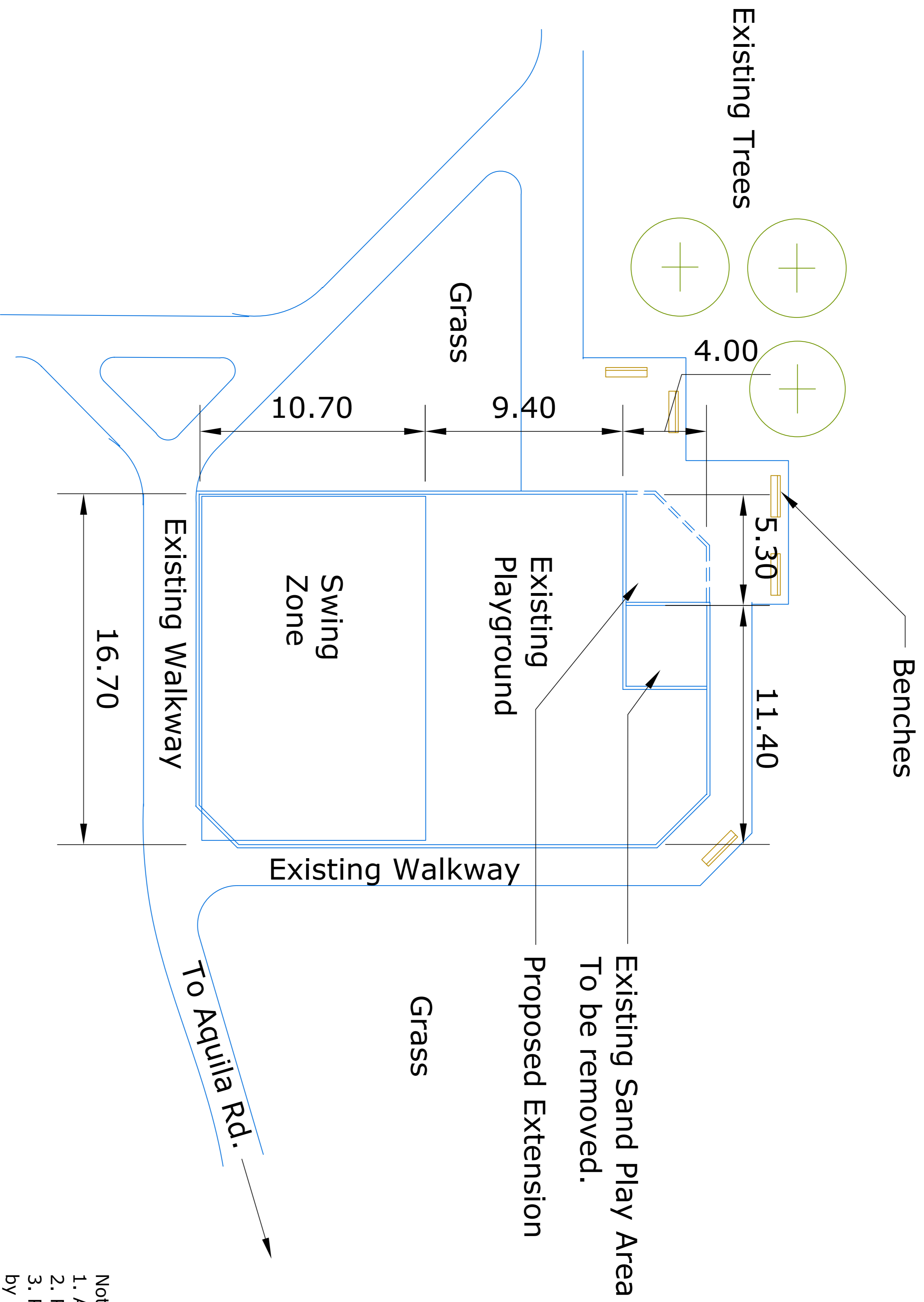
**TITLE: P-1**

**King George Park  
Proposed Playground**



SECTION	DATE	BY	CHK	REVISIONS
DESIGN	2006			
CHECKED				
ENGINEER				





- Notes:
1. All dimensions are to the inside of existing borders.
  2. Relocation of swings by City of Richmond
  3. Removal of sand play area and proposed extension by City of Richmond.
  4. Proposed extension will be constructed if required for new playground equipment.

**B.C. GAS SERVICES**

THE DEVELOPER OR CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXISTING LOCATION OF GAS SERVICE LINES, AND WHERE NECESSARY ARRANGE FOR THEIR RELOCATION IN ORDER TO FACILITATE INSTALLATION OF THE WORKS SHOWN ON THESE PLANS. A LIST OF SERVICE LINE LOCATIONS MAY BE OBTAINED FROM B.C. GAS SERVICE RECORDS DEPARTMENT.

TELEPHONE 293-4932  
NOTE - B.C. GAS REQUIRES 10 DAYS NOTICE PRIOR TO THE COMMENCEMENT OF ANY WORK.

**BENCHMARK**

ALL ELEVATIONS ARE TO GEODETIC DATUM AND REFER TO RICHMOND BENCHMARK NUMBER.

CITY WORK ORDER # \_\_\_\_\_ CONTRACTOR WORK ORDER # \_\_\_\_\_  
ELEVATION \_\_\_\_\_ FIELD BOOK # \_\_\_\_\_  
CITY WORK ORDER N \_\_\_\_\_ TENDER/PROJECT # \_\_\_\_\_  
CONTRACTOR WORK ORDER # \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

**REFERENCE DRAWINGS**

PROPERTY ACQUISITION  
SURVEY PLAN & PROFILE  
ROAD CONSTRUCTION  
STORM SEWER INSTALLATION  
WATERMAIN INSTALLATION  
ORNAMENTAL STREET LIGHTING  
TRAFFIC SIGNALS  
SANITARY SEWER INSTALLATION  
OTHER \_\_\_\_\_  
NOTE - PROVIDE LOCATION OF ALL UTILITIES SERVICES BEFORE STARTING CONSTRUCTION.

NO.	DATE	BY	CHK	REVISIONS	DESCRIPTION

**TITLE: P-2**

**McNair School Park  
Playground Replacement**



DESIGNER: JE  
DRAWN: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_  
SCALE: 1 : 125  
DATE: June 27, 2008  
SEC. No: \_\_\_\_\_  
SHEET No: 1 of 1



July 6, 2006  
File: 2881Q

**Finance & Corporate Services**  
Fax: 604-276-4162  
Admin. 604-276-4219  
Accounts Receivable 604-276-4144  
Payroll 604-276-4137  
Purchasing 604-276-4270  
Tax 604-276-4145  
Treasury Services 604-276-4277

To Those Parties Bidding Contract:  
2881Q –Design, Supply and Installation of Playground Equipment  
King George Community Park and McNair School Park

Dear Sir/Madam:

**Re: Addendum #1 - Clarification**

Please be advised of the following clarification:

*The scope of work includes five separate play areas for pre-school and school aged children; one pre-school age group of equipment with associated swings in a separate area nearby, one school age group of equipment with swings in a separate area nearby, and a central area for larger freestanding elements.*

Sincerely,

Sheryl Hrynyk  
*Buyer II*

SAH:sah