



Contract 3767P

Traffic Control Services for the Richmond Olympic Oval, O Zone Celebration Site and Olympic Torch Relay during the 2010 Olympic Games

1. Introduction

The City of Richmond requires traffic control services around the O Zone celebration site, the Richmond Olympic Oval and the Olympic Torch Relay during the 2010 Olympic Games. Numerous locations surrounding the two venues will require traffic control personnel (“Traffic Control Personnel”) for varying dates and durations between February 2nd – 28th, 2010 (the “Traffic Control Period”). Traffic control is a critical component of providing a safe environment for road users around the O Zone and Richmond Olympic Oval vicinity during the Traffic Control Period.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work and supplying the materials herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Five (5) copies of proposals marked “**Traffic Control Services for the Richmond Olympic Oval, the O Zone Celebration Site and Olympic Torch Relay during the 2010 Olympic Games. Contract 3767P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 12:00 Noon Tuesday, November 17, 2009. Submissions received after this time will be returned to the sender.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, 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.

The City shall not be bound by oral or other information, explanations, or clarifications not confirmed by written addenda.

The City reserves the right to cancel this RFP for any reason without any liability to any proponent or to waive irregularities at their own discretion.

A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP may be rejected in whole or in part by the City at its sole discretion. The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

The City may choose, at its sole discretion, to proceed with all of the components of the Services (defined in Section 5), none of the components or may choose specific components.

Proponents are notified that any Proposal need not necessarily be accepted and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Sumita Dosanjh

Buyer II - Contracting Specialist

Purchasing Department

City of Richmond

Telephone: 604-276-4097

E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Michael Nivens
Traffic Technician I
Planning & Development Dept
City of Richmond

Telephone: 604-247-4928
E-mail: mnivens@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Project Background

The City of Richmond is an official Venue City for the 2010 Olympic and Paralympic Winter Games. Richmond will be home to the long track speed skating competition during the 2010 Olympic Winter Games.

The long track speed skating competition will be held at the Richmond Olympic Oval. Twelve medal events will be held at the Oval over a 14-day period from February 13 to 27, 2010.

The City's official 2010 Celebration Site, known as the O Zone, will be the home of 17 nights of festivities in the heart of Richmond's city centre, a few minutes walk from the new Canada Line rapid transit system (Richmond-Brighthouse station).

The O Zone will be situated at the City Hall Precinct, Minoru Park and surrounding areas. The O Zone site is approximately 30 acres and it is expected that 500,000 spectators will visit the site over the 17 days of the Games, with approximately 25,000 spectators per day.

The City will also take part in the Olympic Torch Relay prior to the start of the Games. On Tuesday, February 9th, a police escorted motorcade transporting the Olympic Torch will travel throughout Richmond following a pre-determined 21 kilometre route that will terminate at the O Zone Celebration Site.

5. Project Scope

The services required by the City are general traffic control services, including, without limitation, providing the staff, training and equipment for directing traffic and pedestrians, closing streets, lanes or sidewalks as directed by the City, set up and removal of traffic control devices and equipment. Specific services including a preliminary

summary of the required personnel, dates and duration of work, description of duties to be performed and required materials is attached as Appendix A and include:

- 1a. O Zone - Required Traffic Control;
- 1b. O Zone - Volunteer Traffic Control (which will only be required by the City if the City is unable to secure volunteers to do this work);
- 1c. O Zone – Required Traffic Control for the No. 3 Road Curb Lane Closure Contingency Plan;
- 1d. O Zone – Required Traffic Control for the Granville Ave Closure of Westbound Lanes (Median Crossover);
2. Richmond Olympic Oval - Required Traffic Control;
- 3a. Olympic Torch Relay – Required Traffic Control; and
- 3b. Olympic Torch Relay – Required Traffic Control for Granville Ave Closure of Westbound Lanes (Median Crossover).

(collectively the "Services").

Please note that components 1b., 1c., 1d. and 3b have not yet been finalized. These include the implementation of a contingency plan to maintain a southbound curb lane closure for pedestrian use on No.3 Road between Canada Line Richmond-Brighouse Station and City Hall, the use of the volunteer TCP's at the Minoru Boulevard special crosswalk and the south Richmond City Hall driveway at Granville Avenue and the closure of both westbound lanes on Granville Ave between Minoru Blvd and Gilbert Rd during peak event load out periods.

The City reserves the right to modify the scope of work prior to commencement of the Services, and during the contract term as the City deems necessary. Additional work shall be charged at the hourly rate proposed in the successful RFP proposal.

The Traffic Control Supervisor will be required to attend meetings periodically prior to the commencement of the Traffic Control Period, during the Traffic Control Period and a debriefing session following the Traffic Control Period. These meetings may be held at City Hall or on site. Meetings will be held as-needed and the attendance of the Traffic Control Supervisor will be mandatory.

The City will be setting up an Operations Centre on the O Zone site. During the Traffic Control Period, constant radio contact between the Traffic Control Supervisor and the Operations Centre will be required in order to communicate immediate changes to the Services as well as any other pertinent information.

Traffic Control Supervisor and Traffic Control Personnel will be required to liaise with the local RCMP detachment as necessary.

A daily log during the provision of the Services shall be maintained. The log book shall outline the days events, location checks, problems / incidents etc.

Traffic Control Personnel must wear proper reflective clothing as per Work Safe BC Requirements and must behave in a courteous manner at all times while providing the Services. *All* clothing and traffic control materials shall be clean, in good condition, and shall present a neat appearance.

The City shall have the right to request replacement of any Traffic Control Personnel or materials considered by the City to be unacceptable or undesirable.

The following is the web link to the City's transportation plan for 2010 Olympic Winter Games and O Zone Celebration Site. This plan is subject to changes.

<http://www.richmond.ca/discover/olympics/venuecity/2010transportation.htm>

6. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of traffic control experience. Please include all experience in a similar event.
- A description of the proponent's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- A detailed proposal of what will be delivered.
- A complete definition of the process that will be employed to meet the objectives of this project, eg., approach to be taken, or other research, etc.
- Provision of a price methodology complete with a time allotment for each identified task you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed. Please submit a separate cost estimate for each component of the scope of work as noted in Appendix A for components 1a., 1b., 1c., 1d, 2, 3a. and 3b. as well as for any optional items noted.

- A minimum of three (3) recent client references from projects of a similar size and scope.

7. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

8. Evaluation Criteria

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

- Experience in similar events
- Team composition – experience of staff to be assigned to the project.
- Project deliverables
- Value for money
- References
- Interview (if required)

APPENDIX A – SERVICE SPECIFICATIONS**1a. O Zone - Required Traffic Control:**

Position	# of Positions	Hours (exact hours to be confirmed)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	2	1400-0100 (weekday), 1100-0100 (weekend)	11 (weekday), 14 (weekend)	Feb 12 (Fri) - Feb 28 (Thurs)	17	1.) No 3 Rd / Brighthouse Stn; 2.) No.3 Rd / Anderson Rd	1-2.) Primarily to facilitate pedestrians crossing No.3 Rd; may include set up and removal of southbound curb lane closure (pedestrian corridor).
TCP	2	24 hrs	24	Feb12 (Fri) - Feb 28 (Thurs)	17	1.) Minoru Blvd / Granville Ave 2.) Minoru Blvd / Richmond Centre (SW entrance)	1-2.) General traffic control duties at intersection including set up and maintenance of median cross-over, lane closure; crossing pedestrians at intersection.
TCP	1	1400-0300 (weekday), 1100-0300 (weekend)	13 (weekday), 16 (weekend)	Feb12 (Fri) - Feb 28 (Thurs)	17	Granville Ave / Minoru Park entrance	Primarily to facilitate pedestrians crossing Granville Ave; facilitate turning movements for designated vehicles.
TCP	1	1400-1800 (weekday), 1100-1800 (weekend)	4 (weekday), 7 (weekend)	Non- Competition Days Only: Feb 12 (Fri), 19 (Fri), 22 (Mon), 25 (Thurs), 28 (Sun)	5	Gilbert Rd / Azure Rd South	Primarily to facilitate pedestrians crossing Gilbert Rd;
TCP	1	2300-0300	4 (weekday), 4 (weekend)	Feb 12 (Fri) - Feb 28 (Thurs)	17	Granville Ave / City Hall entrance	General traffic control duties including directing designated vehicles in and out of driveway entrance; directing pedestrians across driveway.
TCP	1	1400-0300	13	Non-	5	Stationed at Control	To provide temporary relief of TCP and

Position	# of Positions	Hours (exact hours to be confirmed)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
Quick Reaction Team		(weekday), 1100-0300 (weekend)	(weekday), 16 (weekend)	Competition Days Only: Feb 12 (Fri), 19 (Fri), 22 (Mon), 25 (Thurs), 28 (Sun)		Centre (Minoru Park)	to respond to unforeseen traffic control needs; team consists of a truck with an arrow board and 2 flaggers.
TCP Quick Reaction Team	1	1800-0300 (weekday), 1800-0300 (weekend)	9	Competition Days only: Feb13 (Sat) – 18 (Thurs), 20 (Sat) – 21 (Sun), 23 (Tues), 24 (Wed), 26 (Thurs), 27 (Fri)	12	Stationed at Control Centre (Minoru Park)	To provide temporary relief of TCP and to respond to unforeseen traffic control needs; team consists of a truck with a arrow board and 2 flaggers.
TCS (Traffic Control Supervisor)	1	1400-0300 (weekday), 1100-0300 (weekend)	13 (weekday), 16 (weekend)	Non-Competition Days Only: Feb 12 (Fri), 19 (Fri), 22 (Mon), 25 (Thurs), 28 (Sun)	5	Various	To supervise, direct, and act as main liaison with city staff, to provide temporary relief of TCP if necessary; each unit with vehicle. Monitor all 24 hour traffic control set ups (lane closures, flex drums, roadrunner barriers etc).

Materials Required for O Zone Required Traffic Control Component of Traffic Control Plan:

- 10 High Level Warning Device Stands
- 2 Flashing Arrow Boards (trailer) (set up, removal, 18 days rental)
- 200 Cones (28" with 2 reflective collars)
- 200 Tubular Markers (42" with 2 reflective collars)

1b. O Zone -Volunteer Traffic Control *Proponents shall include this item in their proposal with the understanding that this work may not be required in the event that the City is able to secure Volunteers for the locations outlined below:*****

Position	# of Positions	Hours (exact hours to be confirmed upon further discussion)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP (Volunteer)	2	1400-0000 (weekday), 1100-0000 (weekend)	10 (weekday), , 13 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Minoru Library Special Crosswalk	Direct pedestrians across Minoru Blvd.
TCP (Volunteer)	1	0700-2300 (weekday), 1100-2300 (weekend)	16 (weekday), , 12 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Granville Ave / City Hall entrance	General traffic control duties including directing designated vehicles in and out of driveway entrance; directing pedestrians across driveway.

1c. O Zone – Required Traffic Control for the No.3 Rd Curb Lane Closure Contingency Plan - *Proponents shall include this item in proposal understanding that the City has not determined if this work will be required.*****

Position	# of Positions	Hours (exact hours to be confirmed upon further discussion)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	1	1400-0100 (weekday), 1100-0100 (weekend)	11 (weekday), 14 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	No.3 Rd at Cook Rd	For each day during the Traffic Control Period: set up, maintain and take down curb lane closure using flexible drums; direct pedestrians at crossing locations; direct pedestrian to pedestrian corridors; general traffic control duties.
TCP	1	1400-0100 (weekday), 1100-0100 (weekend)	11 (weekday), 14 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	No.3 Rd at Park Rd	For each day during the Traffic Control Period: set up, maintain and take down curb lane closure using flexible drums; direct pedestrians at crossing locations; direct pedestrian to pedestrian corridors; general traffic control duties.
Materials Required for Curb Lane Closure (Contingency Plan):							
220 Flexible Drums 4000m Hazard Tape							

1d. O Zone – Required Traffic Control for the Granville Ave Closure of Westbound Lanes (Median Crossover) - *Proponents shall include this item in proposal understanding that the City has not determined if this work will be required.*****

Position	# of Positions	Hours (exact hours to be confirmed)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	1 - with vehicle (equipped with arrow board)	2200-0000 (weekday), 2200-0000 (weekend)	2.0 (weekday), 2.0 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Granville Ave / Gilbert Rd	For each day during the Traffic Control Period: set up, maintain and take down a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1	2200-0000 (weekday), 2200-0000 (weekend)	2.0 (weekday), 2.0 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Granville Ave / Gilbert Rd	For each day during the Traffic Control Period: set up, maintain and take down a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1 - with vehicle (equipped with arrow board)	2200-0000 (weekday), 2200-0000 (weekend)	2.0 (weekday), 2.0 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Granville Ave / Minoru Blvd	For each day during the Traffic Control Period: set up, maintain and take down a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1	2200-0000 (weekday), 2200-0000 (weekend)	2.0 (weekday), 2.0 (weekend)	Feb 12 (Fri) – Feb 28 (Thurs)	17	Granville Ave / Minoru Blvd	For each day during the Traffic Control Period: set up, maintain and take down a median cross over to facilitate the closure of both westbound lanes during O Zone load out.

2. Richmond Olympic Oval - Required Traffic Control:

Position	# of Positions	Hours (exact hours to be confirmed upon further discussion)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	8	0900-1800	9	Competition Days only: Feb13 (Sat) – 18 (Thurs), 20 (Sat) – 21 (Sun), 23 (Tues), 24 (Wed), 26 (Thurs), 27 (Fri)	12	1) Cambie / No. 3 Rd; 2) Cambie / River Rd; 3) Hollybridge / CP Rd; 4) Lansdowne Rd / Gilbert Rd; 5) Gilbert Rd / Elmbridge Way; 6) Gilbert Rd / Westminster Hwy; 7) Gilbert Rd / Azure Rd N; 8) Gilbert Rd / Azure Rd S	1-2) Carry out general traffic control duties including setting up and maintaining an eastbound curb lane closure; directing traffic at two driveway entrances on Cambie Rd; restricting southbound traffic to local vehicles only at Cambie and River Rd; crossing pedestrians at intersections. 3.) Carry out general traffic control at T-intersection for designated vehicles; for each day of the Traffic Control Period, set up, maintain and remove a southbound curb lane closure for pedestrian use; cross pedestrians at intersection. 4.) General traffic control duties at intersection; set up and maintain southbound curb lane closure for designated vehicles. 5-8.) General traffic control duties at intersections as well as the daily set up and take down of a southbound curb lane closure for pedestrian use. This will involve, each morning, placing a 700m length of flex drums along the curb lane of Gilbert Rd and moving the drums off the road each night.

Position	# of Positions	Hours (exact hours to be confirmed upon further discussion)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	1	0700-1900	12	Feb 2-17	26	River Rd east of Dinsmore Bridge	General traffic control duties for local traffic; maintaining U-turn route.
TCP	1	0700-1900	12	Feb 11 (Thurs) – Feb 27 (Wed)	17	River Rd west of No.2 Rd Bridge	General traffic control duties at T-intersection.
TCP	3	0700-1900	12	Feb 4 (Thurs) – Feb 27 (Sat)	24	1.) Hollybridge Way / Lansdowne Rd; 2.) Temporary Elmbridge lane to Oval; 3.) Hollybridge Way / Elmbridge Way.	1.) Carry out general traffic control at T-intersection for designated vehicles; daily set up and take down of southbound curb lane closure for pedestrian use; cross pedestrians at intersection. 2.) General traffic control duties at entrance to temporary laneway restricted to local traffic only / designated vehicles only. 3.) Carry out general traffic control at T-intersection for designated vehicles; cross pedestrians at intersection; and the daily set up and take down of westbound curb lane closure for pedestrian use. This will involve, each morning, placing a 200m length of flex drums along the curb lane of Elmbridge Way and moving the drums off the road each night.
TCP Quick Reaction Team	2	0900-1800	9	Competition Days only: Feb 13 (Sat) – 18 (Thurs), 20 (Sat) – 21	12	Stationed at Control Centre (Minoru Park)	To provide temporary relief of TCP and to respond to unforeseen traffic control needs; team consists of a truck with arrow board and 2 flaggers.

Position	# of Positions	Hours (exact hours to be confirmed upon further discussion)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
				(Sun), 23 (Tues), 24 (Wed), 26 (Thurs), 27 (Fri)			
TCS (Traffic Control Supervisor)	1	24 hrs	24	Competition Days only: Feb 13 (Sat) – 18 (Thurs), 20 (Sat) – 21 (Sun), 23 (Tues), 24 (Wed), 26 (Thurs), 27 (Fri)	12	Various	To supervise, direct, and act as main liaison with city staff, to provide temporary relief of TCP if necessary; each unit with vehicle. Monitor all 24 hour traffic control set ups (lane closures, flex drums, roadrunner barriers etc).

Materials Required for Richmond Olympic Oval Component of Traffic Control:

- 70 Road Runner barriers
- 50 Wooden Barricades
- 50 Class 1A Barricades (with reflectors)
- 10 High Level Warning Device Stands
- 200 Traffic Cones (28" with 2 reflective collars)
- 100 Tubular Markers (42" with 2 reflective collars)
- 420 Flexible Drums
- 50,000m Hazard Tape
- 1 Flashing Arrow Board (set up, removal, 18 days rental)
- 13 Variable Message Boards (set up, removal, 18 days rental)
- 3 Trucks w/ Flashing Arrow (9hrs/day x 12 competition days)

3a. Olympic Torch Relay - Required Traffic Control:

Position	# of Positions	Hours (exact hours to be confirmed)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	1	1800-0000	6	Feb 9 (Tues)	1	Granville Ave / Minoru Blvd	Primarily to control pedestrian activity at intersection.
TCP	1 - with vehicle (equipped with arrow board)	1800-0000	6	Feb 9 (Tues)	1	Granville Ave / Minoru Blvd	Primarily to control pedestrian activity at intersection.
TCP	2	1800-0000	6	Feb 9 (Tues)	1	Granville Ave / Minoru Gate	Primarily to control pedestrian activity at intersection.
TCP	1	1800-0000	6	Feb 9 (Tues)	1	Granville Ave / No.3 Rd	Primarily to control pedestrian activity at intersection.
TCP	1 - with vehicle (equipped with arrow board)	1800-0000	6	Feb 9 (Tues)	1	Granville Ave / No.3 Rd	Primarily to control pedestrian activity at intersection.
TCS (Traffic Control Supervisor)	1	1800-0000	6	Feb 9 (Tues)	1	Various (Roving)	To supervise, direct, and act as main liaison with city staff, to provide temporary relief of TCP if necessary. Monitor traffic control set up at each location.

3b. Olympic Torch Relay – Required Traffic Control for the Granville Ave Closure of Westbound Lanes (Median Crossover) -
*****Proponents shall include this item in proposal understanding that the City has not determined if this work will be required.**:***

Position	# of Positions	Hours (exact hours to be confirmed)	# of Hours per Day	Dates	Total # of Days	Location	Description of Duties
TCP	1 - with vehicle (equipped with arrow board)	2000-2300 (weekday), 2000-2300 (weekend)	3.0 (weekday), 3.0 (weekend)	Feb 9 (Tues)	1	Granville Ave / Gilbert Rd	To set up and maintain a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1	2000-2300 (weekday), 1030-0000 (weekend)	3.0 (weekday), 3.0 (weekend)	Feb 9 (Tues)	1	Granville Ave / Gilbert Rd	To set up and maintain a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1 - with vehicle (equipped with arrow board)	2000-2300 (weekday), 2000-2300 (weekend)	3.0 (weekday), 3.0 (weekend)	Feb 9 (Tues)	1	Granville Ave / Minoru Blvd	To set up and maintain a median cross over to facilitate the closure of both westbound lanes during O Zone load out.
TCP	1	2000-2300 (weekday), 2000-2300 (weekend)	3.0 (weekday), 3.0 (weekend)	Feb 9 (Tues)	1	Granville Ave / Minoru Blvd	To set up and maintain a median cross over to facilitate the closure of both westbound lanes during O Zone load out.



**Traffic Control Services
3767P Agreement**

This Agreement dated as of _____, _____, 20__

Between:

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

(the "City")

And:

(the "Contractor")

Whereas:

- A. The City requires temporary works or equipment to be provided to the City's O Zone (hereinafter defined); and
- B. The Contractor has agreed to provide the temporary works and equipment and to perform the Services (hereinafter defined) in accordance with the terms and conditions contained herein,

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Definitions

1.1 For the purposes of this Agreement the following words or phrases shall have the following meanings:

“Applicable Laws” means all applicable laws, including all statutes, regulations, by-laws, building codes, rules, notices, orders, directives, standards, judgments and

requirements of every competent federal, provincial, regional, municipal and other statutory authority;

“**City Personnel**” means the officials, officers, employees and agents of the City;

“**Commercial Markings**” means any marks, logos, branding or any other form of commercial identification whatsoever;

“**Communications**” has the meaning ascribed to that term in Section 14.1;

“**Contractor’s Personnel**” means the officers, directors, employees, subcontractors, contractors and agents of the Contractor;

“**Entities**” has the meaning ascribed to that term in Section 2.8;

“**O Zone**” means the Olympic Celebration event to be held February 9 – 28, 2010 at Richmond City Hall and Minoru Park;

“**O Zone Period**” means February 9 - 28, 2010;

“**Representative**” means _____ [TITLE] _____, the person the City has appointed as its representative for the purposes of this Agreement;

“**Services**” means and includes anything and everything required to be done by the Contractor to provide the Works in accordance with the terms of this Agreement;

“**Term**” means the term of this Agreement which commences on _____, 2009 and terminates on _____, 2010;

“**Total Fee**” means the fee specified in Section 3.1;

“**VANOC**” means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games; and

“**Works**” means the equipment described in Schedule “A”.

2. Performance of the Services

2.1 Standard of Care. The Contractor shall perform the Services in strict conformity with this Agreement and:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement;
- (b) in accordance with sound current professional practices; and
- (c) in conformance with the design standards and building code applicable at the time of design.

The Contractor understands that the City is relying on the Contractor’s experience and expertise in connection with performance of the Services.

2.2 Satisfaction of City. The Contractor shall perform the Services to the reasonable satisfaction and approval of the City in accordance with the schedule attached as Schedule “B”.

2.3 Permits, Licenses and Compliance with Applicable Law. The Contractor shall comply with all Applicable Laws, and pay for all permits, licenses and approvals for the Services. The Contractor shall pay all royalties and licence fees and shall save the City harmless from any and all losses on account of suits or claims of infringement of patents in any way connected to the Contractor’s performance of the Services.

2.4 Changes in the Services. Either Party may request additions, deletions or amendments to the Services (“Change”). Changes shall be requested in writing and shall include a reasonably detailed description of the scope and nature of the requested Change, and in the case of a Change Request by the Contractor, an estimate of costs, schedule amendments and/or other changes to this Agreement necessitated by the Change. The party receiving the Change request shall respond within five (5) business days of receipt; in the case of the Contractor, by indicating its ability to comply with the City’s request using its reasonable commercial efforts and providing an estimate of any additional costs (or savings), schedule amendments and/or other required changes to Agreement (which shall be treated as a Change Request when received by the City); and in the case of the City, by rejecting the Change Request, providing written authorization to proceed with the Change as requested or by modifying the request (which shall be treated as a Change Request). The Contractor shall not make changes to the Services without the City’s prior written approval.

2.5 Qualified Personnel. The Contractor shall provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

2.6 Subcontractors. the Contractor may engage professional sub-contractors for the performance of certain specific tasks forming part of the Services, provided the Contractor has obtained prior written consent from the City, which may be withheld. The Contractor shall administer, coordinate and manage all services of the sub-contractors, shall assume full responsibility to the City for all services performed by such sub-contractors and shall pay all fees and disbursements of all sub-contractors.

2.7 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 shall, on written request from the City, replace such personnel or sub-contractors.

2.8 City’s Own Forces and Other Contractors. The City may have its own work forces and other contractors or third parties (the “Entities”) on the O Zone site while the Services are under way. The City shall coordinate the work of all Entities on the site and require their coordination with each other. The Contractor shall immediately report to the City any apparent conflicts with any Entities which create or could create delays or deficiencies in the Services.

2.9 Title to the Works. This Agreement constitutes a license to use and not a sale of the Works. The Works are and shall remain the personal property of the Contractor and title to the Works shall not pass to or vest in the City at any time.

2.10 No Commercial Markings on Works. The Contractor shall, to the extent reasonably possible, ensure that the Works and any other vehicles, equipment or supplies located within the O Zone during the O Zone period, are free of any Commercial Markings whatsoever. Where this is not possible, the Contractor must, at its sole expense, cover up or remove all such Commercial Markings in accordance with instructions given by the City, unless otherwise agreed by the City in writing. If the Contractor fails to cover up or remove any such Commercial Markings within twenty-four (24) hours of being requested by the City to do so, the City shall be entitled to deduct its reasonable costs for doing so (either itself or with the assistance and services of any third party) from the Total Fee. The City shall have no obligation at any time to remove any materials used by the Contractor or the City (as the case may be) to cover up any Commercial Markings pursuant to this Section 2.10 nor any obligation at any time to replace any Commercial Markings removed by the Contractor or the City (as the case may be) pursuant to this Section 2.10.

2.11 Maintenance.
(INTENTIONALLY DELETED)

2.12 Repair.
(INTENTIONALLY DELETED)

2.13 Clean Up. Upon completion of the Contractor's Services, the Contractor shall remove its equipment, works, materials, waste and debris and shall leave the site and any other premises it has used in a safe and tidy condition, failing which the City shall be entitled to deduct its reasonable costs for doing so (either itself or with the assistance and services of any third party) from the Total Fee.

2.14 Services. The Contractor represents and warrants to the City that the Works and any materials and equipment furnished by the Contractor in connection with the Works, shall be free and clear from any claims, liens, encumbrances and attachments that would or could affect or impair the City's use thereof as contemplated herein and shall be of good quality, and that the Works shall be free from defects in design, workmanship and materials and shall conform with the requirements of this Agreement. Any portion of the Works not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Further, for the benefit of the City, the Contractor shall enforce all manufacturers' warranties applicable to the Works or any component thereof or to any materials or equipment furnished by the Contractor in connection with the Works. The Contractor shall not charge the City, or shall reimburse the City for any costs paid by the City, as the case may be, for Defect Repairs to the Works or any material or equipment furnished by the Contractor in connection with the Works.

2.15 Accreditation. The Contractor acknowledges and agrees that Contractor's Personnel who require access to the O Zone may, as a condition of having such access, be required to

submit to accreditation requirements imposed by the City from time to time (including any requirement to be photographed for the purposes of any accreditation).

3. Payment and Reporting

3.1 The City shall remunerate the Contractor for completion of the Services in accordance with the schedule attached hereto as Schedule “C”. Subject to Section 2.4, the maximum amount that the City is obliged to pay to the Contractor in respect of the performance of the Services shall be \$_____ plus G.S.T.

3.2 The Contractor shall submit to the City an invoice upon completion of each of the payment milestones set out in Schedule “C”.

3.3 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Contractor’s invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however the City shall use reasonable efforts to have the review, audit or clarification resolved within a thirty (30) day period. The City shall, if it approves the amount of such invoices, cause their respective invoices to be paid within fifteen (15) days of approval.

3.4 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Contractor and by such other means as shall be reasonably necessary.

4. Independent Contractor

The Contractor is an independent contractor and no employment relationship, partnership, agency, or joint venture exists between the City and the Contractor or the Contractor’s Personnel or sub-contractors. The Contractor shall not represent that it has any authority to bind the City in any way. Any disputes between the Contractor and the Contractor’s Personnel or subcontractors shall be resolved by the Contractor with no involvement by the City.

5. Inquiries

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

Technical

Contractual

Tel: _____
Mobile: _____
E-Mail: _____

Tel: _____
E-Mail: _____

6. Defective Works

6.1 Correction of Defects. If, in the opinion of the City, any portion of the Services is improperly, defectively, or insufficiently performed, or being performed, the City may, in writing, order the Contractor to re-execute or correct such Services in accordance with such order; and if the Contractor fails to comply with such order within two (2) working days, the City 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, 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 may retain and deduct such costs, damages, and expenses from the Total Fee.

6.2 Deficiency Holdback. The City may retain holdbacks to cover deficiencies in the Services, in an amount equal to twice the amount the City reasonably estimates as the total cost to complete the deficiencies.

7. Liens
(INTENTIONALLY DELETED)

7.1 Indemnification. 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 in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Services.

7.2 Lien Holdback. The City may, in addition to other holdbacks as provided by the Agreement Documents, hold back an amount equal to any lien which has been filed with respect to the Services, plus 10% as security for costs. The City may, at its option, after five days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the City shall pay such holdback to the Contractor, without interest.

8. Indemnification and Release

8.1 Indemnity. The Contractor shall indemnify, defend and hold harmless the City and City Personnel from and against any and all actions, causes of action, suits, claims, proceedings, investigations, inquiries, and demands of whatsoever nature or kind, as well as from and against any and all damages, liabilities, losses, costs, charges and expenses, including reasonable legal

fees (collectively, “**Losses**”), resulting therefrom, that may be brought or made by whomsoever, or suffered, directly or indirectly, by reason of or in any way arising out of or in connection with:

- (a) any negligent act or omission or wilful misconduct by the Contractor or the Contractor’s Personnel in connection with the performance of the Services; and
- (b) any breach by the Contractor or Contractor’s Personnel of any provision of this Agreement.

8.2 Release and Indemnification. The Contractor hereby releases the City and City Personnel from all Losses suffered, incurred or experienced by the Contractor and, if applicable, the Contractor’s Personnel, in connection with its or their performance of the Services.

8.3 This release and covenant of indemnification shall survive termination of the Term.

9. Insurance.

9.1 Insurance. The Contractor shall provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the following insurance coverage:

- (a) “all risks” property and equipment insurance, including, where applicable, mechanical and electrical breakdown and explosion of pressure vessels, covering the Works and any owned and non-owned machinery and equipment used in the performance of the Services with coverage sufficient to allow for the immediate replacement of such Services, machinery or equipment as is damaged or destroyed; including the requirement that the City be named as an additional insured party and containing a specific waiver of subrogation and contractual liability coverage;
- (b) commercial general liability insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, including the requirement that the City be named as an additional insured party, containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured, and containing contractual liability coverage; and
- (c) vehicle liability insurance with respect to all owned and non-owned licensed vehicles used, directly or indirectly, in the performance of the Services, covering liability for damages arising from bodily injury and death and from claims for property damage arising out of their use in the Services. Such insurance shall be for an adequate amount acceptable to the City and shall in any event be not less than \$5,000,000 inclusive of any one accident.

9.2 Proof of Insurance. The Contractor must provide written proof of the insurance coverage specified in Section 9.1, to the satisfaction of the Representative, prior to the commencement of the Services.

9.3 Notice of Cancellation/Change Endorsement. The Contractor shall ensure that all the insurance policies specified in Section 9.1 may not be cancelled, lapsed, or materially changed in any way without the insurer giving at least thirty (30) days' prior written notice to the City.

9.4 Qualified Insurers. All insurance specified in Section 9.1 shall be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia.

10. Workers' Compensation Board Coverage

10.1. 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. 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 the Total Fee. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of works done or service performed in fulfilling this Agreement had been paid in full.

10.2 The Contractor shall, at the Representative's request, 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 commencement of the Services.

10.3 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 Agreement 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.

11. Default

11.1 Termination by Either Party for Breach. This Agreement may be terminated by either party upon written notice to the other party if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five (5) days for breaches occurring prior to Feb. 1, 2010 and thereafter within twenty-four hours following the delivery of written notice specifying the breach by the non-breaching party to the other party.

11.2 Immediate Termination by Either Party for Certain Events of Default. This Agreement may be terminated immediately by either party upon written notice to the other party upon the occurrence of any of the following events of default on the part of the other party, which events of default shall be deemed not capable of being cured:

- (a) the admission by a party in writing of such party's inability to pay its debts as they become due;
- (b) the making of an assignment for the benefit of such party's creditors; or

- (c) the filing by or against such party of a voluntary or involuntary petition in bankruptcy or of any answer or petition seeking any reorganization, arrangement, composition or other insolvency relief under the present *Bankruptcy and Insolvency Act* (Canada) or any future bankruptcy act or any other applicable federal, provincial or other insolvency statute, law or regulation.

11.3 Cancellation of Project. The City may terminate this Agreement at any time before the Term expires for any reason it wishes by giving the Contractor not less than five (5) working days notice of termination (the "Notice Period"). This Agreement terminates on the expiry of that Notice Period. If this Agreement is terminated pursuant to this Section 11.3 prior to the expiry of the Term, the City shall pay the Contractor on the following basis:

- a) if this Agreement is terminated on or before December 31, 2009, the City shall pay 50% of the outstanding amount; and
- b) if this Agreement is terminated on or after January 1, 2010 and on or before installation or delivery of the Works commences, the City shall pay 80% of the outstanding amount.

Within fifteen (15) days after the effective date of such termination the Contractor shall deliver an invoice to the City for the applicable amount. Subject to Section 3, the City shall pay the amount of that invoice within fifteen (15) days after its receipt by the City. Other than as expressly provided in this section, the Contractor is not entitled to, and waives, any remuneration, compensation or damages, in lieu of notice or otherwise, in respect of termination of this Agreement.

11.4 Obligations Upon Termination. If the Agreement is terminated by the City pursuant to Section 11.1 or 11.2, the City shall pay only for that portion of the Services correctly completed to the date of termination and the City shall be discharged from all further liability and obligations to the Contractor pursuant to this Agreement. Payment as aforesaid shall discharge the City from all further liability and obligations to the Contractor pursuant to this Agreement.

11.5 Accrued Rights. Notwithstanding the foregoing provisions of this Section 11, the termination of this Agreement for any reason shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination.

11.6 Additional the City Right to Cure and Offset. In addition to the right to terminate for an uncured breach in accordance with Section 11.1, if the Contractor fails to cure its breach during the relevant cure period specified in Section 11.1, the City shall have the right, but not the obligation, to make any payments, provide any services (either through its own employees or a third party), obtain any equipment and/or take any other actions which the City deems appropriate or desirable to obtain the benefits described in this Agreement, and the Contractor shall promptly reimburse the City for all actual and reasonable costs associated therewith. Any amounts not promptly reimbursed may be deducted from the Total Fee otherwise owing to the Contractor hereunder. This remedy shall not be exclusive but shall be cumulative and in addition to all other remedies available to the City, whether at law or in equity.

12. Jurisdiction

Nothing in this Agreement limits or abrogates, or shall be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

13. Dispute Resolution

All matters in dispute under this Agreement may, with the concurrence of both the City and the Contractor, be submitted to arbitration by a single arbitrator.

14. No Promotion Of Relationship With the City, the O Zone or the 2010 Olympic and Paralympic Winter Games.

14.1 Communications. The Contractor shall not disclose or promote the Contractor's relationship with the City or the O Zone, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, websites, brochures or other written or electronic materials (the "Communications") (except as may be reasonably necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement), without the express prior written consent of the City, which consent may be withheld.

14.2 No Olympic Association. The Contractor undertakes not to disclose or promote the Contractor's relationship with the City or the O Zone in a manner which could suggest or create an association, express or implied, between the Contractor and the International Olympic Committee ("IOC"), the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games ("the VANOC"). Without limiting the generality of the foregoing, the Contractor shall not refer to "the City", "Vancouver 2010", the "2010 Games", the "Games", "Venue City", " O Zone", "Richmond Olympic Oval" or "Olympics" (or any derivatives thereof), and shall not use any official emblem, logo or mascot of the City, the O Zone, the 2010 Games, the IOC or VANOC, in any Communications, without the express prior written consent of the City, which consent may be withheld.

15. General

15.1 Governing Law. This Agreement shall be governed by the laws of British Columbia.

15.2 Business License. The Contractor acknowledges and agrees that the Contractor must have a valid City of Richmond business licence.

15.3 Time. Time shall be of the essence in this Agreement.

15.4 Assignment. The Contractor and the City agree that the Contractor may not assign all or any of the Contractor's rights and obligations under this Agreement.

15.5 Entire Agreement. This is the entire Agreement between the Contractor and the City regarding its subject and it terminates or nullifies any negotiations, other agreements or representations made by or between the Contractor and the City. Any modification of this Agreement shall be in writing and executed by both the Contractor and the City.

15.6 Notices. Any notice required to be given in this Agreement shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Department 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 on page one hereof.

15.7 Independent Legal Advice. The Contractor acknowledges that the Contractor has been advised to seek independent legal advice before executing this Agreement.

The City and the Contractor agree to these terms the day and year first above written.

CITY OF RICHMOND, by its authorized signatory:

Jeff Day, P. Eng.
General Manager, Project Development and Facility Management

_____ **[CONTRACTOR'S FULL LEGAL NAME]**

by its authorized signatories:

Name & Title:

SCHEDULE "A"
Description of Works



SCHEDULE "B"
Schedule of Services

No.	Completion Date	Services To Be Completed
1		
2		
3		
4		
5		

**SCHEDULE “C”
Schedule of Payments**

Date Payable	Details (include Holdback of 10% if applicable)	Amount
Total Disbursement		(plus GST)

Final holdback amount, if applicable, shall be paid to the Contractor upon completion of all removal, decommissioning and remediation work and Contractor’s delivery to the City of an officer’s certificate (in form and substance satisfactory to the City, acting reasonably) certifying that all subcontractors and all of the Contractor’s materials suppliers have been paid in full and completion of such searches as the City (acting reasonably) considers necessary to confirm that no claims of lien have been filed in relation to the Services as of the date of the City’s payment.



City of Richmond
Business & Financial Services Department

Notice of No Bid

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.
3767P

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