



Contract 3963Q

Design, Supply and Installation of Playground Equipment at McKay School

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: _____

Table of Contents

Cover Page	1
Table of Contents	2
Instructions to Bidders	3
Quotation Form	7
Undertaking of Liability Insurance	8
List of Previous Contracts	9
Scope of Work	10
General Specifications	12
Supplemental Specifications	16
Environmental Terms and Conditions of Contract	18
General Conditions of the Contract	GC1-GC10
Notice of No Bid	

Instructions to Bidders

1. Two copies of quotations, sealed and plainly marked on the envelope:

**CONTRACT 3963Q – DESIGN, SUPPLY AND INSTALLATION OF
PLAYGROUND EQUIPMENT AT MCKAY SCHOOL**

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 2:00 pm, local time:

Friday, June 18, 2010

2. Quotations received 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 should 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. Bidders are advised that the City will not necessarily accept any Quotation and the City reserves the right to reject any or all Quotations at any time without further explanation or to accept any Quotation considered advantageous to the City.
7. A Quotation which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this Request For Quotation, or which otherwise fails to conform to the requirements in this RFQ may be rejected in whole or in part by the City at its sole discretion.
8. The City may waive any non-compliance with the RFQ, specifications, or any conditions including the timing of delivery of anything required by the RFQ and may, at its sole discretion, elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or because they have not complied with the process for submission set out herein.
9. The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

Instructions to Bidders (Cont'd)

10. The City of Richmond estimates that this Contract will be awarded within six (6) weeks of the closing date. 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.
11. 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.
12. 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, tariffs, taxes and duties, overhead, profit, and all other expenditures in connection with the work, except for Federal and Provincial sales taxes.

All monetary figures listed in this Request for Quotation document, including the General Conditions of the Contract are in Canadian currency.

13. The Successful Bidder will be required to be the holder of a valid Business Licence for the City of Richmond and 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 Section before a contract is issued to carry out the work.

14. 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.
15. Each Bidder shall state on the lists provided to be submitted as part of its 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 it has the ability and experience to perform the various works covered under this Contract, and that it has sufficient capital and plant to enable it to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in its Quotation.

Instructions to Bidders (Cont'd)

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

Purchasing

Kerry Gillis, Buyer II

Purchasing Section

City of Richmond

6911 No 3 Road, Richmond, BC

E-mail: purchasing@richmond.ca

17. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to the date / time set as the closing time for receiving Quotations.

18. Quotations shall be open for acceptance for 90 days following the submission closing date.

19. The Successful Bidder will be required to provide the Owner with complete parts catalogues of all the components incorporated into the play structure supplied.

20. Quotations must 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 structure;
- (d) A model, or three dimensional drawings, to scale, of the assembled playground structures, showing the following detail:
 - i) plan views, with dimensions, with individual components clearly labelled;
 - ii) four elevation views;
 - iii) fastener details and
 - iv) footing details.
- (e) All material specifications.
- (f) A product brochure.
- (g) Layout of the play structure, (with safety zones clearly labelled), to scale, on the park site plan provided.
- (h) In addition to the completed Quotation Form, a separate cost breakdown summary that clearly identifies:
 - i). cost to supply (by component);
 - ii). total delivery cost;
 - iii). total installation cost and

Instructions to Bidders (Cont'd)

- iv). applicable taxes.
 - v). any other charges.
 - (i) A breakdown of the total bid per item, including the separate price item, per Section Three (3). *Budget*, in *Supplemental Specifications* and
 - (j) A presentation board no larger than 24" X 36" with cutouts from the company catalogue showing all play components proposed for the structure.
21. The contract shall be awarded on the basis of the best overall design and value offered to the City and in accordance with the City's Procurement Policy 3104. Suitability of the equipment, conformity to the specifications, design, colour, quality of construction, warranty, product track record, Bidder's performance track record and overall cost implications are among the measures that will be used to determine best value. Other criteria that will be included in the determination of best value are:
- (i) The lowest total cost of acquisition.
 - (ii) Experience of the Bidder.
 - (iii) Bidder's references of performance on previous similar contracts.
 - (iv) The Bidder's financial resources.
 - (v) Bidder's capability of supervision, staffing and use of subcontractors.
 - (vi) Bidder's ability to meet City specifications and performance criteria.
 - (vii) Any evaluation criteria stated in this Request for Quotation.
22. Bidders are advised that submissions of quotes shall be in compliance to the *Freedom of Information and Protection of Privacy Act* of British Columbia.
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 sole responsibility of the potential Bidders to check the City of Richmond's Website (<http://www.richmond.ca/busdev/tenders/currentquotations.htm>) and / or BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) to ensure that all available information has been received prior to submitting a Quotation.
24. The City, its agents and its employees shall not be responsible for any information given by way of verbal or oral communication.
25. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a Quotation each bidder shall be deemed to have agreed that it has no claim.

Quotation Form

Purchasing Section
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, 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 following prices:

ITEM 1. BASE BID ITEMS	\$ _____
ITEM 2. SEPARATE PRICE ITEM	\$ _____
TOTAL PRICE FOR ITEM 1 AND ITEM 2	\$ _____

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

The above prices include installation, duties, handling and transportation charges, all other charges incidental to and forming part of this Quotation, and exclude Federal and Provincial sales taxes.

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

(Undertaking Must Accompany 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 \$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 _____, 2009.

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.

YEAR	PROJECT TITLE	OWNER PHONE # CONTACT	SCOPE	BUDGET	CONSTRUCTION DURATION	ROLE OF KEY STAFF MEMBERS

(If additional space is required, attach additional sheets)

Scope of Work

1. Scope of Work

The scope of work includes layout design, supply, and installation of playground equipment and engineered wood fibre resilient surfacing. Removal of existing equipment, preparation of site for placement of wood fibre, and construction of new border per contractor's design will be done by City forces.

1. Base Bid Items:

Following is the list of first-priority (required) components to be included in the design:

- a. vertical climbing elements such as a rope ladder / net climber, climbing wall, or ladder;
- b. merry-go-round-type element (e.g. *Galaxy Supernova* carousel ring by Kompan);
- c. tire-swing-type element (e.g. *Biggo Flyer* swing by Dynamo);
- d. track-glider-type overhead element;
- e. two (2) sliding poles (preferably close to each other to facilitate coordinated play);
- f. a minimum of one other overhead challenge element such as a climber, rings, or sky wheel;
- g. one long slide attached to a minimum 2000mm height platform;
- h. at least one covered slide min. 1500mm height;
- i. at least one bridge;
- j. one rock climbing element;
- k. a minimum of one platform at minimum 2000mm height;
- l. a minimum of one platform at 1500mm height;
- m. one primary slide;
- n. one teeter-totter element;
- o. intermediate, primary and preschool play elements.

Following is the list of second-priority components to be included in the design (i.e. desired if possible):

- a. a complete above-ground circuit; i.e. a looped rather than linear above-ground configuration;
- b. one primary side-by-side double slide;
- c. covered social play elements for preschoolers;
- d. any additional elements that enhance the range of play experiences and

Following is the list of components *not to be* included in the design:

- a. curved or spiral slides and
- b. stand-alone play shelters.

Note: Preschool elements should be in one location that minimizes primary and secondary traffic through it. Primary and intermediate elements can be combined.

2. Separate Price Items

- a. supply and installation of IPEMA certified engineered wood fibre within the borders installed by the City, including impact mats under all kick points and all landing areas, per supplier specifications

2. Budget

1. Base Bid Items:

- i). The budget allocation for the base bid items is **\$75,000.00** (excluding G.S.T., P.S.T. and H.S.T.).

2. Separate Price Item:

- i). A budget will not be identified for this item.

3. Schedule

Installation shall be completed within three (3) weeks of commencement with a completion target of **August 27, 2010**. Installation dates will be confirmed once the contract is awarded.

General Specifications

1. Safety:

- i). Playground design safety will be evaluated and shall meet or exceed the guidelines recommended in Canadian Standards Association Publication "*A Guideline on Children's playspaces and Equipment*" C.S.A. z614-M90;
- ii). Play components shall allow for continuous visibility and surveillance;
- iii). Signage shall be attached to the playground equipment in at least one location providing the age range the equipment is designed for and the manufacturer's name.
- iv). The equipment shall provide a gradation of levels of difficulty, so that young to older children may safely use the same structure and
- v). All structures shall include all necessary stairs, ramps, safety rails, handholds and panels as required.

2. Site:

- i). The City shall remove existing equipment, set grade at elevation to accommodate wood fibre placement, and install wood perimeter border, and drainage if necessary, per Contractor's layout, prior to installation of the new play equipment.

3. Design Criteria:

- i). All play components shall be configured such that the overall layout for each facility consists of inter-connecting components that provide a variety of play activities while achieving a vandal-resistant system;
- ii). The play equipment may be a combination of plastic, metal and smooth lumber construction. Bright colours shall be used to emphasize special play features or components;
- iii). 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;
- iv). Work shall consist of equipment that is appropriate for school age children and should incorporate a good balance between active and creative play elements and
- v). The playscape will incorporate the widest array of possible activities to stimulate the physical and social growth of the user group excepting plastic bubble panels.

4. General Construction:

- a. The (Successful Bidder) Contractor shall provide all labour, equipment and material required for the supply and installation of the play equipment as indicated;
- b. The Contractor will be responsible for acquiring all services needed for construction and installation (temporary power and water);
- c. All concrete footings must be at or below existing sub grade;
- d. Play components are to be installed at a height to accommodate the depth of engineered wood fibre;
- e. Impact mats should be installed at potential fall/landing sites at manufacturer's recommended depth below finish grade of engineered wood fibre;
- f. All connectors shall be counter sunk. All protruding, nuts, bolts, etc. shall be capped or filed flush to prevent snags. No nails are permitted. All pipe ends shall be flush and capped;
- g. 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, and
- h. It is the Contractor's/Installer's responsibility to leave the project clean and debris free.

5. Ground plane:

- a. The Contractor shall provide IPEMA certified engineered wood fibre within the borders installed by the City, per the supplier's specifications
<http://www.ipema.com/Products/default.aspx?Type=F2075>

6. Wood:

- a. A maximum moisture content of 19% prior to pressure treatment. CCA preservative solution to CSA requirements;
- b. Stains - solid colour stains preferred over semi-transparent ones;
- c. Paint – Two (2) coat minimum polyurethane non-toxic (lead and chromium free);
- d. All wood components to be cut, drilled and planed prior to pressure treatment;
- e. 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;

- f. All wood material to be number one grade, sanded smooth, and edges and ends chamfered and free of splinters, wood rot or cracks, and
- g. All wood platforms shall be fastened with screws. All 2x6's shall have minimum two (2) screws at each end.

7. Metal:

- a. All ferrous material - bolts, washers or other applicable fasteners or fittings to be stainless steel, hot dipped galvanized or cadmium plated to prevent rust. Field welding and hole drilling is not acceptable for initial installation;
- b. Fireman's poles and spreader bars to be 50mm outside diameter, schedule to galvanized pipe;
- c. Painted surfaces to be polyester powder coated (six - 6mm thick);
- d. All regular steel to be sand-blasted prior to painting, galvanized to be acid etched;
- e. All swing set frames (junior and tot) are to be heavy duty construction galvanized steel frame (73mm / 2 7/8" O.D. Schedule 40 or greater Galvanized Pipe) and
- f. Swing chains to be heavy-duty 10mm / 3/8" diameter minimum hard steel.

8. Other Components:

- a. Where possible the use of recycled materials is encouraged.
- b. All polyethylene based components are to be fire-resistant using products safe for human contact;
- c. Polyethylene "tube" slides to be a minimum 12.5mm thickness with runout and reinforced edges (Steel pipe reinforcing preferred);
- d. All tires shall be new or recapped. No steel belted radial tires. All tires are to have holes drilled in the bottom for drainage;
- e. Cargo nets and climbing chains shall be plastic coated steel or vinyl coated heavy chain (6mm / 1/4" diameter minimum hard steel);
- f. Climbing ropes - to be minimum 20mm CABLE CORE poly-rope complete with compression clamp fasteners and moulded net joint connectors;
- g. All hoods to be extra heavy duty (10mm / 3/8" diameter minimum hard steel), pinched closed. Leave no opened hooks;

- h. Swing seats are to be slashproof. Bucket seats for tots are to have fastened front safety bars, and
- i. All swivel joints and moving parts for glide rides and track rides are to be completely enclosed to prevent finger pinching.

9. Installation and Acceptance:

- a. 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;
- b. All work described to be carried out by experienced personnel under the direction of the Contractor;
- c. Work will be inspected by the City 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 City upon completion of work;
- d. All components/parts to be standard, readily available from the supplier should replacement be necessary, and
- e. 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, and shall at the completion of the work leave the work end 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

1. Location of Work and Site Description:

McKay School is located at 7360 Lombard Road, Richmond, BC (See Figure 1). The location for the proposed work is the site of the existing playground, which is located on the north side of the school (See Figure Two (2)).

The perimeter of the new playground can fall within the approximate area indicated in Figure two (2). Bidders should work within this envelope, and should propose to use the minimum space necessary to properly accommodate the required play components and to appropriately fit the site.

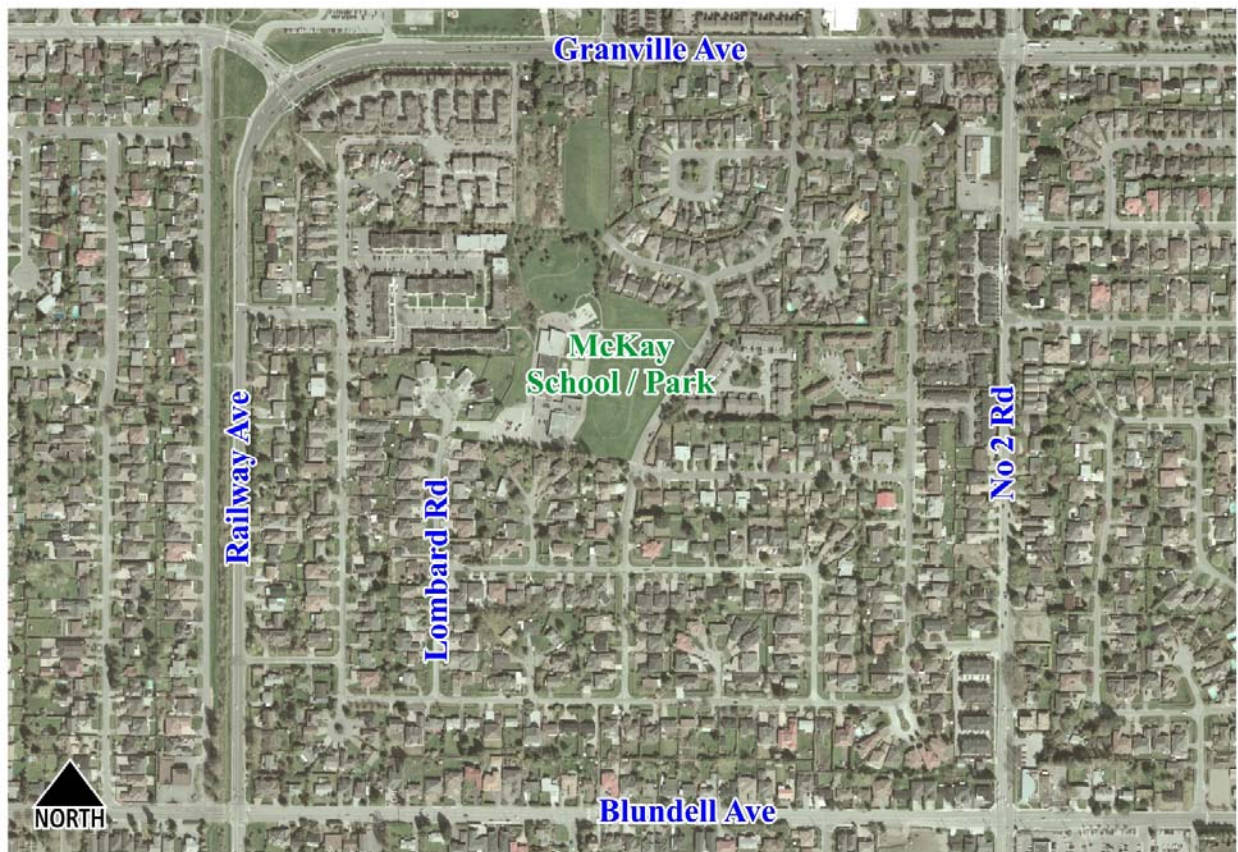


Figure 1: McKay School Location

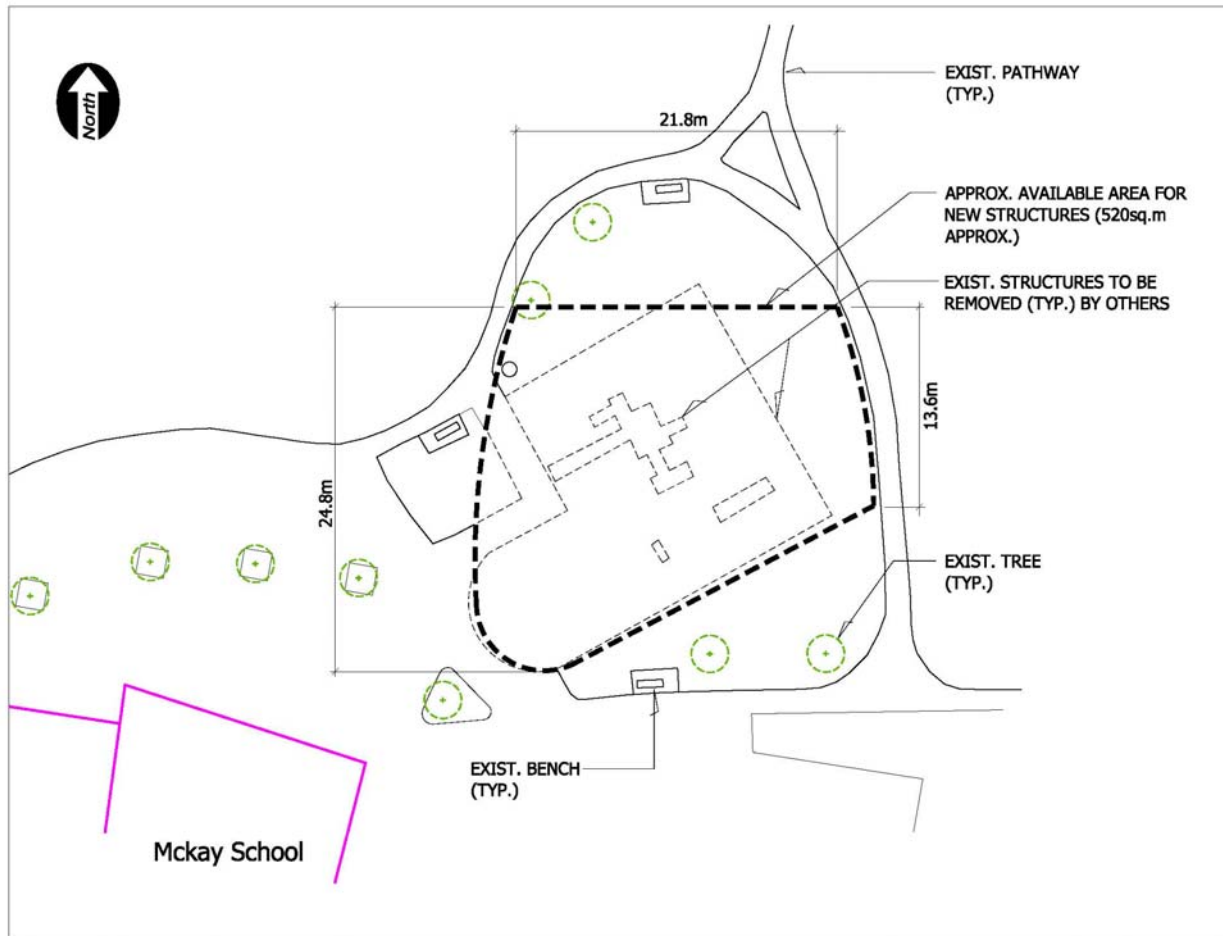


Figure 2: McKay School Playground Site Plan

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.

1.2 Environmental attributes of company

- 1.2.1 It is desirable that suppliers to the City of Richmond have an environmental policy statement approved at the executive level and implemented across the company.
- 1.2.2 Suppliers who have pursued environmental certification such as ISO 14001 should include this information with their bid. The ISO 14000 Series is a set of international standards for voluntary environmental management for both private and public organizations. It is designed to promote environmental compliance, ensure a commitment to pollution

prevention, and foster continual improvement of environmental performance through efficient environmental management.

- 1.2.3 The City of Richmond strictly subscribes to an environmental policy that requires all suppliers to be in compliance with all environmental laws and regulations regarding the manufacture, processing, handling, provision, disposal and waste management of goods and services.

1.3 Environmental purchasing resources

- 1.3.1 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site at:

<http://www.richmond.ca/services/environment/policies/purchasing.htm>

General Conditions of the Contract

1. INTERPRETATION

1.1 Definitions

In the Contract Documents, the following definitions apply:

- a) **“City”** means the City of Richmond;
- b) **“Contract”** means this contract as set out and described in the Contract Documents;
- c) **“Contract Documents”** has the meaning set out in the Instructions to Tenderers;
- d) **“Contractor”** means the Tenderer that is awarded the Contract; and
- e) **“Work”** means and includes anything and everything required to be done for the completion of this Contract.

2. WORK

2.1 Conformity with Contract Documents

The Contractor will perform the Work in strict conformity with the Contract Documents.

2.2 Standard of Care

The Contractor will perform the Work with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing similar work, and on the understanding that the City is relying on the Contractor’s experience and expertise.

2.3 Satisfaction of City

The Contractor will perform the Work to the reasonable satisfaction and approval of the City. The City will be the sole judge of the Work in respect of both quality and quantity, and the City’s decisions with regard to the Work, or as to the meaning and intention of this Contract, or any part or parts thereof, will be binding and final upon the Contractor.

2.4 Permits

The Contractor will obtain and pay for all applicable permits, licences, and certificates required to complete the Work unless otherwise provided herein.

2.5 Changes in the Work

The City may make changes to the Work, and the Contract price and time for performance will be adjusted by mutual agreement between the City and the Contractor. Except in the case of an emergency, changes may not be made by the Contractor without written approval by the City.

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Subcontractors

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

3.3 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 subcontractors then the Contractor will, on written request from the City, replace such personnel or subcontractors.

3.4 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 contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

4. INDEPENDENT CONTRACTOR

It is understood that this Contract 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 will be resolved by the Contractor with no involvement by the City.

5. PREMISES

5.1 Use of Premises

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

5.2 Cleaning of Premises

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

5.3 Light, Power, and Heat

The City's supply of electrical energy and water will be available to the Contractor without charge. The Contractor, upon completion of the Work, will remove temporary connections and extension of services, leaving the existing structures and services undamaged.

6. INQUIRIES

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

Technical

Doug Shearer
Park Planner,
Parks Design & Construction
Administration
Tel: 604-276-4904
E-mail: dshearer@richmond.ca

Contractual

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
Tel: 604-276-4135
E-mail: purchasing@richmond.ca

7. PAYMENT

7.1 Progress Payments

The Contractor will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Work completed in the previous month.

the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City will hold back from payments 10% of the amount the City determines is payable to the Consultant.

7.2 Payment of Holdback

The City will pay the Contractor the 10% holdback 55 days after completion of the Work upon receipt of:

- the Contractor's written claim for final payment;
- a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection with the Contract, including claims by subcontractors, and
- written clearance from the Workers' Compensation Board.

8. TAXES AND FEES

8.1 Taxes

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

8.2 Patent Fees

The Contractor will pay all royalties and licence fees and will save the City harmless from any and all losses on account of suits or claims of infringement of patents in any way connected to the Contractor's performance of the Work.

9. DEFECTIVE WORK

9.1 Correction of Defects

If, in the opinion of the City, the Work is improperly, defectively, or insufficiently performed, or being performed, the City 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 City may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor will, on demand, pay to the City, 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 may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

9.2 Deficiency Holdback

The City may retain holdbacks to cover deficiencies in the Work, in an amount equal to twice the amount the City estimates as the total cost to complete the deficiencies.

10. 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 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 correct such defective Work forthwith without expense to the City.

11. LIENS

11.1 Indemnification

The Contractor will 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 in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Work.

11.2 Lien Holdback

The City may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 10% as security for costs. The City may, at its option, after five days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the City shall pay such holdback to the Contractor, without interest.

12. PROTECTION OF THE WORK

The Contractor will protect of the Work and materials from damage and will protect the City's property and any adjoining property from injury due to the Work.

13. BONDS

If required by the Owner or Construction Manager, within fourteen (14) calendar days of the award of the Contract or the demand by the Owner or Construction Manager (whichever occurs first), the Contractor shall provide and pay for a Performance Bond and a Labour and Materials Payment Bond each in the amount of fifty percent (50%) of the Contract Price, covering the faithful performance of the Contract including the requirements of Item 10 – Warranty, and including without limitations, corrections after completion provided for in Item 10, and payment of all obligations arising under the Contract.

For greater certainty, the Performance Bond shall cover the Owner and the Construction Manager in the event of the Contractor's Failure to faithfully perform the Contract, whether from bankruptcy or otherwise, for all expenses incurred to properly complete the work, including reasonable legal fees and additional architectural or engineering fees, watchman services, heating, lighting and all similar expenses.

The aforesaid Performance Bond and Labour and Materials Bond shall name the City of Richmond as the obligee, and shall be issued by the surety only after the Contractor has provided to the surety complete disclosure of all Terms and Conditions of the Contract, any amendments thereto, and all assignment agreements, if any, applicable to the Contract, and shall be duly executed by all parties thereto. The Contractor shall provide to the Owner, or cause to be provided to the Owner, such written confirmation as the Owner deems appropriate that the surety has received full disclosure of all material information and documents which may affect or impact upon the surety's obligations under the Performance Bond and the Labour and Materials Payment Bond.

14. INDEMNIFICATION AND INSURANCE

14.1 Indemnification

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, the Contractor's employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this Contract.

14.2 Insurance

The Contractor will, at its own expense, through the terms of the Contract secure, maintain, and pay for the following coverage:

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 will cover all premises and operations necessary or incidental to the performance of this Contract and include but not necessarily be limited to the following coverage:

- *Contractual liability assumed under this Contract.*
- *Contingent employer's liability with respect to operations of sub-contractors.*
- *Owner's protective liability.*
- *Cross liability.*
- *Automobile liability (non-owned, hired).*
- *Completed operations liability 24 months after completed operations.*
- *Voluntary medical payments.*

"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 will 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.

The City, its officers, officials, and employees will be added as additional named insured on all such policies. All such insurance provided by these policies will 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 will 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, the Contractor will 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 the Contractor's obligations under this clause will not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions will not limit the insurance required by Municipal, Provincial, or Federal law.

It will 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 will be provided and maintained by the Contractor its own expense.

15. WORKERS' COMPENSATION BOARD COVERAGE/PRIME CONTRACTOR

The Contractor agrees that it will 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 will 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 will have a safety program acceptable to the Workers' Compensation Board and will 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 will complete and file a "Construction Notice of Project" with the Workers' Compensation Board and will provide a copy of the same to the City confirming that the Contractor will 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 will 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 will also provide a signed copy of the Prime Contractor Designation Document.

The Contractor will 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.

16. DEFAULT

The City may, by notice to the Contractor, terminate this Contract:

- If the Contractor fails to perform the Work within the time specified or breaches any material provision of the Contract,
- If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency;

If the City terminates this Contract as provided by this section, then the City may:

- enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Work;
- withhold payment of any amount owing to the Contractor under this Contract for the performance of the Work;
- set-off the total cost of completing the Work incurred by the City against any amounts owing to the Contractor under this Contract, and at the completion of the Services pay to the Contractor any balance remaining; and
- if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

17. USE OF WORK PRODUCT

The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Work rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

18. JURISDICTION

Nothing in this Contract limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

19. DISPUTE RESOLUTION

All matters in dispute under this Contract may, with the concurrence of both the City and the Contractor, be submitted to arbitration by a single arbitrator.

20. GENERAL

20.1 Governing Law

This Contract will be governed by the laws of British Columbia.

20.2 Compliance with Laws

The Contractor will perform the Work in compliance with all applicable codes, laws, regulations, and ordinances.

20.3 Amendment

This Contract may be amended only by agreement in writing, signed by both parties.

20.4 Time

Time will be of the essence in this Contract.

20.5 Assignment

Neither party will assign the Contract without the written consent of the other.

20.6 Notices

Any notice required to be given in this Contract will be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Section 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 Tender Form.



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.

Quotation/Proposal/Tender No.

3963Q

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	