



Contract 3526Q

Design, Supply and Installation of Playground Equipment

at Westwind 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: _____

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Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

**CONTRACT 3526Q – DESIGN, SUPPLY AND INSTALLATION OF
PLAYGROUND EQUIPMENT AT ONE PARK PLAYGROUND AT WESTWIND
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 12:00 noon local time:

Thursday, July 2, 2009

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

Instructions to Bidders (Cont'd)

9. The successful Bidder will be required to be the holder of a valid Business Licence for the City of Richmond.
10. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

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

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

11. 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.
12. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
13. Inquiries during submission of Quotation should be directed as follows:

Purchasing

Sumita Dosanjh, Buyer II
Purchasing Section
City of Richmond
6911 No 3 Road, Richmond, BC

Telephone: 604-276-4097
E-mail: purchasing@richmond.ca

Technical

Doug Shearer, Park Planner
Parks Department
City of Richmond
6911 No 3 Road, Richmond, BC

Telephone: 604-247-4904
E-mail: dshearer@richmond.ca

14. 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.

Instructions to Bidders (Cont'd)

15. Quotations shall be open for acceptance for 60 days following the submission closing date.
16. The successful bidder will be required to provide the Owner with complete parts catalogues of all the components incorporated into the play structure supplied.
17. Bidders submissions shall comprise of:
 - (a) Completed Invitation to Quote with signed Quotation Form;
 - (b) Undertaking of Liability Insurance form;
 - (c) A description of each component to be incorporated within the 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
 - iv) footing details.
 - (e) All material specifications.
 - (f) Layout of the play structure, (with safety zones clearly labelled), to scale, on the park site plan provided.
 - (g) In addition to the completed Quotation Form, a separate cost breakdown summary that clearly identifies:
 - cost to supply (by component);
 - total delivery cost
 - total installation cost
 - applicable taxes
 - any other charges
 - (h) For base bid items, a breakdown of the total base bid per item, grouped into category A and category B per Section 3. Budget, in Supplemental Specifications
 - (i) Presentation board no larger than 24" X 36" with cutouts from the company catalogue showing all play components proposed for the structure.

Instructions to Bidders (Cont'd)

18. Product brochures shall accompany quotations. **Bidders with brochures submitted previously need not include with quotation.**
19. All bidders may be required to provide additional information or to modify their quotation as requested by the City.
20. The contract shall be awarded on the basis of the best overall design and value offered to the City. Suitability of the equipment, conformity to the specifications, design, colour, quality of construction, warranty, product track record, vendor track record and overall cost implications are among the measures that will be used to determine best value.
21. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
22. 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 and / or BC Bid to ensure that all available information has been received prior to submitting a bid.
23. The City, its agents and its employees shall not be responsible for any information given by way of verbal communication.
24. 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

TOTAL QUOTED PRICE, EXCL. G.S.T. (Item 1 & Item 2) \$ _____

1. Base bid items:

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 price:

QUOTED PRICE, BASE BID ITEMS, EXCL. G.S.T. \$ _____

2. Separate Price Item: Supply and installation of IPEMA certified engineered wood fibre and impact mats per supplier specifications.

The undersigned Bidder 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 price:

QUOTED PRICE, SEPARATE PRICE ITEM, EXCL. G.S.T. \$ _____

The above prices include installation, duties, handling and transportation charges, all other charges incidental to and forming part of this Quotation, and all taxes excluding GST.

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

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature,
and Title of
Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(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		SCHEDULE		ROLE OF KEY STAFF MEMBERS	OTHER RELEVANT INFO
				Original	Actual	Proposed	Actual		

(If additional space is required, attach additional)

General Specifications

Safety:

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;

Play components shall allow for continuous visibility and surveillance;

Signage shall be attached to the playground equipment in at least one location providing the age range the equipment is designed for and the manufacturer's name..

The equipment shall provide a gradation of levels of difficulty, so that young to older children may safely use the same structure;

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

Site:

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.

Design Criteria:

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;

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;

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

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

Work shall consist of equipment that is appropriate for school age children and should incorporate a good balance between active and creative play elements.

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.

General Construction:

The Contractor shall provide all labour, equipment and material required for the supply and installation of the play equipment as indicated;

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

All concrete footings must be at or below existing subgrade;

Play components are to be installed at a height to accommodate the depth of engineered wood fibre.

Impact mats should be installed at potential fall/landing sites at manufacturer's recommended depth below finish grade of engineered wood fibre.

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.

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

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

Ground plane:

The Contractor shall provide IPEMA certified engineered wood fibre within the borders installed by the City, per the supplier's specifications. This item is to be priced separately.

Wood:

A maximum moisture content of 19% prior to pressure treatment. CCA preservative solution to CSA requirements;

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

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

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

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

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

All wood platforms shall be fastened with screws. All 2x6's shall have minimum 2 screws at each end.

Metal:

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;

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

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

All regular steel to be sand-blasted prior to painting, galvanized to be acid etched;

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);

Swing chains to be heavy duty 10mm / 3/8" diameter minimum hard steel.

Other Components:

Where possible the use of recycled materials is encouraged.

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

Polyethylene "tube" slides to be a minimum 12.5mm thickness with runout and reinforced edges (Steel pipe reinforcing preferred);

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

Cargo nets and climbing chains shall be plastic coated steel or vinyl coated heavy chain (6mm / 1/4" diameter minimum hard steel);

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

All hoods to be extra heavy duty (10mm / 3/8" diameter minimum hard steel), pinched closed. Leave no opened hooks;

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

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

Installation and Acceptance:

All playground equipment must be properly packaged to eliminate damage during delivery. Delivered equipment will be confirmed prior to sign off. Damaged, incomplete or goods not meeting specifications will be replaced at no cost to the Owner. Complete and detailed assemble instructions are required;

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

Work will be inspected 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;

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

The Contractor shall repair, restore or make good all places and things disturbed and shall clear away or secure from the site left over equipment and/or rubbish as it accumulates, 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:

Westwind School, is located at 11371 Kingfisher Drive, Richmond, BC V7E 4Y6 (See Figure 1). The location for the proposed work is the site of the existing playground, which is located on the west side of the school, i.e. the opposite side of the school from the parking lot off Kingfisher Drive (See Figure 2).

The perimeter of the new playground can be expanded from the borders of the existing playground, per Figure 2. Bidders should work within this approximate boundary, and should propose to use the minimum space necessary to properly accommodate the required play components.

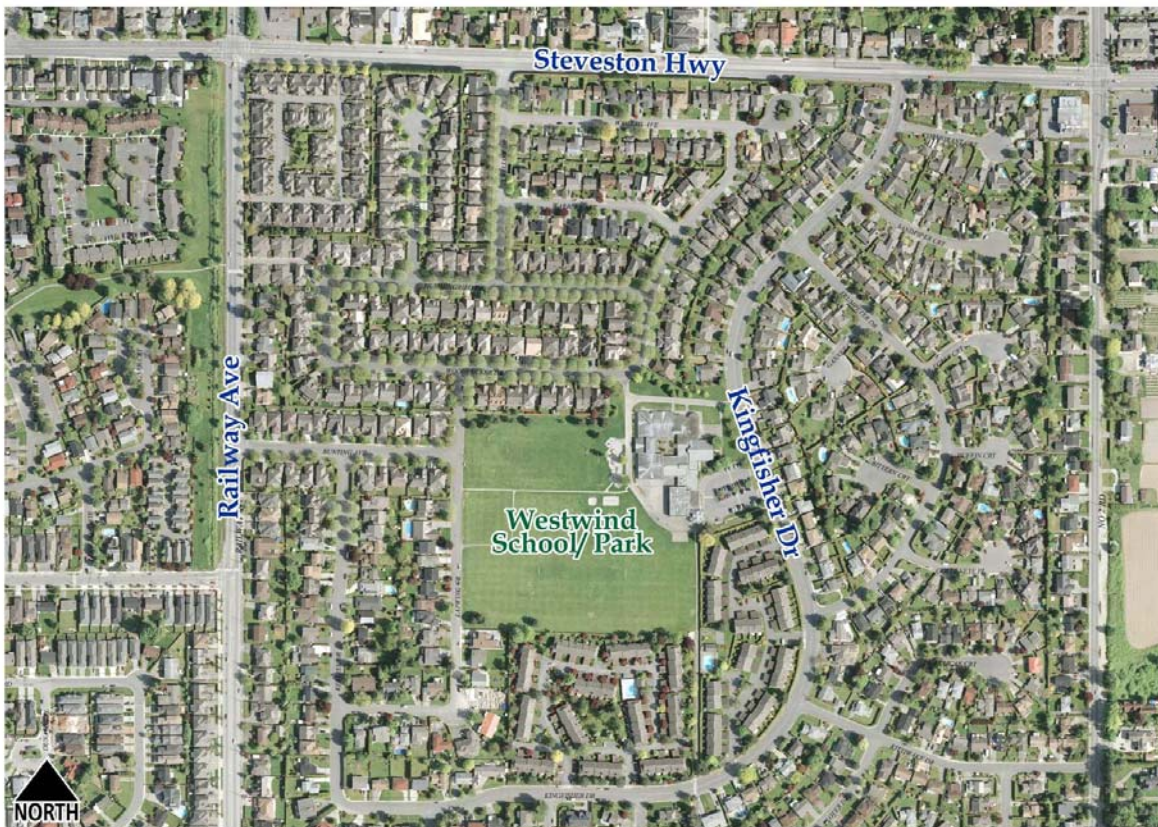


Figure 1: Westwind School Location

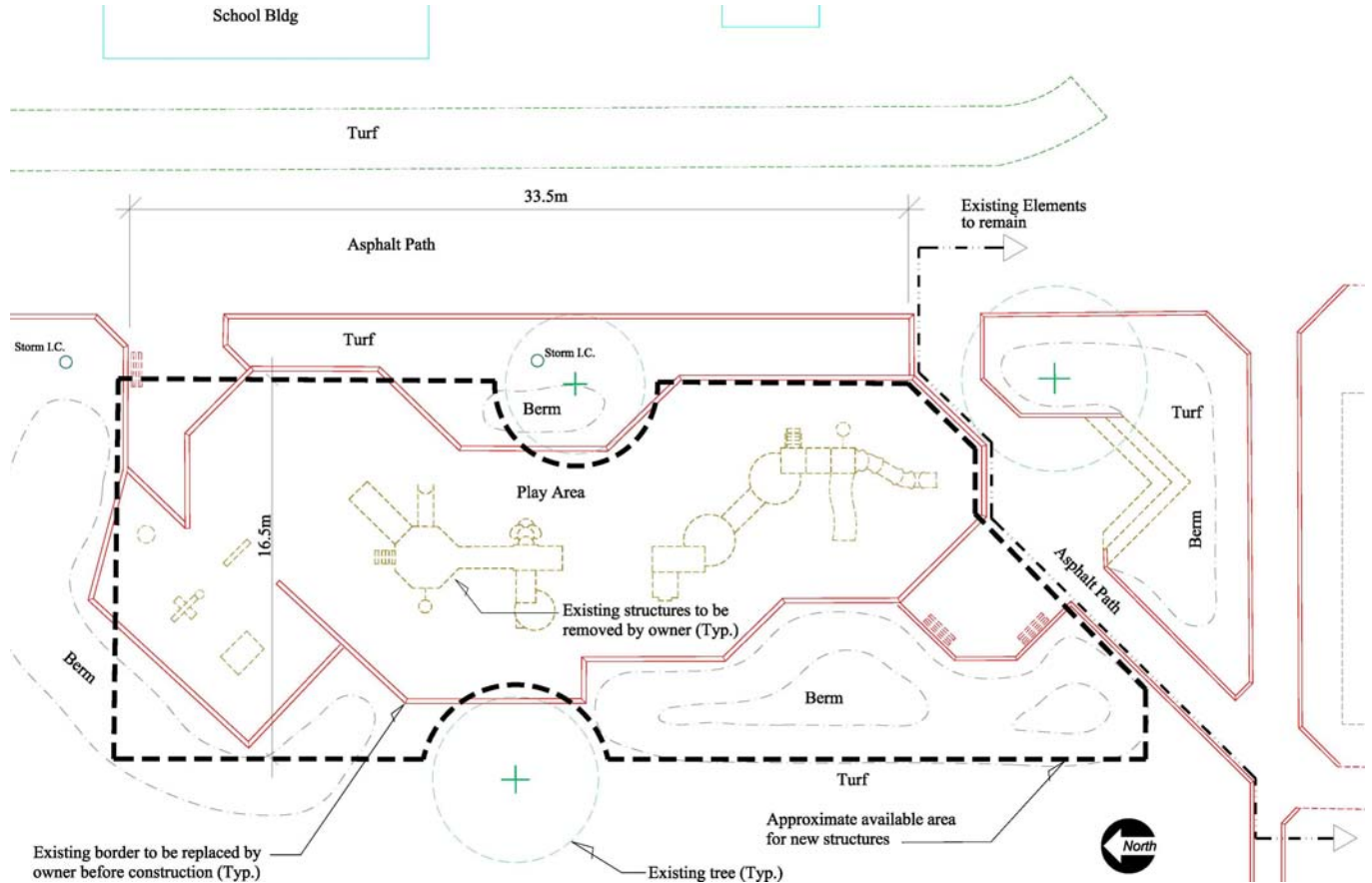


Figure 2: Westwind School Playground Site Plan

2. 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: The following is the list of components to be included in the design:

- a complete above-ground circuit; i.e. a looped rather than linear above-ground configuration
- at least 1 platform at 2400mm/96" ht.
- at least 1 platform at 2000mm/78" ht.
- at least 1 platform at 1500mm/60" ht.

- at least 1 platform at 1200mm/48” ht.
- 2 fire poles attached to 1500mm/60” min. ht. platform (preferably close to each other to facilitate coordinated play)
- 1 corkscrew pole
- 1 fire pole
- various climbing elements providing access on to the structure including, but not limited to, climbing wall, stair access, ladder access, and net climber access
- at least 2 overhead challenges including but not limited to climbers, rings, sky wheels, and track gliders.
- 1 primary side-by-side double slide
- 1 slide attached to a 2000mm/78” ht. platform
- at least one covered slide min. 1500mm/60” ht.
- at least one curved slide
- at least 1 bridge
- 1 crawl tunnel or similar, connecting platforms
- 1 talking tube
- 1 shelter with at least 2 seats under roof suitable for preschoolers
- at least 2 spring toys or similar elements for preschoolers
-

Notes:

Additional elements that enhance the range of play experiences and can be accommodated within the budget should also be included.

Preschool elements should be in a separate location from the primary and intermediate elements, which can be combined. The current location of preschool elements is at the north end of the existing playground, which would be the preferred proposed location.

2. Separate Price Items: The following should be priced separately:

- 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

3. Budget

Base Bid Items:

The budget allocation for the base bid items is **\$80,000.00** (excluding G.S.T.).

As part of the price breakdown requested in the Instructions to Bidders, bidders are required to break out Base Bid Items into the following two groups.

- A: \$60,000 (City of Richmond funding): main playground structure components;
- B: \$20,000 (Parental Advisory Committee - PAC funding): “value added” component(s) that enhance the main structure components.

The purpose of this breakdown is to identify PAC-funded components as “enhancements” to the structure. The breakdown can be approximate; i.e. A & B do not have to equal exactly \$60,000 and \$20,000 respectively, but must total no more than \$80,000 together as the base bid.

Separate Price Item:

A budget will not be identified for this item.

4. Schedule

Installation shall be completed within 3 weeks of commencement with a completion target of no later than **August 31, 2009**. Installation dates will be confirmed once the contract is awarded.

Environmental Terms and Conditions of Contract

1.0 Environmental Policy Requirements

1.1 The City of Richmond's Environmental Purchasing Policy

The City of Richmond's Environmental Purchasing Policy states:

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

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

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

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. Definitions

The two parties to the Contract/Purchase Order are the Contractor and the City, defined as follows:

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

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase Order deems acceptance of all conditions of the supply and installation contract.

2. Work to Satisfaction of City

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

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

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract.

4. Permits

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

5. Use of Premises

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

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

6. Light, Power, and Heat

The Contractor shall arrange for his own power and water.

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

7. Warranty

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

8. Liens

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

9. Patent Fees

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

10. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.
- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

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

12. Laws

The laws of British Columbia shall govern the work.

13. Time

Time shall be the essence in this Contract.

14. Assignment

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

15. Notices

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

16. Inquiries

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

Doug Shearer, Park Planner
Parks Department
City of Richmond
6911 No 3 Road, Richmond, BC

Telephone: 604-247-4904
E-mail: dshearer@richmond.ca

17. Settlement of Complaints Re: Work

If, in the opinion of the Purchasing and Risk Manager, the work is improperly, defectively, or insufficiently performed, or being performed, the Purchasing and Risk Manager may, in writing, order the Contractor to re-execute or correct the work in accordance with such order. If the Contractor fails to comply with such order within ten working days, the Purchasing and Risk Manager 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. If the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

18. Personnel

18.1 Qualified Personnel

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

18.2 Subcontractors

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Quotation Form and approved by the City, and will bind all 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.

18.3 Replacement of Personnel or Sub-Contractors

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

18.4 City's Own Forces and Other Contractors

The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City and apparent deficiencies in other contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

19. Changes in the Work

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

20. Protection

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

21. Payments

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

Except for the final payment, the City shall retain 10% of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration and upon receipt of clearance from the Workers' Compensation Board.

22. Indemnification and Insurance

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

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

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

7. Voluntary medical payments.
- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, 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 shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

The policy or policies shall be underwritten by 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 Manager 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 notice to the City.

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

It shall be the full responsibility of the Contractor and the City to determine their own additional insurance coverage, if any, that are necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor and/or the City at their own expense.

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

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

employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

23. Workers' Compensation Board Coverage/Prime Contractor

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

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

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

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



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

Quotation/Proposal/Tender No.
3526Q

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	



June 22, 2009

City of Richmond
Business & Financial Services Department
Telephone: 604-276-4219
Fax: 604-276-4222

To Those Parties Receiving Contract 3526Q

**Re: Request for Quote 3526Q
Design, Supply & Installation of Playground Equipment at Westwind School - Addendum
No. 1**

Dear Sir or Madame,

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Question: Please confirm the specification of having clear sightlines as per page 12, “Play components shall allow for continuous visibility and surveillance”, yet also requesting tunnels, as per page 18, “1 crawl tunnel or similar, connecting platforms”, and in addition, the request for “at least one covered slide min. 1500mm/60” ht”, also found on page 18.

Answer: Play components shall allow for continuous visibility and surveillance, *except* where elements of prefabricated components such as crawl tunnels or covered slides restrict visibility on a small scale.

2. Drawing attached – Westwind School – Playground Layout. Please send an email to purchasing@richmond.ca if you wish to receive a CADD version of the drawing.

Yours truly,

Sumita Dosanjh
Byer II - Contracting Specialist



City of Richmond

6911 No.3 Road
Richmond, BC V6Y 2C1
www.richmond.ca

June 25, 2009

City of Richmond
Business & Financial Services Department
Telephone: 604-276-4219
Fax: 604-276-4222

To Those Parties Receiving Contract 3526Q

**Re: Request for Quote 3526Q
Design, Supply & Installation of Playground Equipment at Westwind School - Addendum
No. 2**

Dear Sir or Madame,

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Clarification regarding: Supplemental Specifications, Section 2.1 Base Bid Items:

Designs submitted by bidders should generally conform to the list provided in this section. Designs that do not feature all items in the list will still be considered, as long as they achieve the overall goals specified elsewhere in the Request for Quotations, i.e.:

- provide inter-connecting components that provide a variety of play activities;
- incorporate platforms at various heights and feature a continuous circuit of play opportunities;
- include equipment that is appropriate for school age children and should incorporate a good balance between active and creative play elements; and
- incorporate the widest array of possible activities to stimulate the physical and social growth of the user group.

Yours truly,

Sumita Dosanjh
Byer II - Contracting Specialist



City of Richmond

6911 No.3 Road
Richmond, BC V6Y 2C1
www.richmond.ca

June 29, 2009

City of Richmond
Business & Financial Services Department
Telephone: 604-276-4219
Fax: 604-276-4222

To Those Parties Receiving Contract 3526Q

**Re: Request for Quote 3526Q
Design, Supply & Installation of Playground Equipment at Westwind School - Addendum
No. 3**

Dear Sir or Madame,

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Clarification regarding: Figure 2: Westwind School Playground Site Plan:

All features within the dashed area labelled "Approximate available area for new structures," including borders, existing play structures, and beams, will be removed as necessary by the Owner to accommodate installation of new structures.

The CADD version of this plan is scaleable, and is available to bidders per instructions in Addendum No. 1.

Yours truly,


Sumita Dosanjh
Byer II - Contracting Specialist



City of Richmond

6911 No.3 Road
Richmond, BC V6Y 2C1
www.richmond.ca

June 30, 2009

City of Richmond
Business & Financial Services Department
Telephone: 604-276-4219
Fax: 604-276-4222

To Those Parties Receiving Contract 3526Q

**Re: Request for Quote 3526Q
Design, Supply & Installation of Playground Equipment at Westwind School - Addendum
No. 4**

Dear Sir or Madame,

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Delete: Addendum No. 3 Clarification regarding: Figure 2: Westwind School Playground Site Plan:

All features within the dashed area labelled "Approximate available area for new structures," including borders, existing play structures, and beams, will be removed as necessary by the Owner to accommodate installation of new structures.

and replace with: **Clarification regarding: Figure 2: Westwind School Playground Site Plan:**

All features within the dashed area labelled "Approximate available area for new structures," including borders, existing play structures, and berms, will be removed as necessary by the Owner to accommodate installation of new structures.

Yours truly,

Sumita Dosanjh
Buyer II - Contracting Specialist