



# City of Richmond

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## **REQUEST FOR QUOTATION 3966Q Supply and Installation of Washroom Upgrades @ South Arm Community Centre**

Quotations will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until

**Thursday, June 24, 2010 12:00 noon local time.**

### **NOTES:**

1. Quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.
4. Deadline for all questions: **Thursday, June 17, 2010 12:00 pm**

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

Daianna Panni

Buyer 1

[purchasing@richmond.ca](mailto:purchasing@richmond.ca)

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PART A – INSTRUCTIONS TO BIDDERS

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PART A – INSTRUCTIONS TO BIDDERS

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REQUEST FOR QUOTATION 3966Q

**Supply and Installation of Washroom Upgrades @ South Arm Community Centre**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Title: \_\_\_\_\_

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_

PART A – INSTRUCTIONS TO BIDDERS

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PART A – INSTRUCTIONS TO BIDDERS

**1.0 Description of Requirement**

- 1.1 Quotations are invited for the supply and installation of Washroom Upgrades @ the South Arm Community Centre as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

**2.0 Contract Term- Intentionally Omitted**

**3.0 Pricing**

- 3.1 Prices quoted will be in Canadian currency and exclusive of all taxes, 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.

**4.0 Inquiries and Clarifications**

- 4.1 It is the responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Bidders.

**5.0 Inspection of Site**

- 5.1 Where applicable, Bidders shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder 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.
- 5.2 Note: There will be a site visit conducted on **Wednesday, June 09, 2010 1:00 pm** with sign-in attendance forms. Potential Bidders are asked to meet at the site, **South Arm Community Centre, 8880 Williams Road, Richmond.** The City **strongly encourages** all potential Bidders to attend this tour. No other tours will be organized or arranged for this project.

**6.0 Submission of Quotation**

- 6.1 The response to this Request for Quotations (RFQ) with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ

## PART A – INSTRUCTIONS TO BIDDERS

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(the “Closing Time”). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.

- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 6.3 The Bidder shall submit three (3) copies of its Quotation in accordance with the instructions stated herein.
- 6.4 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 6.5 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.
- 6.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.7 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 6.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

### **7.0 Conflict of Interest**

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

### **8.0 Evaluation of Quotations**

## PART A – INSTRUCTIONS TO BIDDERS

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- 8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; 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 RFQ.
- 8.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 8.4 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

### **9.0 Acceptance and Rejection of Quotations**

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
  - b) reject any Quotation;
  - c) reject all Quotations;
  - d) accept a Quotation which is not the lowest Quotation;

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- e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
  - f) reject a Quotation even if it is the only Quotation received by the City;
  - g) accept all or any part of a Quotation; and
  - h) split the Requirements between one or more Bidders.
- 9.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

**10.0 Award of Contract**

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 10.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the 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 City's purchase order including the standard purchase order terms and conditions;
  - b) Or any mutually agreed to amendments between the Bidder and the City;
  - c) The Quotation; and
  - d) The RFQ and any subsequent addenda.
- 10.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the successful Bidder is required to perform the Service at a site located within the City of Richmond, the successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.
- 10.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

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**11.0 Quantities**

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

**12.0 Brand Names – Intentionally Omitted**

**13.0 Alternates and/or Variations to Specifications**

13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

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

13.3 The City is not obligated to accept any alternatives.

13.4 The City will determine what constitutes allowable variations.

**14.0 Freedom of Information and Protection of Privacy Act**

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

**15.0 Confidentiality**

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

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

**16.0 Insurance**

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

16.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.

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

16.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

**17.0 Bid Bond**

17.1 As bids must to include a Bid Bond on a form approved by the Insurance Bureau of Canada, all issued by a Surety Company(s) licensed to conduct business in the Province of British Columbia. The Bid Bond shall be in an amount not less than 10% of the TOTAL QUOTED AMOUNT. Bidders may submit a Bid Deposit, in the form of a certified cheque, in an amount not less than 10% of TOTAL QUOTED AMOUNT drawn up in the name of the Owner, in lieu of a Bid Bond.

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## 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;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of this RFQ;

“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 RFQ;

“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 Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

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

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

“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.”;

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

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“HST” means the harmonized sales tax and any successor tax or levies 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.

“PST” means British Columbia provincial sales tax and any successor tax or levies therefor in force from time-to-time;

“Quotation” means the Bidder’s response made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;

“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;

“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, Richmond, B.C., unless otherwise stated in this RFQ.

## **2.0 Sub-contractors**

- 2.1 All sub-contractors are the responsibility of the Contractor.
- 2.2 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.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 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”).

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2.6 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.

2.7 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.

### **3.0 Independent Contractor**

3.1 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.

### **4.0 Assignment**

4.1 Subject to Sections 2.4 and 4.2, 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.

4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in Section 10.1 of Part D – Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.

4.3 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.

### **5.0 Time of the Essence**

5.1 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.

### **6.0 Laws, Permits and Regulations**

6.1 The laws of British Columbia shall govern the Contract.

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- 6.2 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.

## **7.0 Inspection**

- 7.1 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.
- 7.2 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.
- 7.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

## **8.0 Quality of Workmanship and Materials**

- 8.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

## **9.0 Warranty**

- 9.1 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).
- 9.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 9.3 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

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accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.

- 9.4 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.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

## **10.0 Indemnification and Insurance**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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
- 10.5 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

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cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:

1. Contractual liability assumed under this agreement.
  2. Contingent employer's liability with respect to operations of sub-contractors.
  3. Owner's protective liability.
  4. Cross liability.
  5. Automobile liability (non-owned, hired).
  6. Completed operations liability 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 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 10.6 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.
- 10.7 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.
- 10.8 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

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- 10.9 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 its own expense.
- 10.10 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.

## **11.0 Termination**

- 11.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
  - b) in the event that the Contractor 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.
- 11.2 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).
- 11.3 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

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City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

## **12.0 Payments**

12.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

## **13.0 Taxes**

13.1 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).

13.2 Invoices shall show the appropriate amounts for GST and PST or HST.

13.3 Non-resident Withholding Tax – Intentionally Omitted

## **14.0 Performance Bond**

14.1 The Bidder shall include with its Quotation a letter from its bank that the Contractor has sufficient credit-worthiness to obtain from a Canadian Chartered bank an irrevocable perpetual demand letter of credit in the amount of no less than 50% of their bid price.

14.2 The successful Contractor may be required to, within ten (10) days from the date of acceptance, provide a Performance Bond in the amount of 50% 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's Director of Legal Services. 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.

## **15.0 Protection of Person and Property**

15.1 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

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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.

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

## **16.0 Clean Up**

16.1 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.

## **17.0 Character of Workers**

17.1 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.

17.2 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.

## **18.0 Conduct of the Contract**

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

## **19.0 Rectification of Damage and Defects**

19.1 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

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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.

## **20.0 Failure to Perform**

- 20.1 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.
- 20.2 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.

## **21.0 Dispute Resolution**

- 21.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 21.2 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.
- 21.3 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.
- 21.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

## **23.0 Delivery**

- 23.1 Deliveries shall be made to:  
South Arm Community Centre  
8880 Williams Road, Richmond, BC

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**24.0 Changes in Requirements**

- 24.1 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.
- 24.2 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.

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## **PART C – REQUIREMENTS (SPECIFICATIONS)**

### **Location of Work**

South Arm Community Centre  
8880 Williams Road  
Richmond, BC V7A 1G6

### **Scope of Work**

The City of Richmond requires a General Contractor for supply and install of upgrades to the washrooms at the South Arm Community Centre. The General Contractor shall:

Supply and install all labour and materials as per architectural drawings and Scope of Work details identified on the List of Drawings (page 31) and below.

Where not explicitly detailed, it is implied that all workmanship shall adhere to industry best practices.

### **SACC Washroom Upgrades Scope of Work**

Item Description

#### **1 Ground Floor Men's Washroom**

- Replace 2 basin faucets with hands-free sensor faucets
- Provide hands free sensor flush valves for 2 urinals
- Provide hands free sensor flush valves for 2 toilets
- Repair divider between urinal and adjacent sink
- Remove all but 1 paper towel dispenser
- Add one hands free electric hand dryer

#### **2 Ground Floor Women's Washroom**

- Replace 2 basin faucets with hands-free sensor faucets
- Provide hands free sensor flush valves for 3 toilets
- Remove 1 basin and faucet (Adjacent to stall) and cap off in wall
- Increase size of stall adjacent to basin to provide additional H/C accessible stall (H/C toilet required)
- Remove all but 1 paper towel dispenser
- Add one hands free electric hand dryer

#### **3 Ground Floor Preschool Room**

- Replace 2 basin faucets with hands-free sensor faucets
- Provide hands free sensor flush valves for 2 toilets

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**4 Ground Floor Seniors Room (one Women's and one Men's washroom)**

- Replace 2 basin faucets with hands-free sensor faucets
- Provide hands free sensor flush valves for 2 toilets

**5 2nd Floor Men's Washroom**

- Provide hands free sensor flush valves for 2 urinals
- Provide hands free sensor flush valves for 1 toilet
- Replace 2 basin faucets with hands-free sensor faucets
- Remove ALL paper towel dispensers
- Add one hands free electric hand dryer

**6 2nd Floor Women's Washroom**

- Replace 3 existing toilet seats
- Provide hands free sensor flush valves for 3 toilets
- Replace 2 basin faucets with hands-free sensor faucets
- Remove ALL paper towel dispensers
- Add one hands free electric hand dryer

**7 2nd Floor Men's Change Room**

- Resurface epoxy coating floor to entire change room area (to be slip and mildew resistant type)
- Replace 3 existing shower heads and diverters with hands free sensor activated
- Replace existing accessible shower head and diverter with hands free sensor activated wall mounted hand shower.
- Provide increased lighting in shower area (spec to follow)
- Provide shampoo/soap trays in shower area (4 locations)
- Replace wood bench at accessible shower with accessible fold-up resin bench
- Provide hands free sensor flush valves for 2 urinals
- Provide hands free sensor flush valves for 1 toilet
- Replace 2 basin faucets with hands-free sensor faucets
- Provide resin bench to cubby area adjacent to showers
- Remove ALL paper towel dispensers
- Add one hands free electric hand dryer

**8 2nd Floor Women's Change Room**

- Replace 3 existing shower heads and diverters with hands free sensor activated
- Replace existing accessible shower head and diverter with hands free sensor activated wall mounted hand shower
- Provide hands free sensor flush valves for 3 toilets
- Replace 2 basin faucets with hands-free sensor faucets
- Provide increased lighting in shower area (spec to follow)

- 
- Provide shampoo/soap trays in shower area (4 locations)
  - Replace wood bench at accessible shower with accessible fold-up resin bench
  - Remove ALL paper towel dispensers
  - Add one hands free electric hand dryer
  - Provide for private change area to cubby adjacent to showers (provide fold-up resin bench and curtain)

#### 9 **Workout Area**

- Provide filtered cold water drinking fountain with tap to fill water bottles

#### **Fixture Specifications**

- Urinals: Toto Exposed sensor Urinal Flush Valve 1.0 gfp Model: TEU1GNC-12
- Toilets: Toto Exposed sensor Toilet Flush Valve Model: TET1GNC-32
- Faucets: Toto Self-Generating EcoPower System Sensor Faucet, Standard Spout Model: TEL3GSC-10
- Shower Diverter: Powers ESP II Electronic Shower Supply Model: P47-HTRM0000
- Shower Head: Act-O-Matic Shower Head Model: AC-450
- Shower Transformer (per 4 diverters): Powers 24-volt hardwire transformer Part #: 311559
- Hand Dryer: Xlerator Type high speed hands free Model: XL-BW
- All basins to have drain screens to prevent debris from entering
- Provide cover plates to basins to cover existing faucet opening holes
- Epoxy Floor (Specs to follow)
- Water Fountain Elkay EZH2O Cooler/Bottle Filling Station Model: LZ8WSLK

#### **Details**

Attached Architectural Drawings are to be used to identify the locations of the upgrade work.

#### **Special Instructions:**

1) The General Contractor shall engage the City of Richmond HVAC Contractor to complete HVAC related work:

AIRON HEATING AND AIR CONDITIONING

Contact: DAVE WRIGHT

Telephone: (604)-270-2040

Email: [dwairon@telus.net](mailto:dwairon@telus.net)

2.) The City Of Richmond will obtain and provide a building permit, if required. All other permits including plumbing, electrical, abatement, etc. shall be obtained by the General Contractor.

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3.) Provide breakout pricing for the supply and installation of the epoxy flooring to the Men's Change Room Area.

**Hours of Work:**

Standard daytime business hours of 8:00 am through 5:00 pm shall apply. Scheduling of the work in specific areas to be coordinated with the South Arm Community Centre staff to minimize disruptions to programming. All overtime work shall be at the General Contractor's discretion and expense unless the City of Richmond has preapproved in writing.

**General Notes:**

The General Contractor shall ensure that:

- 1.) Trades are responsible for their own daily and final clean up and garbage removal including disposal.
- 2.) Trades are responsible for cartage and hoisting of their construction materials applicable to their scope of work.
- 3.) Trades view Drawings and Specifications, as cross referencing of drawings may be helpful and/or necessary. A complete set shall be made available for viewing at the office of the General Contractor.
- 4.) Any temporary or permanent alterations to the HVAC ducting systems required to accommodate the removal and/or installation of fixtures is to be coordinated and completed by the aforementioned HVAC contractor.
- 5.) Any holes/exposed damage to finished surfaces as a result of removal of fixtures and accessories (i.e. at removed towel dispensers, shower heads, etc.) to be patched accordingly based on the existing finish material.
- 6.) Contractor to provide catalogue cut sheets for all products being provided for approval.

**Optional work:**

Bidders are asked to provide standalone pricing separate from the bid price for the following:

- 1.) Provide separate unit pricing for supply and installation of each of the following:
  - a) Wheelchair Users Lavatory: Toto Model LT308,
  - b) Wall Mount Lavatory: Toto Model LT307.4
  - c) ADA Commercial Flushometer Toilet : Toto Model CT705L
  - d) Self-Generating EcoPower Sensor Faucet: Toto Model TEL3GSC-10
  - e) Self-Generating EcoPower Sensor Faucet: Toto Model TEL3GGC-10
  - f) Xlerator High Speed Hand Dryer Model: XL-BW

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**Construction Dates:**

The General Contractor shall provide schedule adhering to the following:

- 1.) Construction mobilization and start date: **Monday, July 05, 2010.**
- 2.) Construction completion date: **Thursday, July 22, 2010.**
- 3.) Site handover date: **Thursday, July 22, 2010.**

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**PART D – QUOTATION FORM**

**Quotation Form**

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

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, General Conditions, Requirements, Quotation Form, Drawings, 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 at the:

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

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

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation. The above price **DOES NOT** include PST, GST or HST.

The undersigned Bidder agrees to complete the whole of the works within \_\_\_\_\_ working days of acceptance.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

Name, Signature, and  
Title of Signing Officer: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

PART D – QUOTATION FORM

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(To be submitted with Quotation)

**Undertaking of Liability Insurance**

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

Dear Sirs:

We, the undersigned (insert insurance company's name) \_\_\_\_\_ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) \_\_\_\_\_

EXCEPTIONS:

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Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2009.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

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





PART D – QUOTATION FORM

**List of Drawings**

Drawing No.	Sheet No.	Title
A-2	1	Ground Floor Washroom Locations
A-13	2	2 <sup>nd</sup> Floor Washroom Locations
n/a	Page 22 Part C (this document)	Scope of Work

(If additional space is required, attach additional)

## **Environmental Terms and Conditions of Contract**

### **1.0 Environmental Policy Requirements**

#### **1.1 The City of Richmond's Environmental Purchasing Policy**

The City of Richmond's Environmental Purchasing Policy states:

In order to increase the development and awareness of environmentally sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

- 1.1.1 The City of Richmond reserves the right to request information from bidders that will demonstrate compliance to this environmental purchasing policy.
- 1.1.2 Bidders are asked to supply information on environmentally preferable products and services that meet all specifications and performance requirements.
- 1.1.3 Placing the City of Richmond in breach of its environmental policy or environmental laws will result in the termination or suspension of an agreement, at the sole discretion of the City.

#### **1.2 Environmental impacts in the life cycle of a product or service**

- 1.2.1 Environmental purchasing involves considering the costs and environmental consequences of a product or service in all stages of its life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance, reuse and disposal.
- 1.2.2 Independent certification programs such as Environmental Choice as well as an increasing number of manufacturers conduct life cycle assessments to answer the question, "What is the environmental burden of a product or service through all stages of its life cycle?" The City of Richmond is

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interested in receiving, wherever available, life cycle information relevant to the products or services being considered.

### **1.3 Characteristics of environmentally preferable products**

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

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

### **1.4 Packaging**

1.4.1 As with products and services, the City of Richmond will endeavour to consider the environmental characteristics of a product's packaging.

1.4.2 The City prefers that suppliers minimize the amount of packaging used on products or that durable, long-lasting forms of reusable packaging be used. While packaging containing post-consumer recycled material or recyclable packaging is considered better than wasteful packaging, reduced or reusable packaging is preferred.

### **1.5 Environmental attributes of company**

1.5.1 It is desirable that suppliers to the City of Richmond have an environmental policy statement approved at the executive level and implemented across the company.

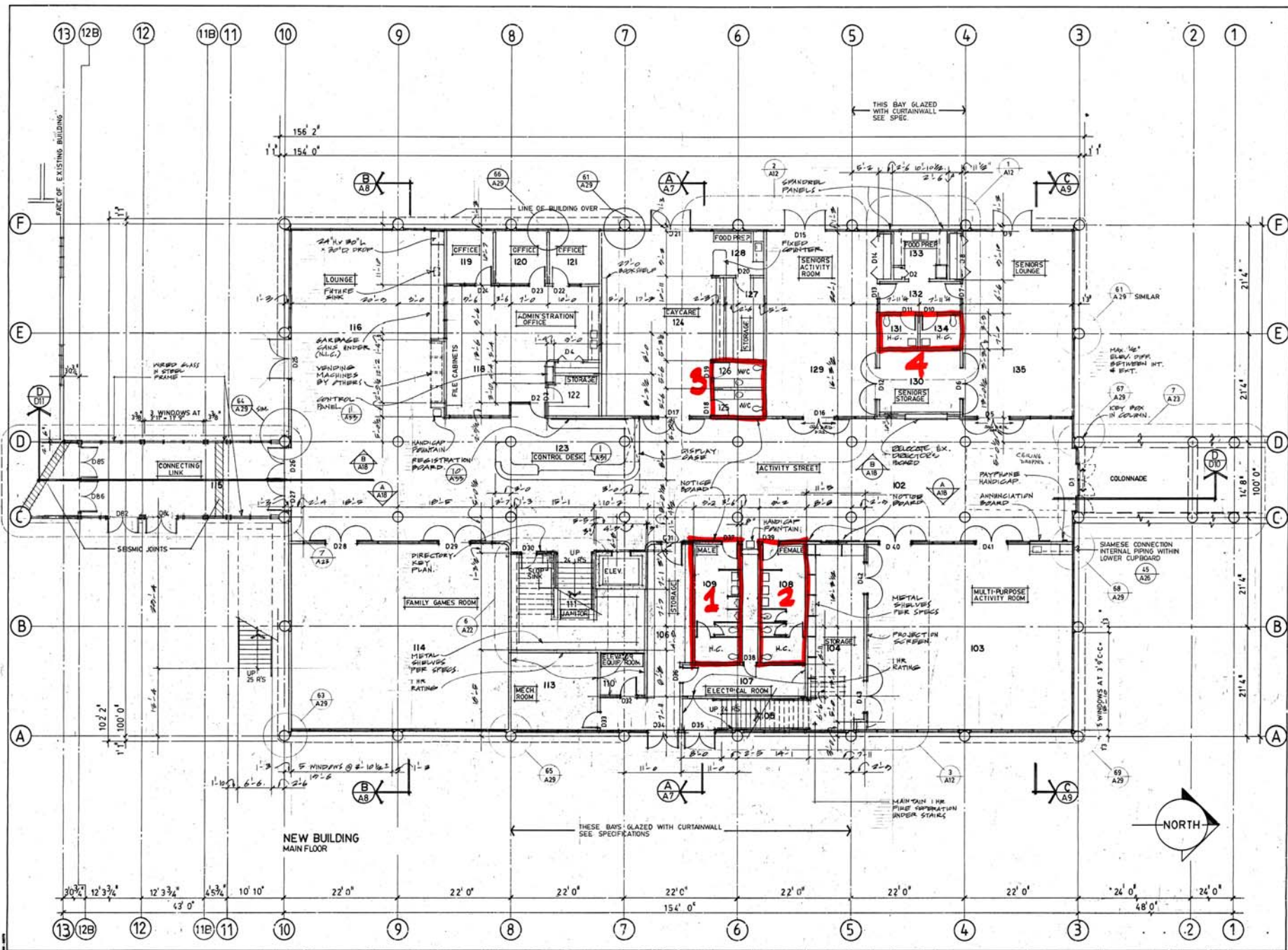
1.5.2 Suppliers who have pursued environmental certification such as ISO 14001 should include this information with their bid. The ISO 14000 Series is a set of international standards for voluntary environmental management for both private and public organizations. It is designed to promote environmental compliance, ensure a commitment to pollution prevention, and foster continual improvement of environmental performance through efficient environmental management.

- 1.5.3 The City of Richmond strictly subscribes to an environmental policy that requires all suppliers to be in compliance with all environmental laws and regulations regarding the manufacture, processing, handling, provision, disposal and waste management of goods and services.

**1.6 Environmental purchasing resources**

- 1.6.1 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site at:

<http://www.richmond.ca/services/environment/policies/purchasing.htm>



AS BUILT DRAWINGS

NO.	DATE	DESCRIPTION
1	1990	ISSUED FOR CONSTRUCTION
2	1990	ISSUED FOR PERMITS
3	1990	ISSUED FOR PERMITS
4	1990	ISSUED FOR PERMITS
5	1990	ISSUED FOR PERMITS

title \_\_\_\_\_  
scale 1/8" = 1'-0"  
date SEPT. 14 1990  
drawn checked  
job no. 8923  
sheet no. A-2

**GROUND FLOOR LAYOUT - WASHROOM UPGRADES**

Drawings are to be read in accordance with the notes on the drawings and the specifications. The contractor shall be responsible for the interpretation of the drawings and specifications. The architect shall not be responsible for the contractor's interpretation of the drawings and specifications.

1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION

title: **WASHROOM UPGRADE**  
**SECOND FLOOR**  
 scale: 1/4" = 1'-0"  
 date: SEPT. 14 1990  
 drawn: checked  
 job no.: 8923  
 sheet no.: A-13

**2ND FLOOR WASHROOM UPGRADE**

Drawings are to be read in conjunction with each other and all dimensions shall be as shown unless otherwise indicated. The contractor shall be responsible for ensuring that all work is completed in accordance with the requirements of the National Building Code of Canada and the applicable local codes. © copyright Ankenman Associates Architects Inc. All rights reserved.

