



**REQUEST FOR QUOTATION 4860Q
SUPPLY AND INSTALLATION OF CHAINLINK FENCING**

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 3:00pm, local time, on Thursday May 30, 2013.

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 2

email: purchasing@richmond.ca

The deadline for all enquiries is Thursday May 23, 2013 at 5:00 pm, local time.
The City reserves the right not to address any inquiries received after this deadline.

TABLE OF CONTENTS

PART A – INSTRUCTIONS TO BIDDERS..... 2

1.0 Description of Requirement..... 2

2.0 Contract Term 2

3.0 Pricing 2

4.0 Inquiries and Clarifications..... 2

5.0 Submission of Quotation..... 3

6.0 Conflict of Interest 4

7.0 Evaluation of Quotations 4

8.0 Acceptance and Rejection of Quotations 5

9.0 Award of Contract..... 5

10.0 Quantities 6

11.0 Alternates and/or Variations to Specifications..... 6

12.0 Freedom of Information and Protection of Privacy Act (BC)..... 7

13.0 Confidentiality 7

14.0 Undertaking of Insurance..... 7

15.0 Publication of the Results of the Request for Quotation..... 7

16.0 Form of Agreement..... 7

PART B – GENERAL CONDITIONS 8

1.0 Definitions 8

2.0 Personnel..... 9

3.0 Sub-contractors 10

4.0 Independent Contractor..... 11

5.0 Assignment 11

6.0 Responsibility For Supplies 11

7.0 Delivery 11

8.0 Time of the Essence 11

9.0 Laws, Permits and Regulations..... 12

10.0 Inspection..... 12

11.0 Use of Premises 12

12.0 Quality of Workmanship and Materials..... 12

13.0 Warranty 13

14.0 Indemnification and Insurance..... 13

15.0 Workers' Compensation Board Coverage/Prime Contractor 15

16.0 Termination..... 16

17.0 Payments 17

18.0 Taxes..... 17

19.0 Liens..... 18

20.0 Patent Fees 18

21.0 Protection of Person and Property 18

22.0 Clean Up 18

23.0	Character of Workers	18
24.0	Conduct of the Contract	19
25.0	Rectification of Damage and Defects	19
26.0	Failure to Perform	19
27.0	Dispute Resolution.....	20
28.0	Changes in Requirements	20
29.0	Notices	21
 PART C - REQUIREMENTS.....		22
<u>SECTION 1. SCOPE OF WORK - GENERAL REQUIREMENTS.....</u>		22
<u>SECTION 2. TECHNICAL SPECIFICATIONS</u>		25
<u>SECTION 3. STANDARD REQUIREMENTS AND PROVISIONS.....</u>		30
<u>SECTION 4. STANDARD FENCING PANELS</u>		33
 PART D – QUOTATION FORM.....		34
	Quotation Form.....	34
	Undertaking of Liability Insurance.....	36
	List of Subcontractors	37
	List of Equipment	38
	List of Previous Contracts.....	39
 PART E – DISTRIBUTION LIST		40

REQUEST FOR QUOTATION 4860Q
SUPPLY AND INSTALLATION OF CHAIN LINK FENCING

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for Supply and Installation of chain link fencing to various sites on an as required basis, as set out herein, for the City of Richmond (the “City”).
- 1.2 The City may elect to award parts of the Contract to multiple bidders.
- 1.3 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

- 2.1 The City anticipates that the term of this Contract will be effective June 10, 2013 to June 9, 2016. The City may elect to extend the Contract for 2 (two) additional one year periods to a maximum of 5 (five) years upon mutual consent of the City and the Contractor.

3.0 Pricing

- 3.1 Prices quoted will be in Canadian currency, exclusive of G.S.T and inclusive of F.O.B. Destination to the Sites named herein as applicable, and 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 Inquiries are to be in written form only and e-mailed to the contact persons shown on the cover page. If required, an amendment or addendum may be issued to Bidders. However, it is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda and to satisfy itself as to the full Requirements of this Request for Quotations (“RFQ”).
- 4.2 The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFQ process, any interpretation of, additions to, deletions from, or any other corrections to the RFQ document, may be issued as written addenda by the City. It is the sole responsibility of the potential Bidders to check the following websites to ensure that all available information has been received prior to submitting a Response:

PART A – INSTRUCTIONS TO BIDDERS

- a) City: <http://www.richmond.ca/busdev/tenders.htm>
 - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5 Each addendum will be incorporated into and become part of the RFQ document. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

5.0 Submission of Quotation

- 5.1 The response to this RFQ with all accompanying schedules, appendices, amendments 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 (the "Closing Time"). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 5.2 Quotations received after the Closing Time or in locations other than the address indicated, may not be accepted and may be returned unopened.
- 5.3 The Bidder should submit two (2) copies of its Quotation in accordance with the instructions stated herein.
- 5.4 The Bidder should 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 should be initialled by the authorized signatory.
- 5.5 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.
- 5.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Section office prior to the Closing Time.
- 5.7 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.
- 5.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages

PART A – INSTRUCTIONS TO BIDDERS

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 Quotation 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.

6.0 Conflict of Interest

6.1 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.

7.0 Evaluation of Quotations

7.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:

- 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; track record; and references of current and former customers;
- d) financial stability;
- e) equipment quality, configuration, age and condition; and
- f) any other criteria set out in the RFQ.

7.2 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 2 (two) fiscal years.

7.3 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

PART A – INSTRUCTIONS TO BIDDERS

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.

- 7.4 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.
- 7.5 Preference may be given to Quotations offering environmentally beneficial products or services.

8.0 Acceptance and Rejection of Quotations

- 8.1 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 Request for 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.
- 8.2 All Quotations shall remain open for a minimum of 60 (sixty) days after the Closing Time, whether or not another Quotation has been accepted.
- 8.3 The City may waive any non-compliance with the RFQ, the Requirements, the specifications, or any conditions of 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.

9.0 Award of Contract

- 9.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 9.2 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

PART A – INSTRUCTIONS TO BIDDERS

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 General Conditions of the Contract, including any mutually agreed to amendments between the Bidder and the City;
- b) The City's purchase order including the standard purchase order terms and conditions;
- c) The Quotation; and
- d) The RFQ and any subsequent amendments or addenda.

9.3 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.

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

10.0 Quantities

10.1 Any quantities stated herein are the City's best estimates of its Requirements and should not be relied on. Actual quantities may vary.

11.0 Alternates and/or Variations to Specifications

11.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City; and Bidders should submit their Quotations in accordance with such Requirements, or if the Bidder cannot meet the Requirements, the Bidder may offer an alternative which it believes to be the equivalent in addition to a quotation that meets the Requirements.

11.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Requirements, the Bidder wishes to offer an alternative, the alternative Quotation should be submitted separately in the same format as the initial Quotation.

11.3 The City is not obligated to accept any alternatives.

11.4 The City will determine what constitutes allowable alternatives and/or variations.

PART A – INSTRUCTIONS TO BIDDERS

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

12.1 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.

13.0 Confidentiality

13.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.

13.2 The Successful Bidder agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

14.0 Undertaking of Insurance

14.1 The Successful Bidder will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

14.2 Bidders should have the Undertaking of Liability Insurance Form Letter within the Part D of the document completed and submitted with their Quotations

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

15.0 Publication of the Results of the Request for Quotation

15.1 The City will publish the name of the successful Bidder on the websites listed in section 4.3. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

16.0 Form of Agreement

16.1 The form of agreement consists of the terms and conditions identified in Part B General *Conditions* of this RFQ document.

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

- 1.1 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.
- a) “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;
 - b) “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;
 - c) “City” means the municipal corporation, generally known as the City of Richmond.
 - d) “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;
 - e) “Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;
 - f) “Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;
 - g) “Contract Documents” means the purchase order, the Contractor’s Quotation, this entire RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
 - h) “Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;
 - i) “Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;
 - j) “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

PART B – GENERAL CONDITIONS

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.”;

- k) “G.S.T” means the Goods and Services Tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- l) “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.
- m) “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;
- n) “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;
- o) “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;
- p) “Response” means the same as “Quotation”;
- q) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements; and
- r) “Work Site” means the sites where the Work is being performed, in Richmond, B.C., 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

PART B – GENERAL CONDITIONS

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 3.1 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.

PART B – GENERAL CONDITIONS

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 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 5.1, 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 Responsibility For Supplies

6.1 The Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

7.0 Delivery

7.1 Deliveries shall be made to the Work Site(s) specified by the City. It is the Contractor's responsibility to ensure that all deliveries made to the City occur within the operating hours of the Work Site(s) specified by the City.

8.0 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

PART B – GENERAL CONDITIONS

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.

9.0 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.

10.0 Inspection

- 10.1 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.
- 10.2 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.
- 10.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

11.0 Use of Premises

- 11.1 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.
- 11.2 At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

12.0 Quality of Workmanship and Materials

- 12.1 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.
- 12.2 The whole of the Work 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

PART B – GENERAL CONDITIONS

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.

- 12.3 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.
- 12.4 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.
- 12.5 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.

13.0 Warranty

- 13.1 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).
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

14.0 Indemnification and Insurance

- 14.1 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

PART B – GENERAL CONDITIONS

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 under this Contract.

- 14.2 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.
- 14.3 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.
- 14.4 The Contractor shall, at its 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 (twenty-four) 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 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

PART B – GENERAL CONDITIONS

interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.

- 14.5 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.
- 14.6 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.
- 14.7 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
- 14.8 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.
- 14.9 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.

15.0 Workers' Compensation Board Coverage/Prime Contractor

- 15.1 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

PART B – GENERAL CONDITIONS

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.

- 15.2 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 WCB Occupational Health and Safety Regulations.
- 15.3 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.
- 15.4 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.

16.0 Termination

- 16.1 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

PART B – GENERAL CONDITIONS

- 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 makes changes to the Requirements without the consent of the City;
 - c) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - d) any failure of the Contractor to meet the safety requirements of the Contract;
 - e) 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
 - f) 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.
- 16.2 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).
- 16.3 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.

17.0 Payments

- 17.1 The Contractor shall be paid net 30 (thirty) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.
- 17.2 The City shall make payments for work completed and materials on the site upon receipt of the Contractor's invoice.

18.0 Taxes

- 18.1 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).

PART B – GENERAL CONDITIONS

18.2 Invoices shall show the appropriate amounts for G.S.T.

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 Protection of Person and Property

21.1 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.

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

21.3 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.

22.0 Clean Up

22.1 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.

23.0 Character of Workers

23.1 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;

PART B – GENERAL CONDITIONS

- 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.
- 23.2 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.

24.0 Conduct of the Contract

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

25.0 Rectification of Damage and Defects

- 25.1 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.

26.0 Failure to Perform

- 26.1 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.

PART B – GENERAL CONDITIONS

- 26.2 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.
- 26.3 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.

27.0 Dispute Resolution

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

28.0 Changes in Requirements

- 28.1 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.
- 28.2 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.

PART B – GENERAL CONDITIONS

29.0 Notices

- 29.1 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

PART C - REQUIREMENTS

SECTION 1. SCOPE OF WORK - GENERAL REQUIREMENTS

1.1 General Conditions and Requirements

This section of the Requirements shall be read in conjunction with all drawings, as provided, and forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts of the Request for Quotation document in conjunction with the General Conditions of the Contract.

1.2 Contractor to Provide Everything

All Work done under this contract shall include the supply of all labour, materials, tools, equipment, and all incidentals required to execute and complete all work as specified herein.

1.3 Execution of Contract

The whole of the Work and the manner of performing this contract shall be under the direction and to the entire satisfaction of and be subject to the approval of the Parks Department of the Community Services Division of the City, and in accordance with approved and accepted standard practices for the erection of chain link fencing.

Installations and all work as required under this division of the Requirements shall be in full accordance with the complete intent of the drawings and specifications, complete in every way when finally accepted and delivered to the owner.

Any deviation from these specifications, without the approval of the Parks Department of the Community Services Division or a designated authority, will constitute a breach of this Contract and the City may terminate the Contract in accordance with section 16 (sixteen) of the General Conditions of Contract.

1.4 Materials and Workmanship

Labour used in the installation of the work shall be skilled in the appropriate classes of work in accordance with the generally established, approved and accepted standard practices currently recognized by the respective trades in the construction industry. The Parks Department will reserve the right to request the Contractor to remove any labour that is considered to be unsuitable.

PART C – REQUIREMENTS

1.5 Supervision

The Contractor shall employ and maintain on site at all times during the installation, as required by the Parks Department, fully experienced, qualified and competent supervisors in each class of work included in the installation.

1.6 Inspection

Periodic inspections of the work shall be carried out by a fully experienced, qualified and competent employee of the Contractor throughout the entire construction period.

1.7 Standards

These Specifications shall be read in conjunction with and shall conform to those standard weights with the corresponding wall thickness for steel pipe of various nominal outside diameter, together with permissible weight and dimension tolerances as prescribed in the Standard Specification for Welded and Seamless Steel Pipe, ASTM Designation; A 120 - Schedule 40 and latest revision thereof.

1.8 Review

Prior to submission of quotation or tender, the Contractor submitting quotations or tenders on the work shall review all drawings and/or sketches carefully in conjunction with the planning of the work.

1.9 Clarification - Drawings and Documents

All measurements are to be as shown on drawings and exact measurements should be checked on site. However, if any Bidder finds any discrepancies or variances, inconsistencies, errors, or omissions which occur between the drawings and specifications, or any other contract documents, or within either documents itself, or requires clarification or any provisions contained therein, he shall submit his query to the Parks Department. The Parks Department or a delegated authority will decide on the item and manner in which the work shall be installed.

1.10 Local Conditions

Prior to submission of quotation or tender, the contractor submitting quotations or tenders on the work will visit and be deemed to have visited the site(s) to ensure he is familiar with all conditions relating to the work, and must indicate if there are any special requirements necessary in order to ensure the execution of a complete and satisfactory installation acceptable to the Owner. No extra claim will be considered for loss, damage or unforeseen work due to the Contractor's failure to visit the site(s).

PART C – REQUIREMENTS

1.11 Materials Approved

All materials for permanent installations shall be new and as specified on drawings or approved equal. All alternative materials to those specified must meet with pre-approval from the Parks Department.

1.12 Arrangement of Work

It shall be the responsibility of the Contractor to coordinate scheduling of the work with all other trades to allow the most satisfactory installation.

1.13 As-Built Drawings

"As-Built" drawings shall be provided **if requested** for the Parks Department upon completion of the entire project.

1.14 Construction Schedule

The Contractor shall deliver all materials and carry out all Work required in a schedule specified by the City for each Work Site, as the Work is required.

1.15 Other Related Work

Any other labour used in conjunction with the construction of chain link fencing, such as concrete and carpentry work, etc., for backstop dugouts, shall be skilled in the appropriate classes of work, and is to be performed only by certified trades personnel in accordance with the generally established, approved and accepted standard of practices currently recognized by the respective trades in the construction industry.

Any such work considered not satisfactory by the City may be rejected.

The Parks Dept. or a designated authority will reserve the right to request the contractor to remove and replace any labour and/or materials he may consider to be unsuitable.

****End of Section One****

PART C – REQUIREMENTS

SECTION 2. TECHNICAL SPECIFICATIONS

2.1 MATERIALS

2.1.1 Fabric Type (Galvanized Coated Mesh)

Unless otherwise specified on drawings and/or Section 5 for sports facilities:

To be chain link 2 in. (50 mm) mesh x No. 6 gauge of continued width supplied without splices in rolls to the desired full height as specified and shall be continuous from bottom to top rail. Chain link fabric to be knuckled at top and bottom. The fabric shall be manufactured from the highest quality open hearth steel, hot dipped galvanized after weaving or woven from electrolytic galvanized wire with tensile strength of 100,000 psi (689.48 MPa) and have a minimum galvanized coating of 1.6 oz/ft² (48.79 mg/cm²) as per standard specification for Class II of zinc-coated steel chain link fence fabric ASTM (American Society for Testing and Materials) Specification designation: A392-68 and latest revision thereof.

2.1.2 Fabric Type (Option for Vinyl Coated Mesh)

To be black in colour, and continuously extruded vinyl coated CHAIN LINK 2 in. (50 mm) mesh x No. 6 gauge. Steel core to be minimum No. 9 gauge. SUPPLIED WITHOUT SPLICES IN ROLLS TO THE DESIRED FULL HEIGHT as specified on the drawings AND SHALL BE CONTINUOUS FROM BOTTOM TO TOP RAIL. Chain link fabric to be knuckled at top and bottom. Tensile strength of galvanized wire to be 100,000 psi (689.48 MPa) and have a minimum galvanized coating of 0.3 oz/sq. ft (9.14 mg/cm²) and be of same physical properties, characteristics and manufacturing process as prescribed under Section 2, Paragraph 1.1 of these specifications ("Fabric Type for Galvanized Mesh") and standard specification for zinc-coated steel chain link fence fabrics ASTM (American Society for Testing and Materials) Specification designation: A392-68 and latest revision thereof.

Chain link fabric shall be woven from plastic coated wire with vinyl coating continuously extruded (not sprayed or dipped) over the wire, to insure dense and impervious covering, free of voids having a smooth lustrous surface appearance.

2.1.3 Barbed Wire

Made of 3 strands, 4 point barbs, 12-1/2 gauge, at 6 in. (150 mm) spacings with top strand of barbed wire to extend approximately 12 in. (300 mm) above fence fabric. Minimum breaking strength of line wire 900 lbs. Minimum zinc coating of galvanized line wire 0.8 oz/sq. ft. (24.39 mg/cm²) of surface area.

PART C – REQUIREMENTS

2.1.4 Extension Arms

To be galvanized pressed steel or aluminum. Arm to accommodate 3 strands of barbed wire at 45° overhang. Vertical barbed wire arms can also be supplied for areas with restricted clearance.

2.2 POSTS, SPACINGS AND FOOTINGS

2.2.1 All posts to be standard continuous butt weld hot dipped galvanized schedule 40 steel pipe of sufficient strength to carry "live and dead" loads without visual deflection, complete with all necessary fittings and riveted caps. Posts shall be embedded into concrete footings of the proper diameter and shaped to ensure adequate support at specified depths, heights and spacings as shown on drawings and/or Section 4 and 5 of these specifications.

No tubing, conduit or open seam material will be permitted.

NOTE: The Parks Dept. of the City of Richmond will accept "allied tube and conduit SS40 pipe" as an alternative to Schedule 40 pipe.

2.2.2 Footings to be of five sack mix minimum (2500 psi) 17.24 MPa) compressive strength at 28 days.

2.2.3 Line Posts (Wall Thickness 3.90 mm)

Standard continuous butt weld hot dipped galvanized schedule 40 steel pipe, minimum 2-3/8 in. OD (60 mm) shall be set into concrete footings at specified depths and spaced in line of fence 10 ft. (3 m) on centre unless otherwise noted. If barbed wire is used, standard galvanized steel pipes shall be complete with post tops with self-locking extension arms to carry three strands of barbed wire at 45°. (See Section 2, Paragraph 1.3 and 1.4).

No tubing, conduit or open seam material will be permitted.

2.2.4 Terminal Posts: End, Corner, Straining and Gate Posts (Wall Thickness 5.15 mm)

Standard continuous butt weld hot dipped galvanized schedule 40 steel pipe, minimum 3-1/2 in. OD (90 mm), unless otherwise noted, shall be set into concrete footings at specified depths. Posts in excess of 6' (1.80 m) in height above finished ground level to be braced with identical pipe as top rail.

PART C – REQUIREMENTS

No tubing, conduit or open seam materials will be permitted.

2.3 TOP, CENTRE AND BOTTOM RAILS (Wall Thickness 3.55 mm)

2.3.1 Centre rails to be installed at 5' (1.50 m) and not more than 6' (1.80 m) on centres as required and to be minimum 1-5/8 in. OD (40 mm) standard continuous butt weld hot dipped galvanized schedule 40 steel pipe. Top rail only connected at joints with galvanized steel tube or slip-on pipe sleeve couplings if welded construction is not specified. Fence top rails to run in a straight line in each section of fence between corner posts with expansion strings every 100 linear feet (30.50 m) of continuous length.

Pipes to be sufficient strength to carry "live and dead" loads without visual deflection. No tubing, conduit or open seam material will be permitted.

2.3.2 All rails to have a minimum zinc coating of 1.6 oz./ft² (48.79 mg/cm²) of surface area.

2.4 BRACES - SAME SPECIFICATIONS AS TOP RAIL

2.4.1 All fencing exceeding 6' (1.80 m) in height shall be braced back from each terminal post, corner post, end post and gate post to next line post halfway up; or be horizontally braced spacing midway between top rail and bottom of fence and to extend from terminal post to first adjacent line post.

End and gate posts are to have one brace. Corner and straining posts are to have two braces.

2.5 TENSION WIRE

2.5.1 No. 6 gauge (5.0 mm diameter) bottom tension wire stretched taut, at bottom of fabric, installed within 2 in. (50 mm) above finished ground elevation and affixed to chain link fabric by hog rings 18 in. (46 cm) on centres, one up and one down alternately on diamonds fully closed. (Installed where specified in lieu of bottom rail.)

2.5.2 All tension wire to have a minimum zinc coating of 1.6 oz./ft² (48.79 mg/cm²) of surface area.

PART C – REQUIREMENTS

2.6 TENSION BARS

2.6.1 3/16 in. x 3/4 in. (5 mm x 19 mm) tension bars zinc coated as per standard specification for zinc-coated steel chain link fence fabric ASTM designation: A 392-68 Class II (zinc coated 2.0 oz/ft² or 61 mg/cm²) of surface area.

2.7 TIE WIRE

2.7.1 No. 9 gauge aluminum wire to each post also ties to be made through the first diamond from bottom of each post. Every 12 in. (30 cm) for line posts and 18 in. (46 cm) for top rails.

2.8 TENSION BANDS AND BRACE BANDS

2.8.1 To be fabricated from 3/16 in. x 3/4 in. (5 mm x 19 mm) oval galvanized steel and shall be spaced not more than 15 in. (38 cm) apart on terminal posts.

2.9 GATES AND GATE POSTS

2.9.1 Gates to be of overall standard widths and heights unless otherwise noted on drawings. All gates to have 1-5/8 in. OD (40 mm) hot dipped galvanized steel pipe frame of electrically welded construction at all joints and shall match fence construction. Gates are to be supplied complete with galvanized malleable iron hinges, latch and latch catch and all necessary hardware.

2.9.2 Double Gates are to have centre rest with iron foot for closed position and chain hold-open when open. Gate latches are to be suitable for a padlock which can be attached and operated from either side of gate. Hinges are to permit gate to swing back against fence 180 degrees if required. Gate braces where required, shall be 1-5/8 in. OD (40 mm) hot dipped galvanized steel pipe.

2.9.3 Posts to be standard butt weld hot dipped galvanized schedule 40 steel pipe, minimum 3-1/2 in. OD (90 mm) and shall be embedded 3.5 ft. (1.05 m) into concrete.

2.9.4 Single Gates to 10 ft. (3 m) or double gates to 20 ft. (6 m) in width to have 3-1/2 in. OD (90 mm) posts which shall be embedded 3 ft. 6 in. (1.05 m) into concrete.

2.9.5 Single Gates from 10 ft. to 14 ft. (3 m to 4.3 m) or double gates from 20 ft. to 28 ft. (6 m to 8.5 m) in width to have 4-1/2 in. OD (115 mm) posts which shall be embedded 4 ft. (1.2 m) into concrete.

PART C – REQUIREMENTS

- 2.9.6 Single Gates from 14 ft. to 25 ft. (4.3 m to 7.60 m) or double gates from 28 ft. to 40 ft. (8.5 m to 12.2 m) in width to have 6-5/8 in. OD (168 mm) posts which shall be embedded 4 ft. 0 in. (1.2 m) into concrete.
- 2.9.7 Pipes to be of sufficient strength to support gate and withstand fabric tensioning. Posts to be braced with identical pipe as top rail.

2.10 FITTINGS

- 2.10.1 All fittings to be designed and manufactured of materials having sufficient strength to perform the necessary functions. All fittings shall be manufactured from first grade galvanized malleable iron and pressed steel or aluminum (corrosion resistant castings of latest design). Steel fittings shall have a 2.0 oz./ft² (61 mg/cm²) zinc coating of surface area.

****End of Section Two****

PART C – REQUIREMENTS

SECTION 3. STANDARD REQUIREMENTS AND PROVISIONS

- 3.1 Location of all facilities to be staked out by the Parks Department surveyors **where required.**
- 3.2 All measurements shown on attached plans are approximate only. Exact measurements should be confirmed on the site by the Vendor.
- 3.3 A qualified fence erection steel worker must be present in the field and in charge of all erections on projects.
- 3.4 ALL JOINTS OF FENCING FRAME WORK INCLUDING BACKSTOPS, DISCUS AND HAMMER CAGES, GATES, ETC., SHALL BE OF WELDED CONSTRUCTION, UNLESS OTHERWISE NOTED ON DRAWINGS OR SPECIFIED.
- 3.5 All field welds and exposed steel to be painted with "Galvicon" or approved equal.
- 3.6 All fabrics to be installed on playing field side of facilities unless otherwise noted.
- 3.7 All fabric on backstop dugouts to be mounted on outside of posts.
- 3.8 All fabric on walkway, school and park site fencing to be mounted on outside of posts unless otherwise noted.
- 3.9 All chain link wire mesh fabric to be knuckled at top and bottom.
- 3.10 Centre rails to be installed on fence panels greater than 6 (six) foot high or as requested by Parks Staff.
- 3.11 Twelve foot (3.65 m) high fencing, including tennis court enclosures, requires top, centre and bottom rail, unless tension wire at bottom of fabric is specified.
- 3.12 Framework of backstops to be constructed with bottom rail unless otherwise specified.
- 3.13 Baseboards shall be installed on the inside of backstop.
- 3.14 ALL CHAIN LINK WIRE MESH FENCE FABRIC, including backstop wings, SHALL BE OF CONTINUED WIDTH supplied without splices in rolls to the desired full height as specified on the drawings and shall be continuous from bottom to top rail UP TO AND INCLUDING 16 FT. (4.90 METRES).

PART C – REQUIREMENTS

NOTE: Splices of chain link fabric may be permitted only where specified on drawings, in cases where mesh type and/or wire gauge changes are required, with fabric overlapping not less than 8 in. (200 mm). Any fabric splices which cannot be avoided shall be made at top rail only.

- 3.15 Bottom tension wire (where applicable) to be tied with hog rings 12 in. (30 cm) on centre, one up and one down, alternately on diamonds - fully closed. Tension wires to be tied with No. 9 gauge (3.55 mm diameter) aluminum wire to each post, also ties to be made through the first diamond from bottom of each post. The tension wire to be installed within 2 in. (50 mm) of finished ground elevation.
- 3.16 All wire clips to be secured so that pointed or jagged ends do not protrude from fencing.
- 3.17 Provide 3/8 in. (10 mm) diameter tie rods where shown.
- 3.18 Clamps, bolts, tension bars, bands and couplings are to be steel, turnbuckles are to be malleable iron, all hot dipped galvanized.
- 3.19 Receptacles and post tops are to be aluminum weatherproof tops. Tops are to be provided for all posts and riveted to posts.
- 3.20 Top rail sleeves where applicable, are to be fabricated from not less than No. 12 gauge galvanized steel tubing, 7 in. (180 mm) in length. All sleeves must be provided with a centre stop to prevent top rail from passing through further than centre of sleeve.
- 3.21 Brace bands and tension bands to be fabricated from 3/16 in. x 3/4 in. (5 mm x 19 mm) oval galvanized steel.
- 3.22 All posts and top rails to be plain end.
- 3.23 Fence top rails to run in a straight line in each line of fence between corner posts.
- 3.24 Fences not to exceed 400 lineal feet (122 metres) continuous run, without installation of straining post.
- 3.25 Construction sleeves may be placed in concrete footings where required to facilitate placement of posts.
- 3.26 Concrete to be raised by 1 in. (25 mm) minimum and 2 in. (50 mm) maximum above grade level in dome shape to provide a watershed on each post, unless otherwise noted on drawings.
- 3.27 Care must be taken not to damage surrounding grounds with equipment. If grounds become too soft on account of rain, heavy trucks will not be allowed on developed sites.

PART C – REQUIREMENTS

3.28 CLEAN UP/REINSTATEMENT

3.2.8.1 During progress of work and conclusion, the Contractor shall remove all materials, tools and equipment used in the work, clean up all surplus materials, cuttings, packing, crating, debris, refuse, including excavation material and remove from site and RETURN ALL GROUNDS TO THEIR ORIGINAL CONDITION.

3.2.8.2 Removal and disposal of existing concrete footings from backstops or any other fencing structures which are to be deleted or relocated shall be the entire responsibility of the contractor, including filling or post cavities with suitable backfill material, compaction, grading, seeding and reinstatement of surrounding grounds to their original condition.

3.29 All fencing materials shall be subject to the approval of the Physical Design Section/Urban Development Division of the City of Richmond, and inspection of same shall be granted upon request prior to delivery and installation.

3.30 Metric equivalents are rounded off to the nearest millimetre.

3.31 Drawings to be read in conjunction with Specifications.

****End of Section Three****

PART C – REQUIREMENTS

SECTION 4. STANDARD FENCING PANELS

4.1 **MISCELLANEOUS CHAIN LINK FENCING**
(Galvanized or Vinyl Coated Mesh as Specified)

4.1.1 **Height**

4 ft high to 6 ft high (1.20 m to 1.8) overall.

4.1.2 **Line Posts**

Minimum 2-3/8 in. OD (60 mm) shall be set into concrete footings 3 ft. (0.90 m) spaced in line of fence 10 ft. (3 m) on centre. If barbed wire is used, standard galvanized steel pipes shall be complete with post tops with self-locking extension arms to carry three strands barbed wire at 45°.

4.1.3 **Terminal Posts: End, Corner and Gate Posts**

Minimum 3-1/2 in. OD (90 mm) shall be set into concrete footings 3.5 ft. (1.06 m).

4.2 **MISCELLANEOUS CHAIN LINK FENCING**
(Galvanized or Vinyl Coated Mesh as Specified)

4.2.1 **Height**

6 ft. high to 12 ft high (1.80 m to 3.65 m) overall.

4.2.2 **Line Posts**

Minimum 2-3/8 in. OD (60 mm) shall be set into concrete footings 3 ft. 6 in. (1.05 m) spaced in line of fence 10 ft (3 m) on centre.

4.2.3 **Terminal Posts: End, Corner and Gate Posts**

Minimum 3-1/2 in. OD (90 mm) shall be set into concrete footings 4 ft. (1.20 m).

****End of Section Four****

PART D – QUOTATION FORM

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 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:

A. Unit Pricing for Fence Sections

All welded construction with 6 (six)-gauge chain link mesh & schedule 40 piping (as specified):

ITEM DESCRIPTION	UNIT Price (PER Lineal Metre)	Unit Price – Powder Coated Option (PER Lineal Metre)
Fence Section – 4 Feet High	\$ _____	\$ _____
Fence Section – 6 Feet High	\$ _____	\$ _____
Fence Section – 8 Feet High	\$ _____	\$ _____
Fence Section – 10 Feet High	\$ _____	\$ _____
Fence Section – 12 Feet High	\$ _____	\$ _____
Fence Section – 16 Feet High	\$ _____	\$ _____
Installation on Hard Surfaces	\$ _____	\$ _____

PART D – QUOTATION FORM

B. Volume Discounts Offered

Bidders are requested to list here, any information provided on volume discounts offered. If additional space is required, please attach additional.

C. Optional Accessories

Bidders may list any accessory components in this section. If additional space is required, please attach additional.

DESCRIPTION	UNIT PRICE (each)
1. Double swing gates (as per specifications)	\$
2. Single gate (as per specifications)	\$
3.	\$
4.	\$
5.	\$
6.	\$
7. Delivery	\$

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 G.S.T.

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 _____, 2013.

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 Subcontractors

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

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

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

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

(If additional space is required, attach additional)

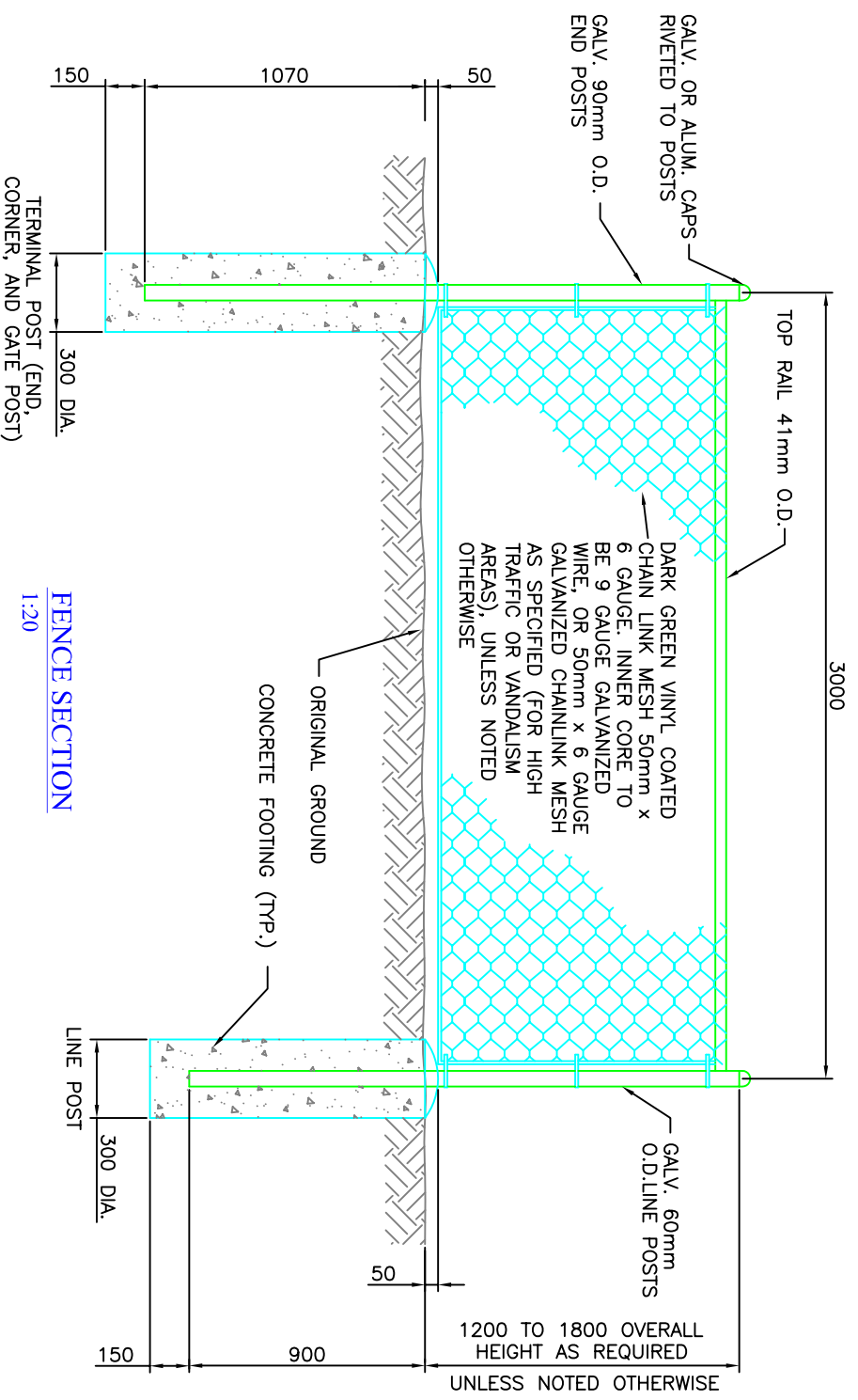
PART D – QUOTATION FORM

List of Previous Contracts

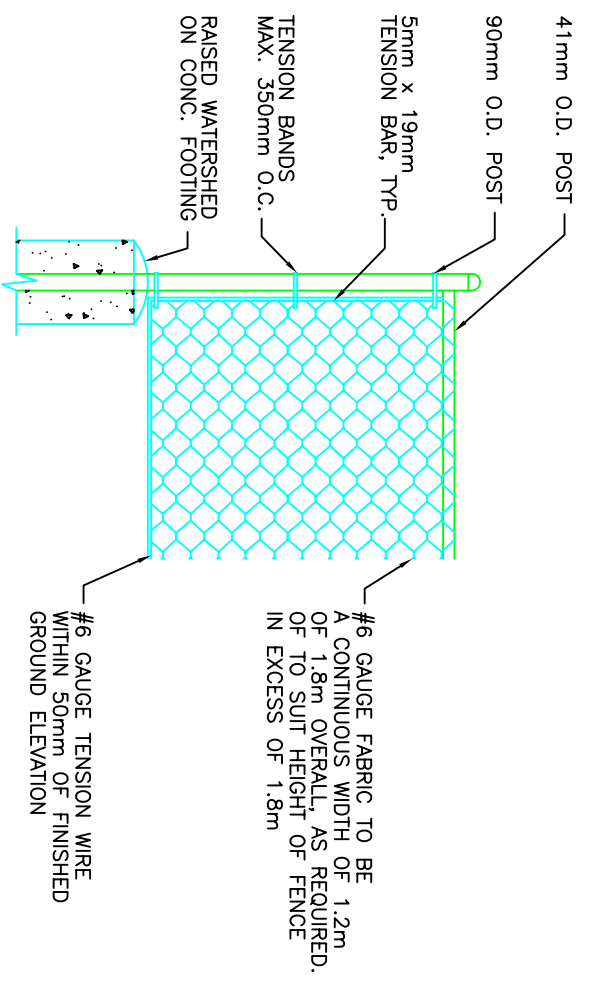
The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	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)



FENCE SECTION
1:20



FENCE DETAILS
1:20

NOTE:
ALL FENCING FRAMEWORK SHALL BE OF HOT DIPPED GALVANIZED BUTT WELDED PIPE OF ELECTRICALLY BUTT WELDED CONSTRUCTION AT ALL JOINTS.
DRAWINGS TO BE READ IN CONJUNCTION WITH CITY OF RICHMOND STANDARD CHAINLINK FENCING SPECIFICATIONS.

NOTE:
ALL FENCING IN EXCESS OF 1800mm HEIGHT SHALL BE SET INTO CONCRETE FOOTINGS 1070mm DEEP FOR LINE POSTS AND 1220 DEEP FOR TERMINAL POSTS (IE: END, CORNER AND GATE POSTS).
WALKWAYS:
GENERALLY, HEIGHT OF FENCE FOR BACK SECTION SHALL BE 1800mm AND HEIGHT OF FENCE AT FRON SECTION SHALL BE 1200mm.
FRONT SECTION IS THAT DISTANCE FROM EITHER BACK OF CURB, BACK OF SIDEWALK, EDGE OF DITCH OR EDGE OF PROPERTY LINE (WHICHEVER THE CASE MAY BE) TO THE FRONT OF BUILDING LINE.
ALL DIMENSIONS ARE SHOWN IN MILLIMETERS.

City of Richmond
60911 No. 3 ROAD, RICHMOND B.C. V6V 2G1

TITLE:
STANDARD CHAIN LINK FENCING

DESIGN	CL	DWG. No.	PS-03
CHECKED	AS NOTED	DATE	FEB 1998
DESIGNED	AS NOTED	SHEET No.	1 OF 1

NO.	DESCRIPTION
	PROPERTY ACQUISITION
	SEWER PLAN & PROFILE
	ROAD CONSTRUCTION
	STANDARD SPECIFICATIONS
	WATER MAINS INSTALLATION
	WATER MAINS INSTALLATION
	ORGANIZATIONAL STREET LIGHTING
	TRAFFIC SIGNALS
	SANITARY SEWER INSTALLATION
	OTHER

NOTE: PROJECT LOCATION OR ALL UTILITIES SHOWN ARE SUBJECT TO STANDARD CONSTRUCTION.

c:/C.O.R. WorkFiles/Standards - Parks/PS-03.dwg