



Contract 2699Q

ON-CALL PAINTING SERVICES Contractor

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

Table of Contents

| | |
|--|---------|
| Cover Page | 1 |
| Table of Contents | 2 |
| Instructions to Bidders | 3 |
| Quotation Form | 7 |
| Quotation Annexures comprising of: | |
| – Undertaking of Liability Insurance | 9 |
| – Bidder's Information Summary | 10 |
| Specifications | 13 |
| Environmental Terms and Conditions of the Contract | 15 |
| Bidder's Environmental Questionnaire | 18 |
| General Conditions of the Contract | GC1-GC7 |

Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

**CONTRACT 2699Q – ON CALL ON-CALL PAINTING SERVICES
CONTRACTOR**

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 4:00pm
Local time:

Thursday, May 12, 2005

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. Bidders are required to complete, **in full**, the Bidder's Information summary Sheets. Information contained in these sheets will form part of the Evaluation criteria.
5. Bidders are required to submit a letter, with their quotation, from the Workers' Compensation board confirming that the Bidder is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof. Please refer to General Conditions of Contract Item 23.
6. This Document and completed Forms will become part of the Contract Documents between the City and the successful Bidder.
7. 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.
8. The City of Richmond estimates that this Contract will be awarded within 3 - 4 weeks of the closing date. All Bidders submitting Quotations for the Project will be advised as to the outcome. Please note that Bid results for those contracts posted on the City Web Site and/or BC Bid will be listed on BC bid within two (2) weeks of the award of Contract.
9. 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.

Instructions to Bidders (Cont'd)

10. 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.
11. The successful Bidder will be required to be the holder of a valid Business Licence for the City of Richmond.
12. 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.

13. 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.
14. 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.
15. Inquiries during submission of Quotation should be directed as follows:

Purchasing
Kerry Lynne Young
Buyer
Purchasing Section
City of Richmond

Telephone: 604-276-4097

E-mail: purchasing@richmond.ca

Instructions to Bidders (Cont'd)

Contractual

Telephone: 604-244-1243

Philip James Hogg

Manager, Facilities Operations and Maintenance E-mail: phogg@richmond.ca

City of Richmond

16. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to time set as closing time for receiving Quotations.
17. Quotations shall be open for acceptance for 60 days following the submission closing date.
18. This shall be a labour and materials contract guided by the rates and pricing structure identified in the Form of Quotation. The work shall be primarily on call emergency and preventative maintenance on existing systems and facilities. The City reserves the right to request firm price quotations on an individual project from the successful contractor or any other contractor.
19. The duration of the contract shall be for three (3) years and may be renewed for an additional two one-year periods, to a maximum of five (5) years, upon mutual consent of both parties. Notwithstanding the foregoing the City may cancel the contract at any time. The contract schedule is as follows:
 - Term 1 (June 1, 2005 – May 31, 2008)
 - Term 2 (June 1, 2008 – May 31, 2009)
 - Term 1 (June 1, 2009 – May 31, 2010)
20. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
21. Failure to provide adequate level of service will result in termination of this contract.
22. The City reserves the right to interview proposed bidders prior to award of contract to evaluate supplier capability of performing said work.
23. The City of Richmond **will evaluate and award** this contract based on the following selection criteria:
 - Quoted price (all information marked on Quotation forms)
 - Insurance requirements met
 - Information submitted in bidder's Information Summary sheets

Instructions to Bidders (Cont'd)

- Understanding of the assignment based on the information provided with the bid submission
 - Acceptance of the expected response times
 - Results of the interview (if held)
 - Demonstrated Experience
 - Staffing qualifications
 - Corporate support
 - WCB Letter of Good Standing submitted with the Quotation
- 24. 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. For Requests for Quotations posted on the City of Richmond Web Site/BC Bid, all addenda will be posted on these sites. For Invitational Requests for Quotations, all bidders receiving copies of the documents will be faxed and/or e-mailed copies of the addenda. It is the sole responsibility of the potential bidders to check with the City of Richmond's Purchasing Section and BC Bid to ensure that all available information has been received prior to submitting a bid.**
- 25. The City, it's agents and employees shall not be responsible for any information given by way of verbal communication.**

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 and Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary labour, materials, and equipment in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the following:

- | | | | |
|----|---|------------------------|------------------------|
| 1) | Labour charge | Regular Time | @ \$_____ /hr. |
| | | Specify hrs/day: _____ | hrs |
| | | Specify days/wk: _____ | days |
| 2) | Labour charge | Overtime | @ \$_____ /hr. |
| | | Specify: _____ | |
| 3) | Labour charge (3 rd Year Apprentice) | Regular Time | @ \$_____ /hr. |
| | | Specify hrs/day: _____ | hrs |
| | | Specify days/wk: _____ | days |
| 4) | Labour charge (3 rd Year Apprentice) | Overtime | @ \$_____ /hr. |
| | | Specify: _____ | |
| 5) | Charge for Travel Time | | @ \$_____ /hr. or Trip |
| 6) | Charge for Vehicle | | @ \$_____ /hr. or Trip |
| 7) | Discount on materials purchased from Bidder | | @ _____ % |
| 8) | Mark-up on materials purchased from outside sources | | @ _____ % |

Quotation Form (Cont'd)

The above prices include and cover duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation excluding Provincial Sales Tax and Goods and Services Tax.

Payment Terms _____

Early Payment Terms _____

Price Fluxations (if applicable)

| Term | (+ or -) % |
|------------|------------|
| Year 1 – 3 | |
| Year 4 | |
| Year 5 | |

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature,
and Title of
Signing Officer: _____

Date: _____

E-mail _____

Web Address _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(Undertaking Must Accompany Quotation)

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

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$2,000,000.00 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 _____, 2005.

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.

BIDDER'S INFORMATION SUMMARY

COMPLETE / DESCRIBE IN DETAIL - ATTACH ADDITIONAL SHEETS IF REQUIRED

NAME OF COMPANY: _____

TYPE OF BUSINESS:
(LIMITED COMPANY, LIMITED PARTNERSHIP, SOLE PROPRIETORSHIP) _____

YEARS IN BUSINESS: _____

NUMBER OF EMPLOYEES: _____

QUALIFICATIONS OF PERSONNEL PROPOSED TO WORK ON CITY CONTRACT: _____

RELATED PREVIOUS CONTRACTS: _____

RESPONSE TIME TO SERVICE CALLS: _____ (REG. HRS) _____ (O.T. HRS)
(FROM TIME OF SERVICE CALL)

UNION OR NON-UNION COMPANY: _____

IF UNION GIVE EXPIRY DATE OF EXISTING CONTRACT: _____

Bidder's Information Summary (Cont'd)

A. DESCRIBE YOUR COMPANY'S TRAINING PROGRAMS

B. DESCRIBE YOUR COMPANY'S WHMIS TRAINING PROGRAMS

C. DESCRIBE YOUR COMPANY'S SAFETY TRAINING PROGRAMS

D. DESCRIBE HOW YOU PROPOSE TO ORIENT YOUR COMPANY PERSONNEL TO THE "NEW SITES"

Bidder's Information Summary (Cont'd)

EXAMPLE SCENARIO



SPECIFICATIONS

LOCATION OF WORK

- The work may be carried out at any of the City of Richmond's 100 (+,-) buildings or facilities on an as and when required basis.

SCOPE OF WORK

- The work shall be carried out by a qualified contractor in compliance with the Provincial WCB Regulations and WHMIS Legislation.
- The work calls for:
 - The provision of additional manpower - journeyman trades painters and certified registered apprentices with a minimum of 3 years experience - on an *as needed* basis for demand and emergency work.
 - Facilitation of smaller demand projects on an *as needed* basis. In these cases the vendor will provide all manpower, materials and equipment. Painting will be done to the City of Richmond's written specifications.
 - This vendor will be responsible for providing back up resources for unplanned demand work and will cover for planned and unplanned staff absences. This will assist our existing staffing complement during annual shutdowns at our Aquatic centers and Arenas.
 - We require a guaranteed response time of 7-10 working days on receipt of a Work Order to do work..

DETAILS

- City of Richmond requests that the successful Contractor submit supplier invoices to the City for purchase of supplies, and for labour used for each job.
- The following will be the process of all contractors completing Preventive Maintenance (PM) work and/or services:
 1. Contractor will receive a Hansen PM for specific work required according to established frequencies.
 2. Contractor shall sign and date PM work order and return to Facilities Management (FM) office as soon as work is completed (within 24 hours) via fax.

3. Contractor shall complete and return signed copy of the check sheet approved by FM maintenance staff.
4. Contractor shall send all completed invoices to FM office/Work Control Centre

City of Richmond – Facilities Management Department
5599 Lynas Lane, Richmond BC V7C 5B2
Fax: 604-233-3314

5. All invoices shall include at a minimum the following information:
 - Current Open/Standard Purchase Order Number
 - Hansen Work Order Number
 - Facility name and address of work completed
 - Listed hours of work
 - Any other information
6. Contractor shall report any Life Safety Issues to Work Request Line as soon as possible.

| | | |
|-----------------------------------|---------------------|---|
| Work Request Line | 604-233-3307 | (8 am to 5 pm Monday – Friday) |
| City Operations Dispatcher | 604-270-8721 | (5 pm to 8 am Monday – Friday and weekends and Stat Holidays) |

- The Contractor must complete the work within the time frame/priority code as listed on the work order.
- **Mandatory** response time limit:
 - 1 hour – emergency time (24/7/365)
 - 24 hours – standard time
 - 24 hours – weekends and evenings
- The Contractor must complete the work in a professional manner
- The Contractor must be bonded
- The Contractor must report to Facility Management to keep the City apprised of status of work being done (eg. date/time/and delays).
- The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond. ID Badges are available at the reception counter at most city of Richmond locations.
- All Contractors will also be required to complete the sign-in book at the reception counter when picking up their ID Badges.

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 impacts in the life cycle of a product or service

- 1.2.1 Environmental purchasing involves considering the costs and environmental consequences of a product or service in all stages of its life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance, reuse and disposal.

- 1.2.2 Independent certification programs such as Environmental Choice as well as an increasing number of manufacturers conduct life cycle assessments to answer the question, “What is the environmental burden of a product or service through all stages of its life cycle?” The City of Richmond is interested in receiving, wherever available, life cycle information relevant to the products or services being considered.

1.3 Characteristics of environmentally preferable products

- 1.3.1 Environmentally preferable products and services have characteristics that include but are not limited to the following:

- Reduce waste and make efficient use of resources, including energy
- Are reusable or contain reusable parts
- Are recyclable
- Contain post-consumer recycled materials
- Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and
- Have a long service life and/or can be economically and effectively repaired or upgraded.
- Are certified by an independent accredited organization such as the Environmental Choice program

1.4 Packaging

- 1.4.1 As with products and services, the City of Richmond will endeavour to consider the environmental characteristics of a product’s packaging.
- 1.4.2 The City prefers that suppliers minimize the amount of packaging used on products or that durable, long-lasting forms of reusable packaging be used. While packaging containing post-consumer recycled material or recyclable packaging is considered better than wasteful packaging, reduced or reusable packaging is preferred.

1.5 Environmental attributes of company

- 1.5.1 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.
- 1.5.2 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.

- 1.5.3 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.

1.6 Environmental purchasing resources

- 1.6.1 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>

2.0 BIDDERS' ENVIRONMENTAL QUESTIONNAIRE

- 2.1 Please complete this questionnaire. If more than one product or service is included in this contract, please use additional copies of the questionnaire as required, noting the products and services that are covered on each questionnaire:
- 2.2 The City of Richmond reserves the right to request additional information from bidders in order to validate the accuracy of information provided and demonstrate compliance to the City's environmental requirements.

| ENVIRONMENTAL ATTRIBUTES OF THE PRODUCT | YES | NO | N/A | SPECIFY |
|--|------------|-----------|------------|----------------|
| Have studies of the environmental attributes of this product been completed (ie. lifecycle assessment)? If yes, please attach. | | | | |
| Does the product require Material Safety Data Sheets (MSDS)? If yes, please provide details and/or enclose applicable MSDS. | | | | |
| Does this product reduce waste and make efficient use of resources such as energy and raw materials throughout its life cycle? If yes, please explain. | | | | |
| Is this product reusable or contain reusable parts? If yes, provide details. | | | | |
| Is this product recyclable? If yes, provide details for local recycling, including whether the supplier will take back the product for recycling. | | | | |
| Does this product contain post-consumer recycled materials? If yes, specify percentage. | | | | |
| Does this product produce fewer polluting by-products and/or safety during its life cycle hazards than similar products? If yes, provide details. | | | | |
| Does this product have a long service life and/or can be economically and effectively repaired or upgraded? If yes, provide details. | | | | |
| Has this product been certified by an independent accredited organization such as the Environmental Choice, Green Seal or Energy Star programs? If yes, provide details. | | | | |

| | | | | |
|--|--|--|--|--|
| ENVIRONMENTAL ATTRIBUTES OF PACKAGING | | | | |
| Has the product been packaged using the least amount of packaging possible? If no, provide reasoning. | | | | |
| Is the packaging reusable or contain reusable parts? If yes, provide details. | | | | |
| Is the packaging recyclable? If yes, provide details for local recycling, including whether the supplier will take back the packaging for recycling. | | | | |
| Does the packaging material contain post-consumer recycled materials? If yes, specify percentage. | | | | |
| ENVIRONMENTAL ATTRIBUTES OF THE COMPANY | | | | |
| Does your company have an environmental policy statement approved at the executive level? If yes, attach. | | | | |
| Has your company implemented its environmental policy (ie. undertaking waste reduction or energy efficiency initiatives)? If yes, provide details | | | | |
| Does your company have certification (ie: ISO 14001 or equivalent)? If yes, provide documentation. | | | | |
| Does your company participate in voluntary environmental programs such as Energy Star, Green Seal, Environmental Choice or EnerGuide? If yes, provide details. | | | | |
| Has your company received any environmental violations within the past five years? If yes, provide detailed listing. | | | | |

3.0 ENVIRONMENTAL EVALUATION CRITERIA

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Environmental attributes of products or services
- Certifications of products or services, ie: The Environmental Choice Program, Green Seal and Energy Star
- Environmental attributes of packaging
- Provision of bidder's environmental policy and contents therein
- Implementation of bidder's environmental policy, eg. waste reduction or energy efficiency initiatives
- Certifications of bidder, ie: ISO 14001 Certified
- Statements indicating compliance with all environmental laws and regulations
- Completion of Bidders' Environmental Questionnaire

Note: The evaluation criteria are deemed to be of equal value and will amount to 10% of the total Bid Evaluation Process.

General Conditions of the Contract

1. Definitions

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

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

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase Order deems acceptance of all conditions of the on call contract.

2. Work to Satisfaction of City

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

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

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

4. Permits

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

5. Use of Premises

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

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

General Conditions of the Contract (Cont'd)

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.

General Conditions of the Contract (Cont'd)

- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

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

12. Laws

The laws of British Columbia shall govern the work.

13. Time

Time shall be the essence in this Contract.

14. Assignment

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

15. Notices

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

16. Inquiries

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

Philip James Hogg
Manager, Facilities Operations and Maintenance
City of Richmond
5599 Lynas Lane
Richmond, BC V7C 5B2

Telephone: 604-244-1243
E-mail: phogg@richmond.ca

General Conditions of the Contract (Cont'd)

17. Settlement of Complaints Re: Work

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

18. Other Contractors

The City may have his own work forces and other contractors on the site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on the site and require their coordination with each other.

The Contractor shall report to the City any apparent deficiencies in other contractors' work which would affect the work of this Contract immediately the deficiencies come to his attention.

19. Changes in the Work

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

20. Protection

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

21. Payments

The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's written claim accompanied by a Statutory Declaration that he has discharged every obligation and paid or satisfied every just claim incurred by him in connection with the Contract, including all claims incurred by himself or his sub-contractors.

General Conditions of the Contract (Cont'd)

copies of supplier invoices for materials used on each project shall accompany the Contractors invoice.

22. Indemnification and Insurance

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

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

- (a) Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury and property damage and \$2,000,000 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. Voluntary medical payments.
- (b) "Broad Form" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

If the Contractor is unable to provide this coverage, then the Contractor bears full responsibility for insuring materials in transit or loss to any improvement until the work is fully completed and paid for by the City.

General Conditions of the Contract (Cont'd)

The City, its officers, officials, and employees shall be added as additional named 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 Purchasing Manager a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days notice to the City.

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

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

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

23. Workers' Compensation Board Coverage/Prime Contractor

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

General Conditions of the Contract (Cont'd)

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.

2699Q

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

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

| | | |
|---|---|-------------|
| I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No | Authorized Company Official – Signature and Title | Date |
| This space for City of Richmond Comments | Firm Name | |
| | Address | |
| | City | |
| | Province | Postal Code |
| | Telephone Number | |