



**REQUEST FOR QUOTATION 4310Q
DESIGN, SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT AT GENERAL
CURRIE SCHOOL**

Quotations 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 3:00 pm local time on Friday May 13th, 2011.

NOTES:

1. Three (3) copies of quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.

All queries related to the RFQ shall be submitted
in writing to the attention of:

Kerry Lynne Gillis - Buyer II, Contracting Specialist

email: purchasing@richmond.ca

fax: 604-276-4162

The deadline for all enquiries is Friday May 6th, 2011 at 5:00 pm, local time.

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REQUEST FOR QUOTATION 4310Q
DESIGN, SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT AT GENERAL
CURRIE SCHOOL

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for Design, Supply and Installation of Playground Equipment at General Currie School as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

2.0 Contract Term- Intentionally Omitted

3.0 Pricing

- 3.1 Prices quoted shall be in Canadian currency and shall be exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an amendment or addendum will be published on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City's website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

5.0 Inspection of Site

- 5.1 Where applicable, the Bidder shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

6.0 Pre-Bid Meeting – Intentionally Omitted

7.0 Submission of Quotation

- 7.1 The response to this Request for Quotations (RFQ) with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ document (the "Closing Time"). The Quotation shall be submitted on the forms provided in Part D in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.

- 7.2 In addition to the requirements described in this entire Part A of the Request for Quotation, Quotations are to include:
- a) A description of each component to be incorporated within the playground structures proposed;
 - b) A model, or three dimensional drawings, to scale, of the assembled playground structures, showing the following details:
 - i. plan views, with dimensions, with individual components clearly labelled;
 - ii. four elevation views;
 - iii. fastener details and
 - iv. footing details.
 - c) All material specifications.
 - d) A product brochure.
 - e) Layout of the play structure, (with safety zones clearly labelled), to scale, on the park site plan provided and
 - f) A presentation board no larger than 24" X 36" with cut-outs from the company catalogue showing all play components proposed for the structure.
- 7.3 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 7.4 The Bidder shall submit Three (3) copies of its Quotation in accordance with the instructions stated herein.
- 7.5 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 7.6 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 7.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 7.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 7.9 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the

City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

8.0 Conflict of Interest

- 8.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

9.0 Evaluation of Quotations

- 9.1 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:
- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - d) equipment quality, configuration, age and condition; and
 - e) any other criteria set out in this RFQ.
- 9.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 9.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 9.4 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 9.5 Preference may be given to Quotations offering environmentally beneficial products or services.

10.0 Acceptance and Rejection of Quotations

- 10.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
 - b) reject any Quotation;
 - c) reject all Quotations;
 - d) accept a Quotation which is not the lowest Quotation;
 - e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
 - f) reject a Quotation even if it is the only Quotation received by the City;
 - g) accept all or any part of a Quotation; and
 - h) split the Requirements between one or more Bidders.
- 10.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 10.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

11.0 Award of Contract

- 11.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 11.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) This RFQ and any subsequent amendments or addenda.
- 11.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the successful Bidder is required to perform the Service at a site located

within the City of Richmond, the successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.

- 11.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

12.0 Publication of the Results of the Request for Quotation

- 12.1 The City will publish the name of the successful Bidder on the websites listed in section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

13.0 Quantities

- 13.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

14.0 Alternates and/or Variations to Specifications

- 14.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.
- 14.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.
- 14.3 The City is not obligated to accept any alternatives.
- 14.4 The City will determine what constitutes allowable alternatives and/or variations.

15.0 Freedom of Information and Protection of Privacy Act (BC)

- 15.1 Bidders should note that the City of Richmond is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

16.0 Confidentiality

- 16.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.
- 16.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

17.0 Insurance

- 17.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 17.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.
- 17.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

PART B – GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of this RFQ;

“City” means the municipal corporation, generally known as the City of Richmond.

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by

BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“Quotation” means the Bidder’s offer made on the Quotation form set out on Part E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Work Site” means the site(s) where the Work is being performed and as stated in the Requirements unless otherwise stated in this RFQ.

2.0 Personnel

2.1 Qualified Personnel

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

2.2 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 sub-contractors.

2.3 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 and apparent deficiencies in other contractors’ work which would affect the Work, immediately after the deficiencies come to the Contractor’s attention.

3.0 Sub-contractors

3.1 The Contractor will perform the Work using its own personnel and those subcontractors as may be listed in *Part D - Quotation 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.

- 3.2 All sub-contractors are the responsibility of the Contractor.
- 3.3 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 3.4 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 3.5 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 3.6 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the “Subcontractors”).
- 3.7 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.8 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

4.0 Independent Contractor

- 4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

5.0 Assignment

- 5.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the “List of Subcontractors” of Part D – Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 Laws, Permits and Regulations

7.1 The laws of British Columbia shall govern the Contract.

7.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Inspection

8.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.

8.2 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

8.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

9.0 Use of Premises

9.1 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.

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

10.0 Light, Power, and Heat

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

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

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

11.0 Quality of Workmanship and Materials

- 11.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 11.2 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.
- 11.3 All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.
- 11.4 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 11.5 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

12.0 Warranty

- 12.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 12.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 12.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 12.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 12.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

13.0 Indemnification and Insurance

- 13.1 The Contractor shall 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 a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 13.2 The Contractor shall 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.
- 13.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.
- 13.4 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
- 13.5 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.

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- 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 eighty (80%) percent 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 there-under.
- 13.6 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.
- 13.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk 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 thirty (30) days' written notice to the City.
- 13.8 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
- 13.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 13.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

14.0 Workers' Compensation Board Coverage/Prime Contractor

- 14.1 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.

- 14.2 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 WorkSafe BC Occupational Health and Safety Regulations.
- 14.3 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.
- 14.4 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.

15.0 Termination

- 15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or

- e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 15.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 15.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

16.0 Payments

- 16.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.
- 16.2 The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.
- 16.3 Except for the final payment, the City shall holdback ten (10%) percent of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

17.0 Taxes

- 17.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 17.2 Invoices shall show the appropriate amounts for HST.

18.0 Non-resident Withholding Tax

- 18.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of fifteen (15%) percent. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the Work.

19.0 Liens

19.1 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.

20.0 Patent Fees

20.1 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.

21.0 Performance Bond – intentionally omitted**22.0 Protection of Person and Property**

22.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

22.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

22.3 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.

23.0 Clean Up

23.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

24.0 Character of Workers

24.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- a) Lack of or failure to obtain any required Security Clearance;
- b) Intoxication;
- c) Use of foul, profane, vulgar or obscene language or gestures;

- d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- f) Any action which may constitute a public nuisance or disorderly conduct.

24.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

25.0 Conduct of the Contract

25.1 The City of Richmond's Manager, Purchasing shall have the conduct of the RFQ and the Contract.

26.0 Rectification of Damage and Defects

26.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

27.0 Failure to Perform

27.1 If, in the opinion of the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing 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 (10) working days, the Manager Purchasing 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.

27.2 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

27.3 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

28.0 Dispute Resolution

- 28.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 28.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 28.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

29.0 Delivery

- 29.1 Deliveries shall be made to the locations specified in the Requirements between the hours of 8:15 am and 5:00 pm, local time, on any normal working day.

30.0 Changes in Requirements

- 30.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.
- 30.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

31.0 Notices

- 31.1 Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Manager 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.

PART C - REQUIREMENTS

1.0 Scope of Work

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

2.0 Bid Items

- 2.1 Supply and installation of IPEMA certified engineered wood fibre, including filter fabric, and impact mats under all kick points and all landing areas, per supplier specifications (Timber borders and drainage layer installed by the City.)

- 2.2 Preschool Playground Component (geared for children aged 3-5 years):

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

- a) Two (2) tot swings;
- b) covered and/or semi-enclosed social play element(s);
- c) seating elements;
- d) at least one raised platform;
- e) elements that encourage social play;
- f) elements that encourage fine-motor-skills;
- g) at least one climbing element;
- h) at least one slide.

Following is a list of potential second-priority components to be considered in the design (i.e. not required but desired if space and budget permit):

- i) rocking element(s) (e.g. spring toy or see-saw).
- j) one or more sliding pole;
- k) side-by-side double slide;
- l) play counter or table element;
- m) low-beam balance element;
- n) themed play elements;
- o) any additional elements that enhance the range of play experiences.

- 2.3 Primary Playground Component (geared for children aged 5-7 years):

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

- a) generally, primary components that complement rather than duplicate the existing primary/intermediate equipment components;
- b) covered social play element or elements;
- c) gross-motor-skills play elements;
- d) a minimum of one platform at 1500mm height;
- e) at least one primary slide;

Following is a list of potential second-priority components to be considered in the design (i.e. not required but desired if space and budget permit):

- f) merry-go-round-type element (e.g. Galaxy Supernova carousel ring by Kompan);
- g) one or two sliding poles;
- h) a covered slide;
- i) a bridge;
- j) a climbable rock-like element;
- k) any additional elements that enhance the range of play experiences.

- 2.4 Integration of Preschool and Primary components: preschool play equipment should be grouped together and primary /intermediate equipment should be grouped together. However, bidders are encouraged to integrate the two levels of play so that the design has the overall appearance of one play area if possible (with the exception of the tot swings which are understood to be a stand-alone element).

3.0 Budget

3.1 The budget for the scope of work described above is as follows:

- a) Preschool playground component: \$38,000.00 (excluding H.S.T.).
- b) Primary playground component: \$35,000.00 (excluding H.S.T.)
- c) Wood fibre per bid item 2.1: as required.

4.0 Schedule

4.1 Installation shall be completed within two (2) weeks of contract award with a firm completion deadline of **July 22, 2011**. Installation dates will be confirmed once the contract is awarded.

5.0 General Specifications

5.1 Safety:

- a) 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;
- b) Play components shall allow for continuous visibility and surveillance;
- c) 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.
- d) The equipment shall provide a gradation of levels of difficulty, so that young to older children may safely use the same structure and
- e) All structures shall include all necessary stairs, ramps, safety rails, handholds and panels as required.

5.2 Site

- a) 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.

5.3 Design Criteria

- a) 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;
- b) 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;
- c) 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;
- d) 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
- e) 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.

5.4 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.

5.5 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>

5.6 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.

5.7 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.

5.8 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.

5.9 Installation and Acceptance:

- j) 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;
- k) All work described to be carried out by experienced personnel under the direction of the Contractor;
- l) 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;

- m) All components/parts to be standard, readily available from the supplier should replacement be necessary, and
- n) 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.
- o) Upon completion of the work and as a condition of final acceptance, the Contractor shall provide a maintenance manual for each of the two school sites that covers all elements of the installed equipment.

6.0 Supplemental Specifications

6.1 Location of Work and Site Descriptions

a) General Currie Elementary School

1. General Currie Elementary School is located at 8220 General Currie Road, Richmond, BC (See Figure 1). The location for the proposed work is the site to the west of the existing primary/intermediate playground (currently occupied by the old preschool playground and an asphalt area with picnic tables). (See Figure 2).

The perimeter of the new playground can fall within the approximate areas indicated in Figure two (2). Bidders should work within this envelope, should propose using the minimum space necessary to properly accommodate the required play components, and should propose a configuration that best complements existing adjacent play equipment to remain. The area shown is approximate. If a bidder concludes a larger area is absolutely necessary to meet the required criteria listed in Part C, item 2.0, an enquiry should be submitted per Part A, item 4.0.



Figure 1: General Currie School Location

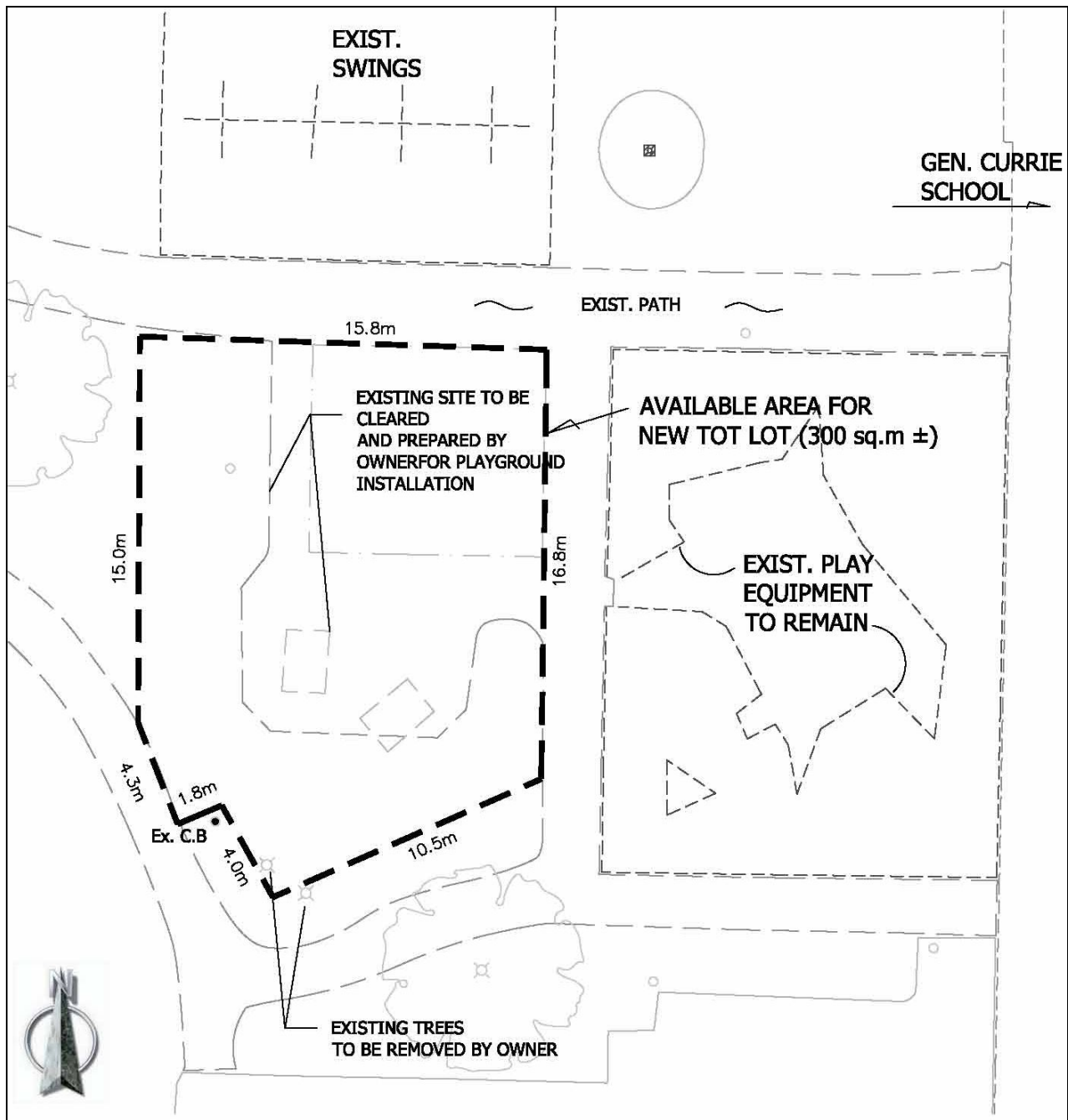


Figure 2: General Currie Playground Site Plan

PART D – QUOTATION FORM

Quotation Form

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

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

| ITEM | DESCRIPTION | LUMP SUM TOTAL COST |
|------|--|---------------------|
| A. | PRESCHOOL PLAY COMPONENTS – FIRST PRIORITY: | \$ _____ |
| B. | PRESCHOOL PLAY COMPONENTS – SECOND PRIORITY: | \$ _____ |
| C. | TOTAL (ITEMS A + B): | \$ _____ |
| D. | PRIMARY PLAY COMPONENTS – FIRST PRIORITY: | \$ _____ |
| E. | PRIMARY PLAY COMPONENTS – SECOND PRIORITY: | \$ _____ |
| F. | TOTAL (ITEMS E + F): | \$ _____ |
| G. | WOOD FIBRE SURFACING: | \$ _____ |
| H. | GRAND TOTAL (ITEMS A THROUGH H INCLUSIVE): | \$ _____ |

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

The above prices include and cover duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation, except for H.S.T.

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

Name of Bidder: _____

Name, Signature, and Title of Signing Officer: _____

Date: _____

PART D – QUOTATION FORM

Undertaking of Liability Insurance

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 _____, 2011.

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 IS APPLICABLE.

PART D – QUOTATION FORM

List of Previous Contracts

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

| | DESCRIPTION OF CONTRACT | TOTAL PRICE OF CONTRACT | DATE COMMENCED | DATE COMPLETED |
|--|-------------------------|-------------------------|----------------|----------------|
| Company: Contact Name: Phone: E-mail: | | | | |
| Company: Contact Name: Phone: E-mail: | | | | |
| Company: Contact Name: Phone: E-mail: | | | | |
| Company: Contact Name: Phone: E-mail: | | | | |

(If additional space is required, attach additional)