



City of
Richmond

TENDER
T.4606 SUPPLY OF GARBAGE CONTAINERS AND GARBAGE COLLECTION
SERVICES– CITY FACILITIES

Tender document submissions 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 local time on:

Tuesday, October 18, 2011 3:00 pm.

NOTES:

1. Three (3) copies of the tender document submission shall be in a sealed envelope or package marked with the Tenderer's Name, the Tender Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed tender document submissions will not be received or considered.

All queries related to the Tender shall be submitted
in writing to the attention of:

Daianna Panni, Buyer

email: purchasing@richmond.ca

The deadline for all enquiries is: **Monday, October 3, 2011 12:00pm**

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CITY OF RICHMOND
INVITATION TO TENDER

Contract T.4606**Supply of Garbage Containers and Garbage Collection Services – City Facilities**

The City of Richmond invites tenders for the above mentioned services. The *Tender Documents* will be posted on the City of Richmond Website and BC BID website on or after:

Friday, September 23, 2011.

Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Tenderers to check with the City of Richmond's Website and BC Bid to ensure that all available information has been received prior to submitting a tender.

Sealed Tenders, clearly marked on an envelope: to the attention of Manager - Purchasing, will be received at the Information Counter, Front of House, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, up to 3:00 PM, Local Time:

Tenders are scheduled to close at:

Tender Closing Time: 3:00 PM local time

Tender Closing Date: Tuesday , October 18, 2011 and will be opened publicly immediately thereafter in M.2002 Meeting House in Richmond City Hall

Tender Submission Address: Manager – Purchasing
Front of House, Richmond City Hall
6911 No. 3 Road, Richmond, BC, V6Y 2C1

The lowest or any tender will not necessarily be accepted.

Manager – Purchasing

TENDER DOCUMENTS

The Tender Documents completed by the Tenderer for submission to the City shall comprise:

- (a) Tender Submission Summary Sheet;
- (b) Security Requirements comprising:
 - (i) the Undertaking of Liability Insurance;
 - (ii) the Undertaking of Surety;
 - (iii) the Bid Bond OR the Tender Deposit.
- (c) the Form of Tender;
- (d) Tender Pricing Summary Sheet;
- (e) Schedule of Quantities, Specifications and Pricing Sheets;
- (f) Form of Tender Annexures comprising:
 - (i) the List of Previous Contracts;
 - (ii) the List of Equipment;
 - (iii) the List of Supervisory Personnel;
 - (iv) the List of Subcontractors

This Tender, as submitted to the City by the Tenderer, includes, attached together, the aforementioned completed Tender Documents.

The Tenderer shall provide the City with the required Performance Bond and the Labour and Materials Payment Bond in accordance with the requirements specified in the Contract Documents, if the contract is awarded to the undersigned Tenderer.

Tenderers should ensure that all tenders are completed exactly as instructed and that the tender security and insurance documents are provided in compliance with the tender requirements and are attached to the tender where indicated.

TENDER SUBMISSION SUMMARY SHEET

The Tenderer is to provide Name, Address, Postal Code and Telephone No. below in clear typewritten form:

Name of Tenderer: _____

Address: _____

Telephone No: _____

SECURITY DOCUMENTS:

The tender submission will be checked by representatives of the Tender Opening Committee to ensure the following security or insurance documents accompany the tender:

	Required	Received
Bid Bond or Certified Cheque	• <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Undertaking of Liability Insurance	• <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Undertaking of Surety	• <input checked="" type="checkbox"/> Yes • <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

The above noted tender security requirements should accompany the tender submission. Incomplete submissions may be set aside and not considered.

To be signed at Tender Opening:

City Clerk
(or Designate)

Manager – Purchasing
(or Designate)

Department Head
(or Designate)

UNDERTAKING OF LIABILITY INSURANCE
(Undertaking Must Accompany Form of Tender)

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

Dear Sirs:

We, the undersigned (insert insurance company's name) _____
do hereby, undertake and agree to insure the Contractor in the amount of \$5,000,000
Comprehensive Liability Insurance as outlined in the attached "Contract Documents" 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 on 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 Tender and specifically that the insurance required by such Tender shall be consistent with the requirements therein

if the Contract is awarded to (insert tenderer's name) _____

EXCEPTIONS: _____

Dated at _____, British Columbia, this ____ day of _____ 20_____

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorised Broker on behalf of the Insurance Company

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY.

UNDERTAKING OF SURETY
(To be submitted with Form of Tender)

We, the undersigned _____

do hereby undertake and agree to become bound unto the City of Richmond in:

- (a) A PERFORMANCE BOND in the amount of fifty (50)% of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Contract Documents,

and

- (b) A LABOUR AND MATERIALS PAYMENT BOND in the amount of fifty (50)% of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Contract Documents,

if the Contract is awarded to:

Dated this ____ day of _____, 20_____.

Signature and Corporate Seal of Surety
Company Licensed to Conduct Business in
the Province of British Columbia

The undersigned Tenderer hereby agrees that the said Unit Prices and Total Tendered Amount include and cover all applicable duties, Federal and Provincial taxes, handling charges incidental to and forming part of this Contract.

The undersigned Tenderer hereby agrees with the conditions thereof and encloses herewith either:

- (a) a TENDER DEPOSIT in the form of a CERTIFIED CHEQUE made payable to the City of Richmond (hereinafter referred to as the City) in the amount not less than ten (10)% of the TOTAL TENDERED AMOUNT as tendered herein.

OR

- (b) a BID BOND on a form approved by the Insurance Bureau of Canada in the amount not less than ten (10)% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City,

The TENDER DEPOSIT, or BID BOND, shall be forfeited to the City as liquidated damages and not by way of penalty in accordance with the conditions specified on the form of Bid Bond as specified herein, if the undersigned Tenderer declines or neglects to execute the Contract; to submit to the City a copy of the required Performance Bond as specified herein in the amount not less than fifty (50)% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; to submit to the City a copy of the required Labour and Materials Payment Bond as specified herein in the amount not less than fifty (50)% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; and to submit to the City certified copies of all CONTRACTOR'S LIABILITY INSURANCE policies and certificates required and specified in the General Conditions of the Contract forming part of the Contract, all within a period of fourteen (14) consecutive calendar days after being notified by the City in writing of the acceptance of the Tender submitted by the undersigned Tenderer.

The undersigned Tenderer hereby agrees that the City is not bound to accept the lowest or any Tender received by the City and that the Tenderer has no rights or claims against the City in any way whatsoever in the event that this tender is not accepted and/or no Contract entered into.

The undersigned Tenderer hereby agrees that he has made this tender without any connection, knowledge, comparison of figures, or arrangement with any other person or persons submitting Tenders for this Contract, and that this tender is in all respects fair and without collusion or fraud.

The undersigned Tenderer hereby agrees that once the tenders for this contract have been opened, this tender and the offer constituted hereby shall not be revoked before EITHER acceptance thereof by you, OR the expiration of sixty (60) days after the opening of tenders for this contract, whichever shall first occur.

DATED this ____ day of _____ 20_____

In the case of incorporated company:

The Corporate Seal of _____)
 _____)
 _____)
 _____ (Name of)
 Company) was hereunto affixed in the)
 presence of its duly authorised signing)
 officers:)
 _____)
 _____)
 _____)
 (specify position with Company))
 _____)
 _____)
 _____)
 (specify position with Company))

Form of Tender

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

The undersigned Tenderer, having carefully read and examined the Instructions to Tenderers, General Conditions, Requirements, Schedule of Quantities, Specifications and pricing, Form of Tender Annexures and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth.

By initialling each item, the Tenderer acknowledges it has read and understands the requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of why it will, or will not or cannot, comply with the requirements.

Section Title	Understand, Will Comply	Will Not or Cannot Comply to the Noted Clause(s)	Deviations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Tenderers			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Specifications			

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

Tender Pricing Summary

The undersigned Tenderer, having carefully read and examined the Security Requirements, Form of Tender, Instructions to Tenderers, General Conditions, Requirements, Schedule of Quantities, Specifications and Pricing, Form of Tender Annexures, and Form of Agreement, hereby agrees to the same, and having carefully examined the locality and the site of the work, and having full knowledge of the work required and of the materials to be furnished and used, does hereby tender and offer to enter into a Contract to perform and complete the whole of the said works and provide all necessary labour, plant, tools and materials, as set forth and in strict accordance with the Specifications, and other Contract Documents, and to do all therein called for on the terms and conditions and under the provisions therein set forth at the Prices which he has entered in the said Form of Tender and Schedule of Quantities, Specifications and Pricing Sheets (annexed hereto and signed), set out therein would amount to:

Section	Description (Base level of service)	Tendered Amount
1	Corrugated cardboard containers	\$
2	Supply and collection of standard garbage containers	\$
3	Rental containers	\$
4	Roll off containers	\$
Annual Tender Price (Sub-Total)		\$
H.S.T.		\$
Annual Total Tendered Amount		\$

PART A – INSTRUCTIONS TO TENDERERS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“City” means the City of Richmond

“Contractor” means potential successful Tenderer on this project

“Tender Documents” means:

- (a) Tender Submission Summary Sheet;
- (b) Security Requirements;
- (c) the Form of Tender;
- (d) the Tender Pricing Summary;
- (e) the Schedule of Quantities, Specification and Pricing;
- (f) the Form of Tender Annexures.

“Contract Documents” means:

- (a) the Instructions to Tenderers;
- (b) the Tender Documents;
- (c) the General Conditions of the Contract;
- (d) the Requirements;
- (e) the Form of Agreement;

2.0 Description of Requirement

2.1 Tenders are invited for Supply and Collection of Garbage Containers Services – City Facilities as set out herein, for the City of Richmond.

3.0 Contract Term

3.1 The term of the contract shall be for three (3) years and may be renewed for two (2) additional one (1) 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 as per the General Conditions, Part B, Section 15.0.

4.0 Pricing

4.1 Prices quoted will be in Canadian currency, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

5.0 Inquiries and Clarifications

5.1 It is the sole responsibility of the Tenderer to thoroughly examine these documents, and amendments and satisfy itself as to the full requirements of this Tender. Inquiries are to be in written form only, e-mailed to the contact person shown on the cover page. If required, an addendum will be published on the following websites:

- a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- b) City's website: <http://www.richmond.ca/busdev/tenders.htm>

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

6.0 Inspection of Site

6.1 Where applicable, the Tenderer shall inspect the Work Site(s) and make allowances in its Tender for such conditions as in the sole opinion of the Tenderer are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

6.2 Note: Site visits by Tenderers are encouraged by the City and can be arranged by the City's representative.

7.0 Pre-Bid Meeting – Intentionally Omitted

8.0 Submission of Tender

8.1 The response to this Tender with all accompanying Tender Documents, and addendums submitted by the Tenderer will be received up to the closing time on the date and in the place shown on the title page of this Tender (the "Closing Time"). The Tender shall be submitted on the forms provided in a sealed envelope or package, marked with the Tenderer's name and the Tender title and number.

8.2 Tenders received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.

8.3 The Tenderer must enter its corporate or legal business name on the final page of the Tender Form. The Tender Form must be signed in the place provided by an officer or employee having authority to bind the Tenderer to the terms and conditions of this Tender. All other pages of the Tender Form shall be initialled by the authorized signatory in the spaces provided.

- 8.4 Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the Tender title and number.
- 8.5 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Manager's office prior to Closing Time.
- 8.6 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 8.7 By submitting a Tender, the Tenderer acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the respondent contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender documents.

9.0 Conflict of Interest

- 9.1 By submitting a Tender, the Tenderer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

10.0 Evaluation of Tenders

- 10.1 Tenders will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Tenderer's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) the Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - d) equipment quality, configuration, age and condition; and
 - e) any other criteria set out in the Tender.

- 10.2 Prior to Contract award, the Tenderer may be required to demonstrate financial stability. Should the City so request, the Tenderer will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 10.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- 10.4 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 10.5 Preference may be given to Tenders offering environmentally beneficial products or services.

11.0 Acceptance and Rejection of Tenders

- 11.1 Notwithstanding any other provision in the Tender documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Tender;
 - b) reject any Tender;
 - c) reject all Tender;
 - d) accept a Tender which is not the lowest Tender;
 - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this Tender;
 - f) reject a Tender even if it is the only Tender received by the City;
 - g) accept all or any part of a Tender; and
 - h) split the Requirements between one or more Tenders.
- 11.2 All Tenders shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Tender has been accepted.
- 11.3 The City may waive any non-compliance with the Tender, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this Tender and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the Tender which have not complied with the process for submission set out herein.

12.0 Award of Contract

- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 12.2 The Tender Documents, the agreement and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The Tender Documents including the General Conditions;
 - b) Or any mutually agreed to amendments between the Tenderer and the City;
 - c) The agreement; and
 - d) The Tender and any subsequent amendments or addenda.
- 12.3 Where the head office of the successful Tenderer is located within the City of Richmond and/or where the successful Tenderer is required to perform the Service at a site located within the City of Richmond, the successful Tenderer is required to have a valid City of Richmond business license prior to Contract execution.
- 12.4 The City is not under any obligation to award a Contract and may elect to terminate this Tender process at anytime.

13.0 Publication of the Results of the Request for Tender

- 13.1 The City will publish the name of the successful Tender on the websites listed in Part A, section 5.1. The City will issue no other notices. Tenders shall visit these websites to obtain the results of this Request for Tender.

14.0 Quantities

- 14.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

15.0 Brand Names – Intentionally Omitted

16.0 Alternates and/or Variations to Specifications

- 16.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Tenderers should respond in accordance with such Specifications, or if the

Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be the equivalent.

16.2 If in addition to responding on goods, materials, equipment and/or services that meet the Specifications, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.

16.3 The City is not obligated to accept any alternatives.

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

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

17.1 Tenderers should note that the City of Richmond is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which impose significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

18.0 Confidentiality

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

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

19.0 Insurance

19.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

19.2 Tenderers shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Tender.

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

19.4 All respondents shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

19.5 All respondents shall have motor vehicle liability for owned and leased licensed vehicles with limits of five million dollars (\$ 5,000,000) inclusive for accident injury to or death of one or more persons or damage to or destruction of property as a result of any one accident.

20.0 Vehicle Standards and Identifications

- 20.1 The Contractor shall use vehicles and equipment in conformity with the applicable Provincial Acts and Regulations and in accordance with the City of Richmond Bylaws.
- 20.2 All vehicles shall be watertight and designed in such a manner as to prevent the discharge of any liquids and litter.
- 20.3 All vehicles shall bear the name of the Company and a vehicle identification number.
- 20.4 All vehicles shall be painted and maintained clean and in good repair. Equipment or vehicles which are deemed to be in poor repair, unsightly, or dangerous, shall be immediately removed from service and a suitable substitute arranged for by the Contractor.

21.0 Scavenging Not Permitted

- 21.1 “Scavenging” shall not be permitted, either on the collection routes or at the disposal site.

22.0 Bid Bond

- 22.1 See page X

PART B – GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“City” means the municipal corporation, generally known as the City of Richmond.

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this Tender;

“Container” means roll-off container, front-end loading container, self-tipping container, compactor container, trailer, or other storage device acceptable to and approved by the City.

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Tender, the Tender and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Tenderer individual, partnership, corporation or combination thereof, including joint ventures, who or which is awarded the Contract;

“Contaminant” – that material which is collected by the contractor but which is not included, by contract definition, in the category of materials in which it is delivered, but which may be acceptable within tolerable limits as defined in the contract.

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“Exchange Rate” - means that rate applied, accurate to four decimal places, for the purpose of this contract, to convert U.S. dollars to Canadian Dollars, which is the Bank of Canada average noon rate for a given month, as determined and released by the Bank of Canada, Ottawa office, 234 Wellington Street, Ottawa, Ontario, K1A 0G9, and which can be obtained after the end of each month by phone from the Bank of Canada, Ottawa office at 1-800-303-1282; or which can be obtained each quarter by subscription to the Bank of Canada Review, published by the Publications Section, Bank of Canada, Ottawa office, Telephone 613-782-8248.

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“Old Corrugated Cardboard (OCC)” – means any Kraft paper board product which consists of a rippled Kraft paper insert with Kraft paper liners bonded to the outside of the product which does not have contaminants, such as wax, plastic or foam, associated with it and is free from absorbed contaminants such as oil, food, etc.:

- corrugated containers having liners of either test liner, jute or Kraft;
- prohibitive materials may not exceed one percent (1%), total contaminants may not exceed five percent (5%).

“Processing” – means the processing all recyclables delivered to the Materials Recycling Facility including the loading of material and transport to market.

“Response” means the Tenderer’s bid made on the Tender form with all appendices or addenda submitted by the Tenderer in response to the Tender;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Tenderer” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Tender form(s);

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Work Site” means the site where the Work is being performed, 5555 Lynas Lane, Richmond, B.C., unless otherwise stated in this Tender.

2.0 Personnel

2.1 Qualified Personnel

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

2.2 Replacement of Personnel or Sub-Contractors

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

2.3 City’s Own Forces and Other Contractors

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

3.0 Sub-contractors

3.1 The Contractor will perform the Work using its own personnel and those subcontractors as listed and approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

3.2 All sub-contractors are the responsibility of the Contractor.

- 3.3 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 3.4 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 3.5 No sub-contractors will be permitted except those expressly named by the Contractor in the Tender or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 3.6 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the “Subcontractors”).
- 3.7 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.8 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

4.0 Independent Contractor

- 4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

5.0 Assignment

- 5.1 Subject to Part B General Conditions, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Part B General Conditions, the Contractor may utilize those sub-contractors expressly named in the “List of Subcontractors” but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 2 and 3 above.

- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

- 6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract.
- 7.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Inspection

- 8.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.
- 8.2 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 8.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- 8.4 Periodic inspections will be made by staff of the City of Richmond to verify that the service supplied by the Contractor is adequate in all respects and is in conformity with the requirements of this Contract. Where any deviation from the requirements of this Contract is found, the City shall forthwith notify the Contractor and such notice may be given either orally or in writing. The Contractor shall forthwith, upon receipt of such notification by the City, institute and carry out corrective measures in a timely manner, which shall ensure full performance in conformity with the requirements of this Contract.

- 8.5 Such periodic inspections as hereinbefore provided shall not relieve or release the Contractor in any way from responsibility for the supervision of his operations under this Contract or from making his own inspections to ensure that the service is provided in full conformity with all terms and conditions of this Contract.

9.0 Use of Premises

- 9.1 The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations, which govern the building or institution where the work is located.
- 9.2 At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

10.0 Light, Power, and Heat

- 10.1 The City's supply of electrical energy will be available to the Contractor without charge.
- 10.2 The City's supply of water will be available to the Contractor without charge.
- 10.3 The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

11.0 Quality of Workmanship and Materials

- 11.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the Tender.
- 11.2 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.
- 11.3 All work shall be done in strict conformity with the Contract Documents and drawings, which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work..

12.0 Warranty

- 12.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 12.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the Tender.
- 12.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 12.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 12.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

13.0 Indemnification and Insurance

- 13.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 13.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 13.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

- 13.4 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
- 13.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 - 1. Contractual liability assumed under this agreement.
 - 2. Contingent employer's liability with respect to operations of sub-contractors.
 - 3. City's protective liability.
 - 4. Cross liability.
 - 5. Automobile liability (non-owned, hired).
 - 6. Completed operations liability twenty four (24) months after completed operations.
 - 7. Voluntary medical payments.
 - b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than eighty (80%) percent of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 13.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at

the time of any loss or claim that insures the City, its officers, officials, and employees.

- 13.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days written notice to the City.
- 13.8 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
- 13.9 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 at its own expense.
- 13.10 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.

14.0 WorkSafe BC Coverage/Prime Contractor

- 14.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC 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 WorkSafe BC 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 WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

- 14.2 The Contractor agrees that it is the Prime Contractor for the purposes of the WorkSafe BC Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the WorkSafe BC and shall ensure that all WorkSafe BC 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 WorkSafe BC 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 WorkSafe BC Act and Part 20 of the WorkSafe Occupational Health and Safety Regulations.
- 14.3 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC 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.
- 14.4 The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC 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 WorkSafe BC.

15.0 Termination

- 15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to perform any and or all of the services required under this contract to the satisfaction of the General Manager, Engineering and Public Works, whose decision will be final and binding;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or

- e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 15.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 15.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

16.0 Payments

- 16.1 The City will pay to the Contractor, in lawful money of Canada, for the performance of the Contract, the amounts determined for each of the items of work completed at the Unit prices tendered for the various items of work appearing in the Schedule of Quantities and Prices, hereinafter referred to as the Schedule, subject to the adjustments and conditions provided herein; in the Form of Agreement; in the General Conditions of the Contract; in the specification and in the other Contract documents.
- 16.2 Any work called for in the Specifications which is necessary for the completion of the work called for in the Specifications, which is not specifically listed as a separate item in the Schedule, will be deemed incidental to the general purpose of the Contract and no separate payment will be made on account of any such work, but the cost of any such work will be included in the unit prices bid for the various items of work appearing in the Schedule.
- 16.3 Payment will be made monthly to the Contractor by the City based on the unit costs shown in the Schedule and Quantities and Prices. Monthly payment shall include any additional or temporary service requests.
- 16.4 Invoices for payment shall be submitted monthly following completion of the work.
- 16.5 For all items, the Contractor's invoice shall be categorised separately by individual location and type of service. The applicable taxes are to be shown as a separate item, detailed with the related service cost, with the location (including taxes) detailed for each.

16.6 Payment will **not** be made for services not specifically authorised by the City's Sanitation & Recycling Supervisor or designate.

17.0 Taxes

17.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).

17.2 Invoices shall show the appropriate amounts for HST.

18.0 Non-resident Withholding Tax – Intentionally Omitted

19.0 Liens

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

20.0 Patent Fees

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

21.0 Performance Bond

21.1 The successful Contractor shall, within ten (10) days from the date of acceptance, provide a Performance Bond in the amount of fifty (50%) percent of the total Contract Price. The surety(s), issued by a surety company licensed to transact business in British Columbia, must be in a form and contain terms satisfactory to the City. Cash deposits, certified cheques and letters of credit in the amount of fifty (50%) percent of the total Contract price are acceptable in lieu of a Performance Bond. No interest will be paid to the Contractor on cash deposits.

22.0 Protection of Person and Property

22.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement

of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

- 22.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.
- 22.3 The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

23.0 Clean Up

- 23.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

24.0 Service Requirements

- 24.1 Containers shall be kept clean and well maintained at all times.
- 24.2 All standard and temporary contract containers are to be painted in a standard uniform colour acceptable to the City. Containers shall be kept in a clean painted-condition at all times, with the Contractor's name and phone number clearly displayed, and be kept free from rust and leaks. Any containers which, in the opinion of the City, are damaged, not in clean painted condition, are dirty, in ill-repair or are offensive due to odours or other issues are to be replaced by the contractor within 48 hours notice provided by the City at no cost to the City.
- 24.3 All containers shall be heavy-duty metal construction, designed to facilitate efficient collection and, where specified in Part D, be equipped with a lid locking device. For all locking devices, the Contractor is required to provide keys to the Sanitation & Recycling Supervisor (or designate) and one key for each container for each location designated in Part D. The Contractor will provide additional locks and keys as requested by the City. In addition, the Contractor will provide wheels for containers where specified in Part F to facilitate movement of the bins from their storage area when full. All containers must have hinged lids.
- 24.4 The City reserves the right to relocate a standard or temporary contract container to an alternate location on the same property of the designated locations listed in Part D and no payment shall be made to the Contractor for the relocation. Where possible, the container relocation will be accommodated in conjunction with the regular collection schedule collection and return process.

- 24.5 The City reserves the right to cancel service for containers listed in Part D, on one (1) month's notice provided to the Contractor. No penalty will be applied to the City. Payment to the Contractor will be discontinued effective the removal date of the container. No more than ten percent (10%) of the container locations will be cancelled by the City. There will be no payment to the Contractor for removal of these containers
- 24.6 Service to include the removal of containers from underground and/or garbage room locations to the designated lift points.
- 24.7 Containers must be returned to their original location after emptying unless otherwise specified by the City.
- 24.8 Pickup frequency and time schedule must be strictly adhered to.
- 24.9 The Contractor must steam clean and deodorize each and every container every six months, and coordinate such cleaning activity with the Sanitation & Recycling Foreman to ensure no disruption in use of the containers at the facilities. Container cleaning to be provided more frequently, as required, if authorized and requested by the Sanitation & Recycling Supervisor.
- 24.10 Upon pickup, containers must be deodorized weekly during the months of June, July, August and September, and monthly during the remaining months, to minimize odours and maintain sanitation.
- 24.11 The Contractor shall collect all refuse, which is spilled, scattered or that which has overflowed from the container from an area within one (1) meter of all sides of the container. The Contractor shall also collect all refuse, which is spilled during the collection process or from the collection truck.
- 24.12 The Contractor shall also collect any additional refuse placed adjacent to the container in those situations where reload service is required by unanticipated additional volumes.
- 24.13 Should a Statutory Holiday fall on a regularly scheduled day of pickup, the Contractor shall provide service on an alternate day immediately prior to, or after the holiday.
- 24.14 Any change in schedule must have prior approval of the Participating Member.
- 24.15 All collections shall be made Monday - Saturday, excluding statutory holidays, during the period 7:00 a.m. - 5:00 p.m. or during times as governed by applicable municipal noise or disturbance by-laws. In the case of statutory holidays, collections shall be on the following business day.

24.16 Garbage trucks servicing the containers must be sealed to prevent leakage of any liquids.

25.0 Access and Safety

25.1 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the work being done and shall store the bins in areas designated for that purpose by the Participating Member.

25.2 The Contractor alone shall at all times be responsible for the safety, adequacy, efficiency and sufficiency of its employees, plant and equipment and shall also be responsible for the safety, adequacy, efficiency and sufficiency of its Subcontractors' employees and its Subcontractors' plan and equipment and method of prosecuting the work.

26.0 Character of Workers

26.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- a) Lack of or failure to obtain any required Security Clearance;
- b) Intoxication;
- c) Use of foul, profane, vulgar or obscene language or gestures;
- d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- f) Any action, which may constitute a public nuisance or disorderly conduct.

26.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

27.0 Conduct of the Contract

27.1 The City of Richmond's Manager, Purchasing shall have the conduct of the Tender and the Contract.

28.0 Rectification of Damage and Defects

28.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

29.0 Failure to Perform

29.1 If, in the opinion of the General Manager, Engineering and Public Works and the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the General Manager, Engineering and Public Works and the Manager Purchasing may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the General Manager, Engineering and Public Works and the Manager Purchasing may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

29.2 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

29.3 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

30.0 Road Conditions

30.1 The City of Richmond shall not be responsible for any towing or damage to vehicles, which may arise as the result of road conditions. The Contractor shall notify the City of Richmond of any street or access, which is in such condition as to impede or prohibit the normal collection and removal schedule.

31.0 Unit Charges

31.1 The tendered container rental and emptying charges shall include the rental and emptying fee of the container and disposal facility tipping fee, unless otherwise specified. Tenderers shall use the existing regional tipping fee per metric tonne as a basis to calculate their tender and stipulate the amount used. In the event of an increase or decrease in the regional tipping fee, the Contract value shall be adjusted by one-half of the percentage increase or decrease of the City of Richmond fee increase or decrease.

32.0 Delays in Work

32.1 If the Contractor fails to provide service to any location on the scheduled collection day for reason of delay, then he shall:

- a) Notify the City of Richmond, in writing, of the circumstances surrounding the service delay,
- b) Advise the City of Richmond, in writing, of the scheduled time for pickup (must be no later than the day following the regular scheduled pick up day),
- c) Where delayed service has resulted in the accumulation of additional refuse around or beside the container, the Contractor shall provide a reload service for the additional refuse at no extra cost.

32.2 The City of Richmond reserves the right to carry out the work should the Contractor fail to perform the work to the satisfaction of the City of Richmond.

33.0 Separate Contracts with Other Contractors

33.1 The City of Richmond reserves the right to award separate Contracts for the supply and collection of containers in separate areas not covered by this contract.

34.0 Collection Statistics

34.1 The Contractor shall furnish to the City of Richmond, at proper times, all collection statistics, vehicle routing/identification information and drawings which the City of Richmond may deem necessary in order to clarify the details of the work. The Contractor shall make all changes in such statistics or information which the City of Richmond may require consistent with the Contract, and shall submit sufficient copies to the City of Richmond for approval, all but one of which shall be returned to the Contractor if approved by the City of Richmond. When submitting such information and drawings, the Contractor shall notify the City of Richmond, in writing, of changes made therein from the drawings or specifications. The City of Richmond's approval shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the drawings or

specifications not covered by the Contractor's written notification to the City of Richmond.

35.0 Collection Statistics on the Work

35.1 The Contractor shall keep one copy of all collection statistics, vehicle routing/identification information, and specifications on the work in good order, available to the City of Richmond.

36.0 Right to Discontinue Collection

36.1 The City shall have the sole discretion and right at all times to discontinue the collection of any material, and therefore, the complete contract for the corresponding material and all related services and container rentals with the contractor, and any of its related sub-contractors for a particular material, provided thirty (30) days notice is given to the contractor by the City.

37.0 Routing

37.1 The Contractor shall furnish, for the City's approval, copies of the proposed routing schedules. The work shall be in accordance with approved routing schedules only. The City may make amendments to the routing schedule, which, in its opinion, would maximize collection efficiency. Any routing modifications proposed by the Contractor must be submitted at least 1 month prior to implementation and be approved in writing by the City Non-Compliance Fees.

38.0 Non-Compliance Fees

38.1 In the event the City carries out the work of this Contract, the Contractor will be charged with non-compliance fees to allow the City to recover the costs to perform these services:

- a) For cleaning up leakage caused by the Contractor's equipment;
- b) For repairing damage caused by the Contractor;
- c) For collection of refuse which was not collected by the Contractor on the regular scheduled day, where the Contractor failed to rectify the situation by collection the refuse on the day of notice by the City;
- d) For picking up litter left after collection;
- e) For carrying out work called for in the specifications where the Contractor has failed to perform

38.2 The following fee will be charged for the above items:

Actual Cost	+	Time Lost	=	Applicable Benefits and Overhead Charges
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Actual cost is defined as the cost of all labour, tools and equipment to perform the necessary work, plus applicable tipping fees.

The above costs will be assessed separately. If the Contractor fails to pay the assessment within thirty (30) days, the amount will be deducted from the Contractor's regular monthly invoice.

- 38.3 In the event access to the collection site is blocked, the Contractor shall take every reasonable action including contacting Building Management and/or returning to the site later in the same scheduled pick up day to attempt collection of materials. If access is still restricted, the Contractor shall contact the City and advise of the situation and return by 10:00 a.m. the following day to undertake collection. Should access still be restricted, the Contractor will advise the City accordingly.
- 38.4 Non-compliance fees will not apply where the Contractor is restricted access to the pick up location.

39.0 Dispute Resolution

- 39.1 All claims, disputes or issues in dispute between the City and the Contractor may be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 39.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 39.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 39.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

40.0 Changes in Requirements

- 40.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.

40.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

41.0 Use of Metro Vancouver Facilities

41.1 The Contractor shall transport and dispose of the refuse collected from the City at Richmond to the following GVRD facilities:

- a) Vancouver Landfill, or
- b) Vancouver South Transfer Station, or
- c) Burnaby Incinerator

42.0 Notices

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

PART C - REQUIREMENTS**1. Scope of Work**

- 1.1 Basic service shall include the following. For the purposes of this contract, a “standard” container is defined as a container in service for the length of the contract or any additional containers in service for periods exceeding one (1) month in duration. A “temporary” container is defined as a container in service for periods of one (1) month or less.
- a) Supply all garbage containers in the size and quantity specified in Part D at the commencement of and for the duration of the contract.
 - b) Supply all additional standard and temporary garbage containers within seventy-two (72) hours notice provided by the City for the duration specified by the City.
 - c) Deliver all standard containers to the designated locations as specified in Part D and all temporary containers to the locations designated by the City.
 - d) Collect refuse from all permanent containers at the frequency and day specified in Part D or as otherwise directed by the City and from all temporary containers as designated by the City. All collections shall take place on the day specified. Where the regular collection day falls on a statutory holiday, the container will be collected either the day immediately preceding or following the regular scheduled collection day.
 - e) Additional container collection service/s and collection service for temporary containers must be undertaken no later than the day following notification by the City (including collection on Saturdays), by 11:00 a.m. The Contractor shall note that any additional container service/s, and the provision of temporary containers, must originate from and be authorized by the City’s Sanitation and Recycling Supervisor (or designate) only.
 - f) Collection service for any roll off containers will be performed on an “on-call” basis. These service requests are to be done no later than the day following notification by the City, by 11:00 a.m.
 - g) This contract shall include service to other facility locations, which the City may add to the scope of work.
 - h) The Contractor shall transport and dispose of refuse at a Greater Vancouver Regional District facility approved and as designated by the City or at such other facility as specified by the City. The Contractor is responsible for payment of all disposal fees, with the exception of all items listed in Sections 3 and 4 in the Schedule of Quantities and Prices.

Disposal fees for these items will be billed directly to the City by the facility operator.

- i) In the event the City designates containers for recycling material, the Contractor shall transport those containers to a facility designated by the City.
- j) All standard and temporary containers shall be retrieved from their storage location for collection, and be reinstated/returned to the storage location after collection. At no time will the containers be located or temporarily stored in such a manner as to obstruct the roadway.

2. Inspection

- 2.1 Periodic inspections will be made by staff of the City of Richmond to verify that the service supplied by the Contractor is adequate in all respects and is in conformity with the requirements of this Contract. Where any deviation from the requirements of this Contract is found, the City shall forthwith notify the Contractor and such notice may be given either orally or in writing. The Contractor shall forthwith, upon receipt of such notification by the City, institute and carry out corrective measures in a timely manner, which shall ensure full performance in conformity with the requirements of this Contract.
- 2.2 Such periodic inspections as hereinbefore provided shall not relieve or release the Contractor in any way from responsibility for the supervision of his operations under this Contract or from making his own inspections to ensure that the service is provided in full conformity with all terms and conditions of this Contract.
- 2.3 The Contractor's service representative must contact the Sanitation and Recycling Supervisor a minimum of quarterly to review service performance and standards. The Contractor must provide the name and contact number of the individual appointed by the Contractor to address any invoicing or other discrepancies.

PART D - SCHEDULE OF QUANTITIES, SPECIFICATIONS AND PRICING

Section 1 – Corrugated Cardboard Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation and material processing/marketing.
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Days	Additional Container Requirements (Include in Unit Cost)
South Arm Community Center 8880 Williams Rd	3	1		26		1/2 wk	Alternate Thursday	Lids & lock
Steveston Community Center 4111 Moncton Street	3	1		26		1/2 wk	Alternate Thursday	Lids & wheels
Steveston Salmon Fest 4111 Moncton Street	3	3		1		Delivery, 1 dump & removal	Day after event	Lids & wheels
Library / Cultural Center 7700 Minoru Boulevardd	4	1		52		1/1 wk	Thursday	Lids & wheels
Minoru Place Senior Centre 7660 Minoru Gate	3	1		52		1/1 wk	Thursday	Lids & wheels
Minoru Arenas 7551 Minoru Gate	3	1		22		1/2 wk	Alternate Thursday	Lids & wheels
Public Works Yard 5599 Lynas Lane	6	3		52		1/1 wk	Thursday	Lids & lock

PART D - SCHEDULE OF QUANTITIES, SPECIFICATIONS AND PRICING

Section 1 – Corrugated Cardboard Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation and material processing/marketing.
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ₁	Collection Days	Additional Container Requirements (Include in Unit Cost)
Richmond Ice Center 14140 Triangle Road	6	1		52		1/1 wk	Thursday	Lids & lock

Section 1 – Corrugated Cardboard Containers

Unit cost bid must include:

- g) Container supply and container rental for duration of contract.
- h) Container placement at commencement of contract.
- i) Container collection as per schedule and reinstatement to storage location.
- j) Container transportation and material processing/marketing.
- k) Removal of container at termination of contract.
- l) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Days	Additional Container Requirements (Include in Unit Cost)
South Arm Pool 10100 South Arm Place	3	1		16		On Call	Summer Months	Lids & lock.
Nature Park 11851 Westminster Hwy	3	1		8		On Call		Lid & lock
City Hall 6911 No, 3 Road	4	1		52		1/1 wk	Thursday	Lids, lock & wheels
Firehall No. 1 6960 Gilbert Rd	3	1		52		1/1 wk	Thursday	Lids, lock & wheels
RCMP Detachment 6900 Minoru Boulevard.	4	1		52		1/1 wk	Thursday	Lids, lock & wheels
Watermania 14200 Triangle Road	4	1		52		1/1 wk	Thursday	Lids, lock & wheels
Gateway Theatre 6500 Gilbert Road	3	1		52		1/1 wk	Thursday	Lids, lock & wheels

Section 1 – Corrugated Cardboard Containers

Unit cost bid must include:

- g) Container supply and container rental for duration of contract.
- h) Container placement at commencement of contract.
- i) Container collection as per schedule and reinstatement to storage location.
- j) Container transportation and material processing/marketing.
- k) Removal of container at termination of contract.
- l) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Days	Additional Container Requirements (Include in Unit Cost)
UBC Boathouse 7411 River Road	3	1		52		1/1 wk	Thursday	Lids, lock & wheels
Thompson Community Centre 6671 Lynas Lane	3	1		52		1/1 wk	Thursday	Lids, lock & wheels
Bylaw Building 6931 Granville Avenue	3	1		52		1/1 wk	Thursday	Lids, lock & wheels
Richmond ROBO Offices 5440 Hollybridge Way	3	1		52		1/1 wk	Thursday	Lids, lock & wheels

Total Section 1 – Corrugated Cardboard Containers

_____ **Add Total Annual Cost column**

(carry forward to tender summary)

Specify additional costing for:

a) Steam cleaning and deodorizing containers:

3 yard container \$ _____ (each)

4 yard container \$ _____ (each)

6 yard container \$ _____ (each)

b) Container re-load charge, where required due to additional, unanticipated volumes:

3 yard container \$ _____ (per container reload)

4 yard container \$ _____ (per container reload)

6 yard container \$ _____ (per container reload)

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Britannia Shipyard 4460 Westwater Drive	4	1		52		1/1 wk.	Wednesday	Lids & lock
Library/Cultural Center Café 7700 Minoru Gate	4	1		156		3/1 wk.	Monday Wednesday Friday	Lids, wheels & lock
South Arm Community Centre 8880 Williams Road	6	1		104		2/1 wk.	Monday Friday	Lids & lock
West Richmond Community Centre 9180 No. 1 Road	6	1		52		1/1 wk.	Thursday	Lids & lock
Steveston Martial Arts Centre 4151 Moncton Street	3	1		52		1/1 wk.	Wednesday	Lids & lock
Steveston Community Centre 4111 Moncton Street	4	1		156		3/1 wk.	Monday Wednesday Friday	Lids, wheels & lock

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Steveston Salmon Fest 4111 Moncton Street	3	7		1		Delivery, 1 dump and removal	Day after event	Lids & wheels
Steveston Litter 4151 Moncton Street	6	1		30		6 months service – summer, on call winter	On Call	Lids & lock
UBC Boathouse 7411 River Road	3	1		52		1/1 wk.	Tuesday	Lids, wheels & lock
Animal Protection 12071 No. 5 Road	6	1		52		1/1 wk	Monday	Lids & lock
Richmond Ice Center East end of building 14140 Triangle Road	6	1		104		2/1 wk	Saturday Wednesday	Lids & lock
Richmond Ice Center West end of building 14140 Triangle Road	6	1		104		2/1 wk	Monday Thursday	Lids & lock

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
RCMP Detachment 6900 Minoru Boulevard	4	1		156		3/1 wk.	Monday Wednesday Friday	Lids & wheels
Fire Hall No. 1 6960 Gilbert Road	3	1		52		1/1 wk.	Tuesday	Lids & locks
Gateway Theatre 6560 Gilbert Road	6	1		104		2/1 wk.	Tuesday Friday	Lids & locks
Bylaw Building 6931 Granville Avenue	4	1		52		1/1 wk.	Tuesday	Lids & locks
Richmond Tennis Club 6820 Gilbert Road	3	1		52		1/1 wk.	Tuesday	Lids & lock
Minoru Place Senior Center (Share with Minoru Aquatic Centre) 7660 Minoru Gate	3	1		52		1/1 wk.	Tuesday Friday	Lids, wheels & lock

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Minoru Arenas 7551 Minoru Gate	6	1		52		1/1 wk.	Monday Thursday	Lids & locks
Minoru Aquatic Center (Share with Minoru Place Senior Center) 7560 Minoru Gate	3	1		52		1/1 wk.	Tuesday Friday	Lids, wheels & lock
Brighthouse Park 7840 Granville Ave.	3	1		52		1/1 wk.	Thursday	Lids, wheels & lock
Fire Hall No. 3 9100 Bridgeport Rd.	3	1		26		1/2 wk.	Alternate Wednesday	Lids & wheels
Richmond ROBO Offices 5440 Hollybridge Way	3	1		52		1/1 wk.	Thursday	Lids, wheels & lock
Fire Hall No. 4 780 Lancaster Crescent.	3	1		26		1/2 wk.	Alternate Thursday	Lids, locks & wheels
Fire Hall No. 5 23051 Westminster Highway	3	1		26		1/2 wk.	Alternate Thursday	Lids, locks & wheels

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Fire Hall No. 6 9400 No. 4 Road	3	1		26		1/2 wk.	Alternate Thursday	Lids, locks & wheels
Fire Hall No. 7 5731 No. 6 Road	3	1		26		1/2 wk.	Alternate Monday	Lids, locks & wheels
Bowling Green 7340 Westminster Highway	3	1		52		1/1 wk.	Thursday	Lids & lock
Recycling Depot 5555 Lynas Lane	6	1		52		1/1 wk.	Thursday	Lids & lock
Pitch & Putt 9771 Pendleton Road	3	1		26		1/2 wk.	Alternate Thursday	Lids & lock
Minoru Pavilion / Fitness 7191 Granville Avenue	6	1		104		2/1 wk.	Tuesday Friday	Lids & lock
Sea Island Community Hall 7140 Miller Road	3	1		52		1/1 wk.	Wednesday	Lids, wheels & lock
Park House 5400 River Road	3	1		52		1/1 wk.	Friday	Lids & lock

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
East Richmond Community Hall 12360 Cambie Road	3	1		52		1/1 wk.	Tuesday	Lids & lock
King George Park - Litter 12360 Cambie Road	6	1		26		Summer - 1/1 wk. Winter – On Call	Tuesday	Lids & lock
Thompson Community Centre 6671 Lynas Lane	3	3		156		1/1 wk.	Monday	Lids, wheels & lock
Nature Park – Kinsmen Pavilion 11851 Westminster Highway	6	1		52		1/1 wk.	Friday	Lids & lock
Cambie Community Center 4111 Jacombs Road	3	1		52		1/1 wk.	Tuesday	Lids, wheels & lock
Community Garden 1381 Gilbert Road	3	1		6			On Call	Lids & locks
Library / Cultural Center 7700 Minoru Gate	4	1		156		3/1 wk.	Wednesday Friday	Lids, wheels & locks

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
RCMP Compound 5340 River Road	6	1		8		Approx. 8 / year	On Call	In locked compound
South Arm Community Hall 9020 Williams Road	3	1		104		2/1 wk.	Tuesday Friday	Lids, wheels & lock
Track & Field Various locations	3	3		15		Approx. 15 / year	On Call	Temporary containers
McDonald Beach 3500 McDonald Road	3	1		52		1/1 wk.	Tuesday	Lids & lock
South Arm Pool 10100 South Arm	3	1		52		1/1 wk.	Thursday	Lids, wheels & lock
Richmond Family Place 6560 Gilbert Road	3	1		52		1/1 wk.	Wednesday	Lids & locks
Watermania 14200 Triangle Road	6	1		104		2/1 wk.	Monday Thursday	Lids & locks
Community Garden 2631 Westminster Hwy	3	1		16			On Call	Lids & locks

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
London Farm 6511 Dyke Road	3	1		52		1/1 wk.	Thursday	Lids, locks & wheels
McNair Park 9460 No. 4 Road	3	1		52		1/1 wk.	Thursday	Lids & locks
Baseball Tournament Various locations	3	1		40		Emptied approx. 40times / year	Once a week	Temporary containers
Soccer Various locations	3	1		5		Emptied approx. 5 / year	On Call	Temporary containers
Softball Tournament Various locations	3	1		80		1/1 wk.	Once a week	Temporary containers
Dolphin Park Tournament Thompson Centre Courts 5151 Granville Avenue	3	2		4		1 lift after tournament	On call	Temporary containers

Section 2 – Supply and Collection of Standard Garbage Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location
- d) Container transportation and refuse disposal
- e) Removal of container at termination of contract.
- f) Container cleaning and sterilization as requested by City.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Gibbons Park Baseball 6211 Forsyth Crescent	3	1		16		Emptied approx. 16 / year	April – July 31	Temporary containers
Ironwood Library 11688 Steveston Highway	3	1		52		1/1 wk.	Tuesday	Lids, wheels & lock
City Hall 6911 No. 3 Road	4	1		156		3/1 wk.	Monday Wednesday Friday	Lids & wheels
Steveston Park 4171 Moncton Street	6	1		26		1/1 wk. <i>Summer Months only.</i>	Wednesday	Lids & lock

Total Section 2 – Supply and Collection of Standard Garbage Containers

Add Total Annual Cost column

(carry forward to tender summary)

a) Contractor to specify tipping fee used in calculating unit rates noted above and for Item b): \$_____/tonne

b) Steam cleaning and deodorizing containers:

3 yard container \$ _____ (each)

4 yard container \$ _____ (each)

6 yard container \$ _____ (each)

b) Container re-load charge, where required due to additional, unanticipated volumes:

3 yard container \$ _____ (per container reload)

4 yard container \$ _____ (per container reload)

6 yard container \$ _____ (per container reload)

Section 3 – Rental Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract.
- b) Container placement at commencement of contract.
- c) Removal of container at termination of contract.
- d) Container cleaning and sterilization as requested by City

Location	Container Size (cu. yd.)	No. of Containers	Monthly Rental Fee Per Container	Total Annual Cost This Location (Calculate Total No. of Containers x Monthly Rental x 12 months)	Additional Container Detail
Public Works Yard 5599 Lynas Lane	2 self tippers with plastic lids	12			Rental fee only City pays disposal charges
Works Yard 5599 Lynas Lane	4 self tippers with plastic lids	4			Rental fee only City pays disposal charges

Total Section 3 – Rental Containers

Add Total Annual Cost column

(carry forward to tender summary)

Section 4 – Roll Off Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation
- e) Removal of container at termination of contract
- f) Container cleaning and sterilization as requested by City. Note that the City will pay the disposal charges for these containers.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
RCMP Compound 5340 River Road	20	1		12		Emptied approx. 12/ year	On Call	In Locked Compound City pays disposal charges
Works Yard compactor (container only) 5599 Lynas Lane	30	1		51		1/1 wk.	On Call	City pays disposal charges
Britannia-roll off 12911 Railway Avenue	30	1		5		Emptied approx.5/year	On Call	Temporary container City pays disposal charges
Works Yard (Gyproc) 5599 Lynas Lane	20	1		3		Emptied approx. 3 times per year	On Call	City pas disposal charges

Section 4 – Roll Off Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation
- e) Removal of container at termination of contract
- f) Container cleaning and sterilization as requested by City. Note that the City will pay the disposal charges for these containers.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Works Yard (Green) 5599 Lynas Lane	40	2		50		Emptied approx. 50 times per year	On Call	City pays disposal charges
Works Yard (Asbestos) 5599 Lynas Lane	10	1		2			On Call	Lids & locks City pays disposal charges
Works Yard (PVC Pipe) 5599 Lynas Lane	20	1		2			On Call	City pays disposal charges
Works Yard (Scrap Metal) 5599 Lynas Lane	30	1		12			On Call	City pays disposal charges
Works Yard (Tires) 5599 Lynas Lane	20	3		6		Emptied approx. 5 times per year	On Call	City pays disposal charges
Works Yard (Garbage) 5599 Lynas Lane	30	2		70		Emptied approx	On Call	City pays disposal charges

Section 4 – Roll Off Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation
- e) Removal of container at termination of contract
- f) Container cleaning and sterilization as requested by City. Note that the City will pay the disposal charges for these containers.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Garbage (Compactor) container		1		52		70times per year		
Works Yard (wood) 5599 Lynas Lane	20	2		60		Emptied approx. 60 times per year	On Call	City pays disposal charges
Works Yard (Sawdust) 5599 Lynas Lane	40 (City containers)			2			On Call	City pays Disposal Charges
Sidaway Soil Yard 6711 Sidaway Road	40	1		2			On Call	City pays Disposal Charges
Hamilton Community Centre 5180 Smith Drive	30	2		2			On Call	Temporary container City pays disposal charges

Section 4 – Roll Off Containers

Unit cost bid must include:

- a) Container supply and container rental for duration of contract
- b) Container placement at commencement of contract.
- c) Container collection as per schedule and reinstatement to storage location.
- d) Container transportation
- e) Removal of container at termination of contract
- f) Container cleaning and sterilization as requested by City. Note that the City will pay the disposal charges for these containers.

Location	Container Size (cu. yd.)	No. of Containers	Unit Cost Per Service / Dump Per Container	Estimated Service Requests Annually	Total Annual Cost This Location (Multiply Unit Cost X Service Requests)	Service Frequency ¹	Collection Day	Additional Container Requirements (Include in Unit Cost)
Garry Point Fire Department Chatham Road & 7 th Avenue	40	8		16		Emptied approx. 16 times	On Call	Temporary containers City pays disposal charges

Total Section 4 – Roll Off Containers _____

Add Total Annual Cost column

(carry forward to tender summary)

MATERIAL PROCESSING AND MARKETING DETAILS

Tenderer proposes to market the materials collected under this Contract as follows:

TYPE	DESCRIPTION	TENDER
Corrugated Cardboard	Location of local receiving facility (address)	
	Hours of operation	
	Final destination of all materials (including facility name and location)	
	Final end use of materials	
Garbage	Location of local receiving facility (address)	
	Hours of operation	
	Final destination of all materials (including facility name and location)	
	Final end use of materials	
Gyproc	Location of local receiving facility (address)	
	Hours of operation	
	Final destination of all materials (including facility name and location)	
	Final end use of materials	
Green Waste	Location of local receiving facility (address)	
	Hours of operation	
	Final destination of all materials (including facility name and location)	
	Final end use of materials	

MATERIAL PROCESSING AND MARKETING DETAILS (CONT'D)

TYPE	DESCRIPTION	TENDER
<p>Tires</p>	<p>Location of local receiving facility (address)</p>	
	<p>Hours of operation</p>	
	<p>Final destination of all materials (including facility name and location)</p>	
	<p>Final end use of materials</p>	
<p>Wood</p>	<p>Location of local receiving facility (address)</p>	
	<p>Hours of operation</p>	
	<p>Final destination of all materials (including facility name and location)</p>	
	<p>Final end use of materials</p>	

FORM OF TENDER ANNEXURES

The Form of Tender Annexures form part of the tender and comprise:

1. the List of Previous Contracts;
2. the List of Equipment;
3. the List of Supervisory Personnel; and
4. the List of Subcontractors;

The List of Previous Contracts, the List of Equipment, the List of Supervisory Personnel, and the List of Subcontractors shall be completed in accordance with the requirements specified in the Contract Documents on the forms provided herein, and shall be attached to the Tender.

LIST OF PREVIOUS CONTRACTS

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

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				

(If additional space is required, attach additional

LIST OF EQUIPMENT

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

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER:	
		OWNED BY TENDERER	RENTED OR LEASED

LIST OF SUPERVISORY PERSONNEL

The Tenderer proposes to carry out the work covered by this Contract under the direction of the following supervisory personnel employed by the Tenderer:

NAME	PREVIOUS EXPERIENCE AND POSITION TO HOLD ON THIS CONTRACT

LIST OF SUBCONTRACTORS

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

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

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

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

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this th day of , 2011

Reference No. Contract T.4606

Contract: Supply and Collection of Garbage Containers

BETWEEN:

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

(the "Owner")

AND:

(the "Contractor")

The *Owner* and the *Contractor* agree as follows:

1. In consideration of the covenants and agreements, hereinafter contained and to be performed by the Owner, the Contractor Hereby Agrees with the Owner to find and supply all the plant, material, labour, and workmanship necessary to fulfil the Work specified in this contract for the period December 1, 2011 to November 30, 2014. (this may not be realistic depending on the value of the work (will likely need to go to Council for award)

3. In consideration of the performance by the contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the Owner **HEREBY COVENANTS AND AGREES** with the contractor that it will pay to it the sum of the money herein specified as payment for the fulfilment of the said work, namely the amount listed for the Work on the Pricing Information and Specification Sheets submitted by the Contractor in the Tender Form of the City of Richmond's Request for Tender Contract T.4606, plus HST.

4. The Contractor covenants and agrees to commence and actively proceed with the Work by December 1, 2011.

5. The Contractor further covenants and agrees to delivery all the materials and carry out all the Work required to be done under this Contract, at the price agreed upon, as specified in the attached contract. It is specifically agreed that TIME IS TO BE THE ESSENCE OF THIS CONTRACT.
6. It is understood and agreed by and between the parties hereto that the City of Richmond's Request for Tender, Contract T.4606 hereunto annexed and such further details and instructions in the explanation thereof as may from time to time be given by the Owner, shall be read with and form part of this Contract as if embodied herein.
7. Whenever in this contract it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
8. The Contractor covenants to save harmless and effectually indemnify the Owner against:
 - (a) All actions and proceedings, costs, damages, expenses, claims and demand whatsoever and by whomsoever brought by reason of the execution of the said Works and all such claims recoverable from the Owner, or the property of the Owner, or any property which the Owner by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair, or maintain, shall be paid by the Contractor and if recovered from the Owner shall together with any costs and expenses incurred in connection therewith be charged to the Contractor.
 - (b) All expenses and costs which may be incurred by reason of the execution of the said Works by the Contractor resulting in damage to any property owned in whole or in part by the Owner, or by duty or custom is obliged, directly or indirectly, in any way or to any degree to construct, repair or maintain, shall be paid by the Contractor, and if paid by the Owner, shall together with any cost and expenses incurred in connection therewith be charged to the Contractor.
 - (c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, Federal or Provincial Tax, check-off, and all such claims recoverable from the Owner, or the property of the Owner, or any property which the Owner by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Contractor and if recovered from the Owner shall together with any costs and expenses incurred in connection therewith by charged to the Contractor.

Provided that this paragraph shall not be construed as to extinguish any rights which the Owner would have were it not for the inclusion of this paragraph in this Contract.

- 9. The Contractor covenants to indemnify and save harmless the Owner against all the expenses and costs which may be incurred by the Owner as a result of faulty workmanship on the part of the Contractor or defective material in any of the Works referred herein.
- 10. All grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in this Contract shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, and successors, in the same manner as if the words "heirs, executors, administrators, and successors", had been inscribed in all proper and necessary places, and in event of more than one person being the Contractor, the said grants, covenants, provisos and claims, right, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
- 11. Whenever the singular or masculine is used throughout this Contract, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the date and year above written.

SIGNED, AND DELIVERED by
with Corporate Seal affixed in the presence of its
duly authorized signing officers:

Name and Position

Name and Position

CITY OF RICHMOND
APPROVED As to content only
Dept. Head
APPROVED As to form
Purchasing
DATE OF COUNCIL APPROVAL (if applicable) n/a

SIGNED, AND DELIVERED by the City of
Richmond in the presence of

Name and Position

Witness