

# Contract 3443Q

# SOUTH ARM SWIMMING POOL - BUILDING RECONSTRUCTION

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 3443Q - South Arm Swimming Pool, Building Repair And Reconstruction After Fire Damage

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:

# Tuesday, July 21, 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 with 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. In accordance with the City's Procurement Policy 3104, award of bids shall be based on:
  - (i) The lowest total cost of acquisition,
  - (ii) Experience of the bidder,
  - (iii) Bidder's references of performance on previous similar contracts,
  - (iv) The bidder's financial resources,
  - (v) Bidder's capability of supervision, staffing and use of subcontractors,
  - (vi) Bidder's ability to meet City specifications and performance criteria,
  - (vii) Any additional evaluation criteria stated in the contract document.
- 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. The City of Richmond estimates that this contract will be awarded within two (2) 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

# Instructions to Bidders (Cont'd)

Site and/or BC Bid will be listed on BC Bid within two (2) weeks of the award of Contract.

- 9. Prices, in Canadian currency, shall be shown for the work specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.
- 10. The 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. <u>Note:</u> There will be a site visit conducted on <u>Tuesday, July 14, 2009</u> at <u>10 am</u> with sign-in attendance forms. Potential Bidders are asked to meet at the site, <u>South Arm</u> <u>Pool, 10080 South Arm Place, Richmond, BC</u>, in the City of Richmond. The City <u>strongly encourages</u> all potential Bidders to attend this tour. No other tours will be organised or arranged for this project.
- 13. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
- 14. Inquires during submission of Quotation should be directed as follows:

# Instructions to Bidders (Cont'd)

Purchasing		
Daianna Panni	Telephone:	604-276-4270
Buyer I	E-mail: purcl	nasing@richmond.ca
Purchasing Section		
City of Richmond		

Technical<br/>George SimnosTelephone:604-247-4455Building Maintenance Coordinator<br/>Facility Management, Eng & Public WorksE-mail: gsimnos@richmond.caCity of RichmondCity of RichmondStatement

- 15. 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 time / date set as the closing time for receiving Quotations.
- 16. Quotations shall be open for acceptance for 60 days following the submission closing date.
- 17. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
- 18. 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 with the City of Richmond's Website and/or BC Bid to ensure that all available information has been received prior to submitting a bid.
- 19. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
- 20. Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

# **Quotation Form**

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

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, 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:

# LUMP SUM TOTAL QUOTED PRICE OF \$\_\_\_\_\_

PAYMENT TERMS \_\_\_\_\_ EARLY PAYMENT TERMS \_\_\_\_\_

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

The undersigned Bidder agrees to complete the whole of the 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

(To be submitted with 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.

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.

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# **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	BUD Original	GET / Actual	SCHE Proposed	DULE / Actual	ROLE OF KEY STAFF MEMBERS	OTHER RELEVANT INFO

(If additional space is required, attach additional)

# 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 requ	

(If additional space is required, attach additional)

# List of Equipment

The Bidder proposes to use the equipment listed below in carrying out the work covered by this Contract (list only the major pieces of equipment to be used):

Number of	Brief Description of Equipment (state its use, make, age, and general condition)	Check Whether: Owned by Rented	
Units	general condition)	Bidder	Leased
	general contaitony	Diddoi	Louoou
	(If additional appace is required attach additional		

(If additional space is required, attach additional)

# List of Drawings

Drawing No.	Sheet No.	Title
A1		General Notes/Plan/Section
S1		General Notes/Plan/Section
	S	
il)	additional space is required, attach addition	al)

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# **Specifications**

#### **Location of Work**

South Arm Pool 10080 South Arm Place, Richmond, BC

# SCOPE OF WORK

# **General Description**

The carport structure between the caretaker's residence and the pool mechanical room were damaged by fire and must be rebuilt. The caretaker's residence and mechanical room received mostly smoke damage; these spaces have been repaired under a separate contract.

This scope of work will include the reconstruction of the new carport structure and storage rooms for the caretaker, pool equipment storage and the liquid chlorine storage and containment room.

- 1. Supply and install a man door in the construction hoarding at the east side of the building. This door is to have a deadbolt lockable with a key from the outside and a lever on the inside. This door must allow for emergency egress from the building's mechanical room without a key.
- 2. Supply and install a new roof structure and storage rooms as outlined in construction drawings.
- 3. Supply and install a new roof system and roof drain on the new structure.
- 4. Supply and install new roof drain piping on the new structure.
- 5. Supply and install new domestic hot & cold water piping and heating water piping to the caretakers suite complete with pipe insulation and an heat tracing.
- 6. Electrical wiring is not part of this contract.

# <u>Structural</u>

- 1. The new roof framing shall be constructed with 2" X 12" joist c/w 2000lbs capacity hangers and 5/8" T & G plywood sheeting.
- 2. The new roof shall provide a 2%, 4-way slope to a drain sump in the centre.
- 3. Build a new roof hatch above the chlorine storage room of wood framing and <sup>3</sup>/<sub>4</sub>" plywood and cover in the same roofing materials as the new roof. The roof hatch is to be opened from the roof top only and must be lockable with a pad lock; provide padlock hardware. The new roof curb is to be 10" high and have an interior opening of 52" X 52". This roof curb is to become part of the existing roof system and come complete with a flashing cap.
- 4. A second roof opening is to be installed for the roof access ladder. This new roof curb is to be 10" high and have an interior opening of 30" X 30". This roof curb is also to become part of the existing roof system and come complete with a flashing cap.
- 5. The 4' X 3' wood louver on the carport side of the chlorine containment room is to be hinged to provide access to the chlorine storage tanks. This access must be lockable with a pad lock; provide padlock hardware.
- 6. Build the partition walls with 2" X 4" wood studs and for the caretaker's storage, pool supplies storage and the chlorine containment. Sheeting to be <sup>3</sup>/<sub>4</sub>" select plywood.
- 7. Build wood shelving for caretaker and pool supplies storage rooms from 2" X 4" and <sup>3</sup>/<sub>4</sub>" plywood sheeting. First shelf to be 18" off the floor and with shelves spaced 12" apart.
- 8. Details are provided in the architectural drawing and spec, (S-1 & A-1) by Siefken Engineering Ltd. dated June 25, 2009.

# <u>Roofing</u>

- 1. Wall & cap flashing to be 24 gauge galvanized GIBE secured with screws.
- 2. Construct a drain sump at the centre of the roof. Sump to be 30" X 30"X 1" deep. (Install roof drain, by others.)
- 3. Install 3" spun copper roof drain, Menzies or equal, "plumbing, by others."
- 4. Contact Langley Roofing Co. 604 534-8651 to repair the stripping on the adjacent roof areas where bleeding has occurred, by cutting out the damaged section, infill with new base sheet and cap sheet. Langley Roofing installed the original and is carrying the warranty on the existing roofs.

# <u>Plumbing</u>

- 1. Supply and install new <sup>1</sup>/<sub>2</sub>" domestic hot & cold water piping and <sup>3</sup>/<sub>4</sub>" heating supply and return piping from mechanical room to suite. This piping was previously terminated and removed from carport ceiling.
- 2. Supply and install 1" pipe insulation for domestic H & C and heating piping. Provide an automatic electrical heat tracing system for both.
- 3. Supply and install new 3" roof drain piping from the copper roof drain, (supplied by others) on the new structure to the existing roof drain piping at the west side of the carport with 3" cast iron piping and mechanical joint couplings.
- 4. The existing drain piping is Asbestos Cement (AC) pipe. All AC piping on the existing drain is to be safely removed from site using an acceptable asbestos handling method approved by Worksafe BC.
- 5. Plumbing contractor must complete all work according to local plumbing codes and include all required permits and inspections to satisfy The City Of Richmond Building Department.

# **Special Instructions:**

- a) Contractor to verify all dimensions on site.
- a) These repairs are to be carried out to the requirements of the BC Building Code and that #2 or better S-P-F material is used.
- b) The City of Richmond will retain the building permit. Provide all necessary permits and required inspections under this building permit.
- c) Before the reconstruction begins the floor and brick walls in the chlorine storage room are to be protected from damage. Install a plywood cover to prevent debris from damaging to the waterproof liner and to keep the surface clean.

# **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 <u>and/or</u> 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. 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.

#### 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.

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### 6. Light, Power, and Heat

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

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

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.

Time

Time shall be the essence in this Contract.

#### 13. Assignment

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

#### 14. 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 Purchasing and Risk 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.

#### 15. Settlement of Complaints Re: Work

If, in the opinion of the Manager Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing and Risk may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Manager Purchasing and Risk may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs,

damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

#### 16. Personnel

#### **16.1 Qualified Personnel**

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

#### **16.2 Subcontractors**

The Contractor will perform the Work using its own personnel and those subcontractors as my 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.

#### 16.3 Replacement of Personnel or Sub-Contractors

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

#### 16.4 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.

#### 17. 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.

#### 18. 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.

#### 19. 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 holdback 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 stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

#### 20. 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) <u>Comprehensive General Liability Insurance</u> 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 subcontractors.
  - 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) <u>"Course of Construction" Property Damage Insurance</u> 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 a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.

Maintenance of such insurance and the performance of the Contractor of 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 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.

#### 21. 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:

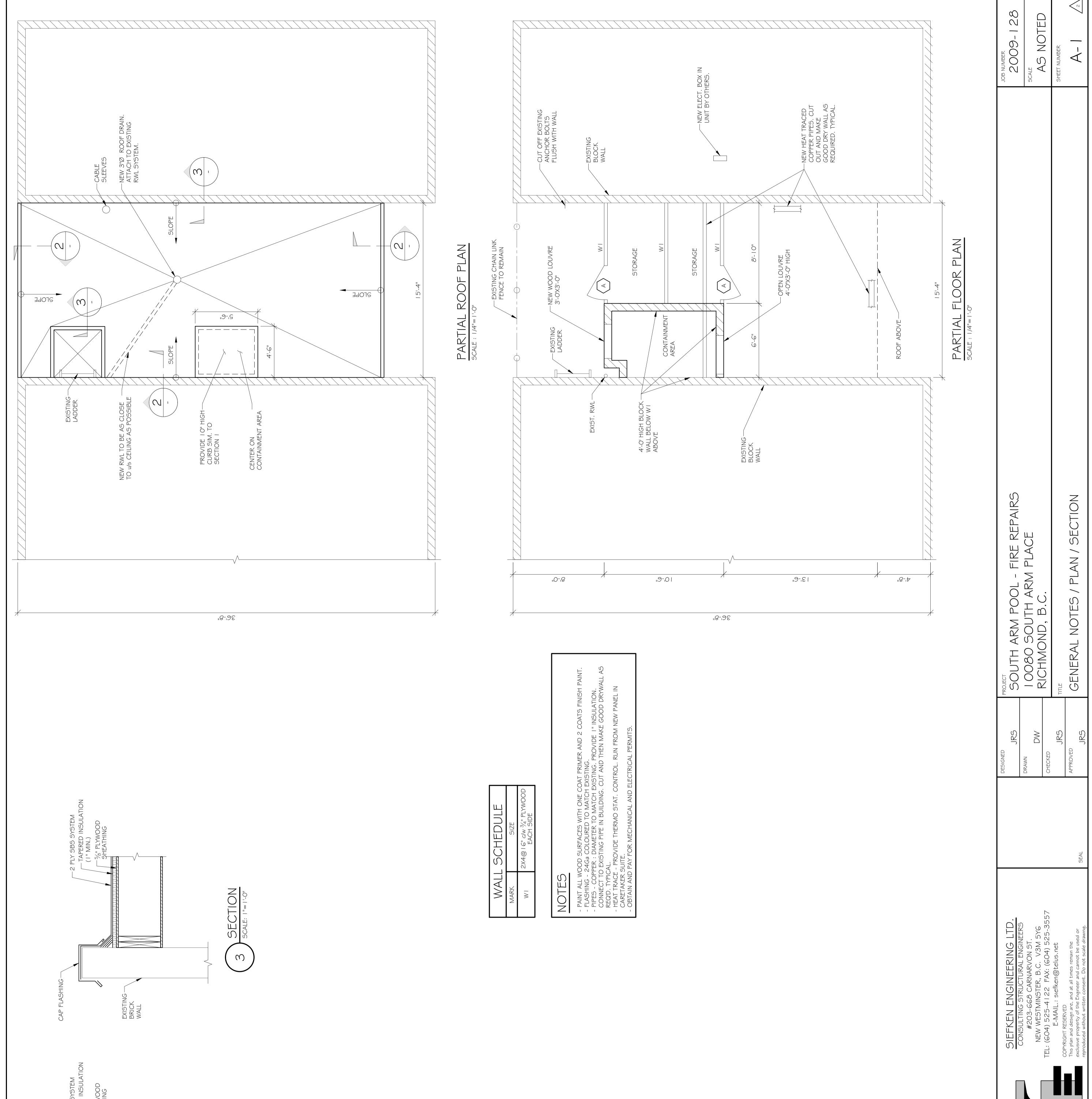
Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form. Please remember to include Quotation/Proposal/Tender No. at right.

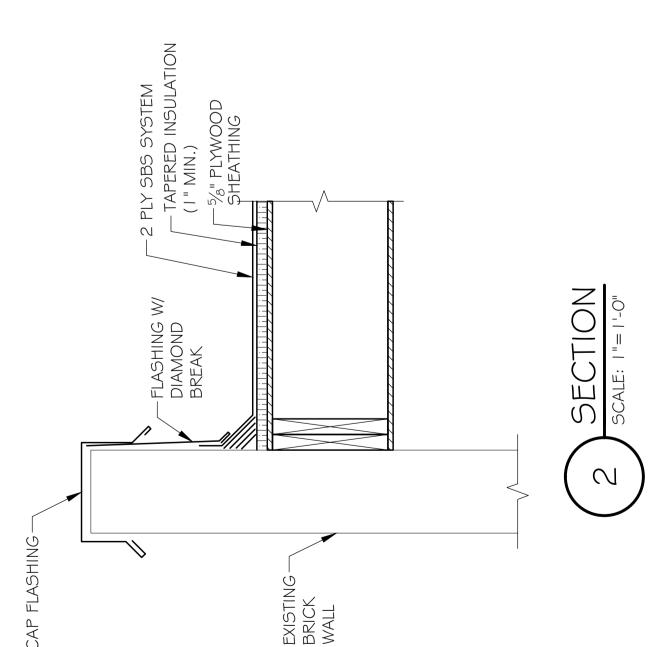
Quotation/Proposal/Tender No. 3443Q

#### A Quotation/Proposal/Tender is not being submitted for the following reason(s):

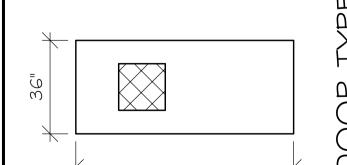
We do not manufacture/supply the required goods/services	Cannot obtain raw materials/goods in time to meet delivery requirements
We do not manufacture/supply to stated specifications	Cannot meet delivery requirements
Specifications are not sufficiently defined	Cannot quote/tender a firm price at this time
Insufficient information to prepare quote/proposal/tender	Insufficient time to prepare quote/tender.
Quantity too small	We are unable to competitively quote/tender at this time.
Quantity too large	We do not have facilities to handle this requirement
Quantity beyond our production capacity	Licensing restrictions (please explain)
Cannot meet packaging requirements	Agreements with distributors/dealers do not permit us to sell directly.
Cannot handle due to present plant loading	Other reasons or additional comments (please explain below)

I / We wish to quote / tender on similar goods / services in future	Authorized Company Official – Signatur	re and Title	Date
🗌 Yes 🗌 No			
This space for City of Richmond Co	mments	Firm Name	
		Address	
		City	
		Province	Postal Code
		Telephone Number	





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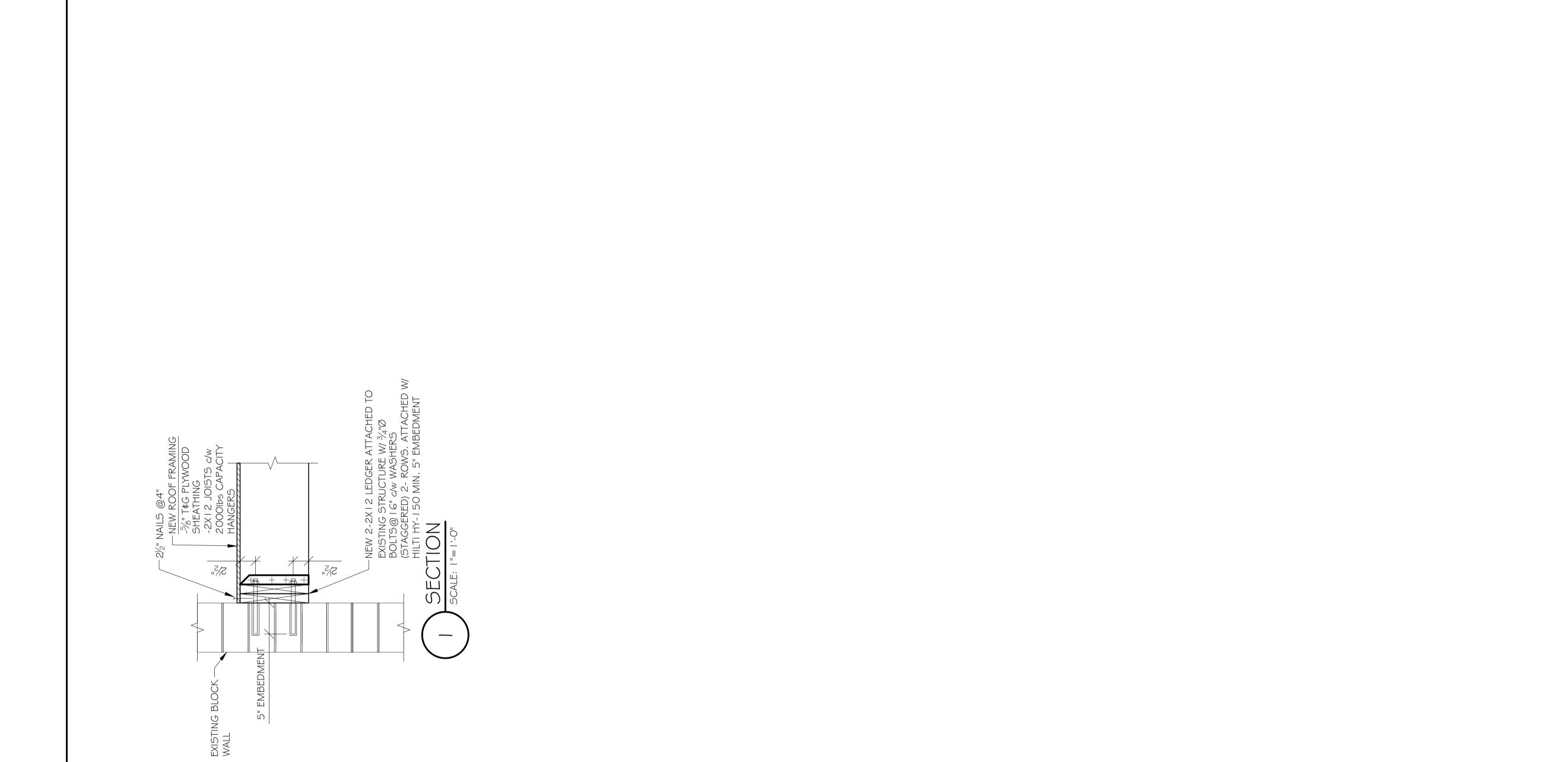
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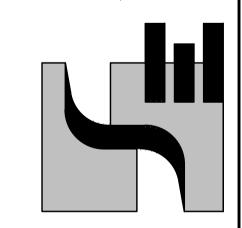
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2009

JUNE 25, MAR. 31,

SIEFKEN ENGINEERING LTD. CONSULTING STRUCTURAL ENGINEERS #203-668 CARNARVON ST. #203-668 CARNARVON ST. NEW WESTMINSTER, B.C. V3M 5Y6 TEL: (604) 525-4122 FAX: (604) 525-3557 E-MAIL.: siefken@telus.net E-MAIL.: siefken@telus.net COPYRIGHT RESERVED This plan and design are, and at all times remain the exclusive property of the Engineer and cannot be used or reproduced without written consent. Do not scale drawing.

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July 14<sup>th</sup>, 2009 File 02-0775-50-3443/Vol 01 **Business & Financial** Services Department Finance Division Telephone: 604-276-4218 Fax: 604-276-4162

# Attention: To All Proponents

Dear Sir/Madame:

# Re: 34437Q – South Arm Pool – Building Reconstruction - Addendum 1

- Cut existing 3" asbestos containing roof drain pipe 3 6" from the concrete floor and replace the clean out with a new 3" cast iron clean out.
- Underside of ceiling to be left open
- Top of wood side ledger is 9'0" above grade
- Wall W1 runs to underside roof deck
- The edge detail on the roof at the open ends, and around ladder opening, is section 1 on A-1.
- The hatch over is to be watertight, removable, and come with locking latch on opposite sides. Hatch must be capable of carrying the roof snow load.

Yours truly,

Daianna Panni Buyer

DDP:dp pc: George Simnos – Project Co-ordinator



July 20<sup>th</sup>, 2009 File 02-0775-50-3443/Vol 01 **Business & Financial** Services Department Finance Division Telephone: 604-276-4218 Fax: 604-276-4162

# Attention: To All Proponents

Dear Sir/Madame:

# Re: 3443Q – South Arm Pool – Building Reconstruction - Addendum 2

1) On page 13, Structural # 6

Replace: Sheeting to be 3/4 select plywood.

With: Sheeting to be 3/4 good one side plywood.

2. In the notes of drawing A-1

Replace: Paint all wood surfaces with one coat primer and 2-coats finish paint.

With: Paint all plywood surfaces and shelving in the storage rooms only.

3. In the notes of drawing A-1 Replace: Heat trace provide thermostat control, run from new panel in caretakers suite.

With: Provide heat trace and 1" insulation on all new piping. Thermostat control and wiring to be done by others.

Yours truly,

Daianna Panni Buyer

DDP:dp pc: George Simnos – Project Co-ordinator



July 20<sup>th</sup>, 2009 File 02-0775-50-3443/Vol 01 **Business & Financial** Services Department Finance Division Telephone: 604-276-4218 Fax: 604-276-4162

# Attention: To All Proponents

Dear Sir/Madame:

# Re: 3443Q South Arm Swimming Pool – Building Reconstruction

# 1. Revised Closing Time

Please be advised that the closing time has been revised:

- WAS: Tuesday, July 21, 2009 at 12:00pm, Pacific Time
- IS NOW: Wednesday, July 22, 2009 at 3:00pm, Pacific Time

Yours truly,

Daianna Panni Buyer

DDP:dp

pc: George Simnos – Project Co-ordinator



Business & Financial Services Department Finance Division Telephone: 604-276-4218 Fax: 604-276-4162

July 20<sup>th</sup>, 2009 File 02-0775-50-3443/Vol 01

# Attention: To All Proponents

Dear Sir/Madame:

# Re: 3443Q South Arm Swimming Pool – Building Reconstruction – Add # 4

1) In the notes of drawing A-1

Replace: Paint all wood surfaces with one coat primer and 2-coats finish paint.

With: Paint all plywood surfaces and shelving in the storage rooms including chlorine storage room with one coat primer and 2-coats finish paint.

Please price the supply and install of plywood sheeting on both sides of the storage room walls. These surfaces need to be painted, not the under side of the roof deck. The outside of the storage rooms walls are to be painted as well and wood joists are not to be painted.

Yours truly,

Daianna Panni Buyer

DDP:dp

pc: George Simnos – Project Co-ordinator