



4019P – Design, Supply and Installation of Storage Solution for Parts Storage Room

1. Introduction

- 1.1. The City of Richmond (the “City”) requires a consultant to provide detailed design services, and supply and installation services (“the Services”) for a storage solution at the City’s Public Works Yard. The storage solution shall include shelves, drawers, bins, and any other storage components to be used for automotive parts and general shop supplies in the City’s fleet vehicle Parts Storage Room based on the project specifications outlined in this Request for Proposal.
- 1.2. The objective of this request for proposal is to provide the City with responses from qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

- 2.1. Proponents are requested to submit four (4) copies of their Proposal marked “4019P - Design, Supply and Installation of Storage Solution for Parts Storage Room” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

12:00 Noon, local time, on Wednesday, November 10, 2010

- 2.2. All questions relating to this RFP must be directed to Sumita Dosanjh, Buyer II – Contracting Specialist by email to purchasing@richmond.ca by 12:00 noon, local time, on Tuesday, November 02, 2010. Inquiries and responses relating to this RFP will be distributed by email to the invited proponents. It is the sole responsibility of each Proponent to ensure that they have received all amendments and addenda related to this RFP.
- 2.3. The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

- 2.4. Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 2.5. Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 2.6. Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the City of Richmond's Website (<http://www.richmond.ca/busdev/tenders.htm>), and/or BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) to ensure that all available information has been received prior to submitting a proposal.
- 2.7. Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 2.8. Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 2.9. A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 2.10. The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 2.11. The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 2.12. All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

3. Negotiations

3.1. The award of any contract is subject to negotiations with any Proponent. Such negotiations may include, but are not limited to, the following:

- i. Changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- ii. Price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- iii. Specific contract details as deemed reasonable for negotiation by the City of Richmond.

3.2. If a written contract cannot be negotiated within sixty (60) days of notification to the preferred Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the preferred Proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

4. Review of Proposals

4.1. The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.

4.2. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

4.3. Proposals will be reviewed on the following criteria:

- i. Compliance with the British Columbia Building Code 2006, and Fire Code 2006,
- ii. Methodology /understanding of scope of work,

- iii. Previous relevant experience,
- iv. Capability, Company and Team Lead experience,
- v. Fees,
- vi. Project Deliverables,
- vii. Ability to meet proposed completion deadline, and
- viii. References

4.4. Proponents may be scheduled for an interview at the discretion of the City.

5. Non-Conforming Applications

5.1. Proposals which fail to conform to the format requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to closing time.

6. RFP Process

6.1. The City may unilaterally take the following actions, and shall not be liable for any such actions:

- i. amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- ii. reject or accept any or all Submissions;
- iii. cancel the RFP process at any time and reject all submissions; or
- iv. cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

6.2. The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

7. Information Disclaimer

7.1. The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to the service provider pursuant to this RFP.

7.2. The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

7.3. The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

8. Project Background

The City has identified operational deficiencies that are resulting in inefficient parts flow to and from the storage area. The City would like to improve the operational efficiency of this area by replacing the storage units to meet current standards and by rearranging the shelving and inventory to facilitate the flow of parts.

The current facility includes a ground floor (approx. 1000 sq. ft.) and a mezzanine (approx. 725 sq. ft.). The City's inventory, valued at nearly \$300,000, includes vehicle parts (oil filters, air filters, fuel filters, brake components, electrical components, wiring, belts , lights, etc.), vehicle fluids (oil, transmission fluid, fuel additives, etc), equipment parts for large and small equipment (pumps, brushes, batteries, etc), general shop supplies (shop towels, absorbent

spill pads, spray paint, grease , cleaners etc), electronics (radios/CD players, brake controllers etc) and large boxed items (light bars, cargo racks, seats, etc).

Facility users are limited to heavy duty mechanics, small engine shop mechanics, welders and garage office staff. These users typically access the area through the administration area. Additional access points to the facility include a 4.5 m. wide overhead bay door and exterior personnel door, both of which require authorization from the garage staff; there is also locked personnel door between the mezzanine and garage lunch room. The mezzanine is accessed via a set of stairs inside the Parts Storage Room, while parts are transported to the mezzanine using the overhead hoist.

To begin the design process the City has engaged the services of a facility planning consultant to provide recommendations for the general layout of the facility, general storage requirements, parts layout and code requirements. The recommended layout is shown in Appendix A – Parts Storage Room Design Layout.

9. Site Meeting

- 9.1. To assist potential Proponents, the City will be hosting a voluntary vendor information session and tour of the facility at 5599 Lynas Lane in the City of Richmond on Thursday, October 29, 2010 at 10:00 am. Personal protective equipment is required and will NOT be provided by the City. The City strongly encourages all potential Proponents to attend this tour. No other tours will be organized or arranged for this project. Vendors are asked to sign in at the Works Yard Dispatch and meet in the Works Yard Conference Room. Please RSVP to Sumita Dosanjh, Buyer II – Contracting Specialist by email to purchasing@richmond.ca.

10. Project Schedule

- 10.1. The proposed target completion date for shelving construction is December 15, 2010. A detailed project schedule must be included as part of the bid submission. The anticipated contract award date is November 22, 2010. Note that construction cannot begin prior to November 22, 2010 to accommodate facility painting.

11. Project Scope

- 11.1. The project scope includes the design, supply and installation of storage units that:

11.1.1. Provide adequate and functional storage including but not limited to shelving, drawers, cabinets, peg boards, hose dispensers and racks etc. for the current inventory.

11.1.2. Are designed and constructed to support loading imposed by automotive and fleet parts inventory including heavy items such as brake assemblies for tandem dump trucks, snow plough wear shoes and snow plough wheels and large items such as bulk heads (boxed) and warning arrow bars (boxed).

11.1.3. Are designed and constructed to meet British Columbia Building 2006 and Fire Codes 2006.

11.1.4. Include a professional engineer's recommendation, review and letter of certification for static restraint (anchoring and bracing) and static loading of the storage units.

11.1.5. Are designed to accommodate the installation of additional units in the future.

12. Proposal Submissions

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

12.1.1. Compliance

Clearly define compliance with current BC Building and Fire Codes. Proponents are required to include a statement on code compliance.

12.1.2. Methodology

Describe the methodology you propose to use to deliver this project: what the key features are, what challenges you perceive, etc.

Provide a description of your understanding of the project objectives/outcomes and vision, and how these will be achieved.

Include your proposed project schedule. Identify milestones, key activities, project meetings, beginning and end of construction.

12.1.3. Capability

Provide a brief history of your organization, including date founded, ownership, and any subsidiary relationships.

Provide a list of relevant client references, including contact persons and telephone numbers. Relevant list should, if applicable, include at least 1 client in the municipal government sector.

Provide confirmation of your project team. Provide specific information regarding each team member's involvement. Provide a detailed listing of project lead's experience. Include relevant experience, qualifications, for this project,

roles and responsibilities, leadership, etc., in addition to their availability for this project.

Provide a list of subcontractors that the proponent proposes to use to carry out the work and describe the portions of work to be sublet

Identify the professional engineer who will be providing certification for the work and include the area of his/her expertise.

12.1.4. Fees

Proponents are requested to include a fee schedule that includes:

- i. Fixed fee for the Storage Solution. Include in the fee schedule, a time allotment and fee breakdown for each identified task you propose to employ to carry out the work.
- ii. Clearly identify those services that are not included in the Fixed Fee.
- iii. Include a schedule of hourly rates for all team members to be applied for additional services and changes to the scope of work through the duration of the project.
- iv. Include an estimated schedule of disbursements and applied administrative overheads.
- v. The selected Proponent will not be entitled to any additional or extra fees or disbursements without the expressed written approval, properly authorized in advance by the City of Richmond.

12.1.5. To aid in the Proponent evaluation and selection process and to ensure that all information is considered, please consider and comment on the following topics, issues, statements or questions in your Proposals:

- i. Include an Executive Summary providing a brief summary of the key points in your Proposal.
- ii. Include a complete definition of the process that will be employed to meet the objectives of this project, e.g. approach to be taken, feasibility and site studies.
- iii. Include a statement on contract compliance.

13. Alternate Proposals

- 13.1. Note that proponents may propose an alternative layout that meets the criteria outlined in this RFP and conforms to the applicable codes and regulations.
- 13.2. The City is not obligated to accept any alternatives.

14. Award of Contract

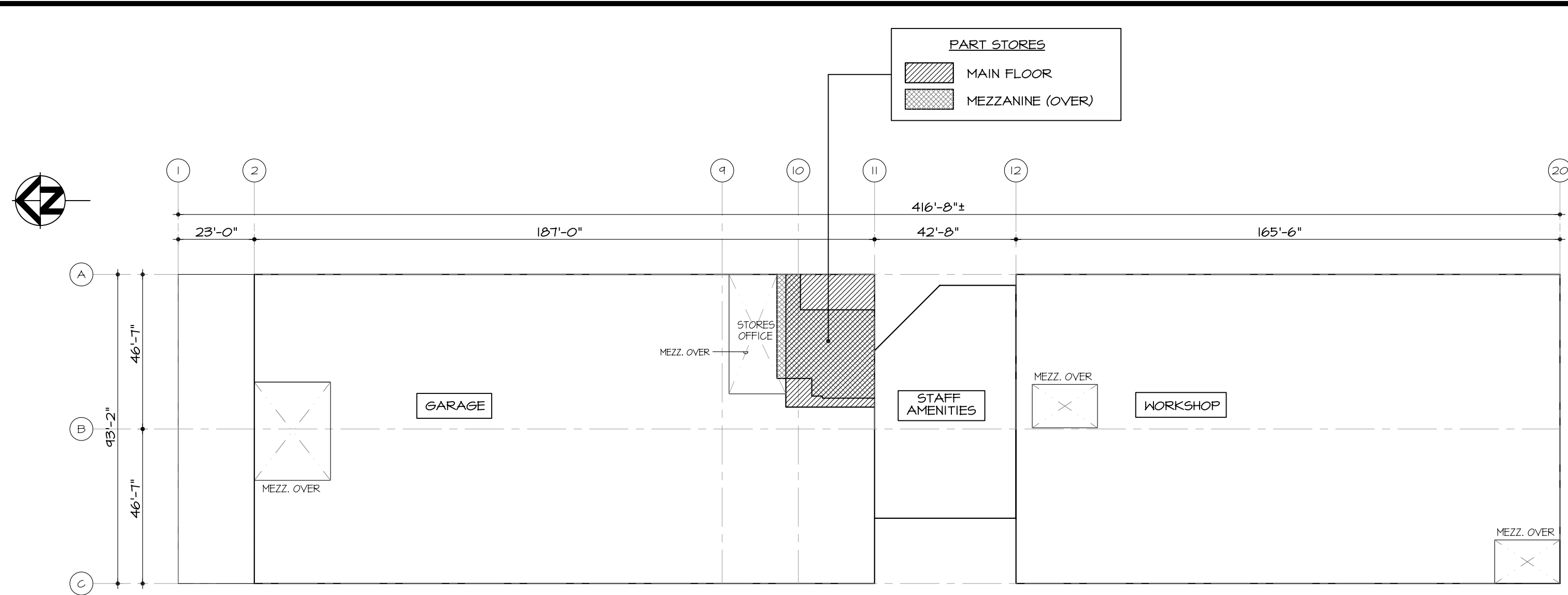
- 14.1. The purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the successful Proponent and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence 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 attached as Appendix B – Terms of Agreement;
 - b. Or any mutually agreed to amendments between the Proponent and the City;
 - c. The RFP and any subsequent addenda; and
 - d. The Proposal

- 14.2. The successful Proponent is required to have a valid City of Richmond business license prior to Contract execution.

15. Insurance

- 15.1.1. The successful Proponent will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 15.1.2. Proponents shall have the Undertaking of Liability Insurance Form Letter L1-1 included as Appendix C – Liability Insurance Form Letter L1-1 within the document completed and submitted with their Proposal.
- 15.1.3. All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

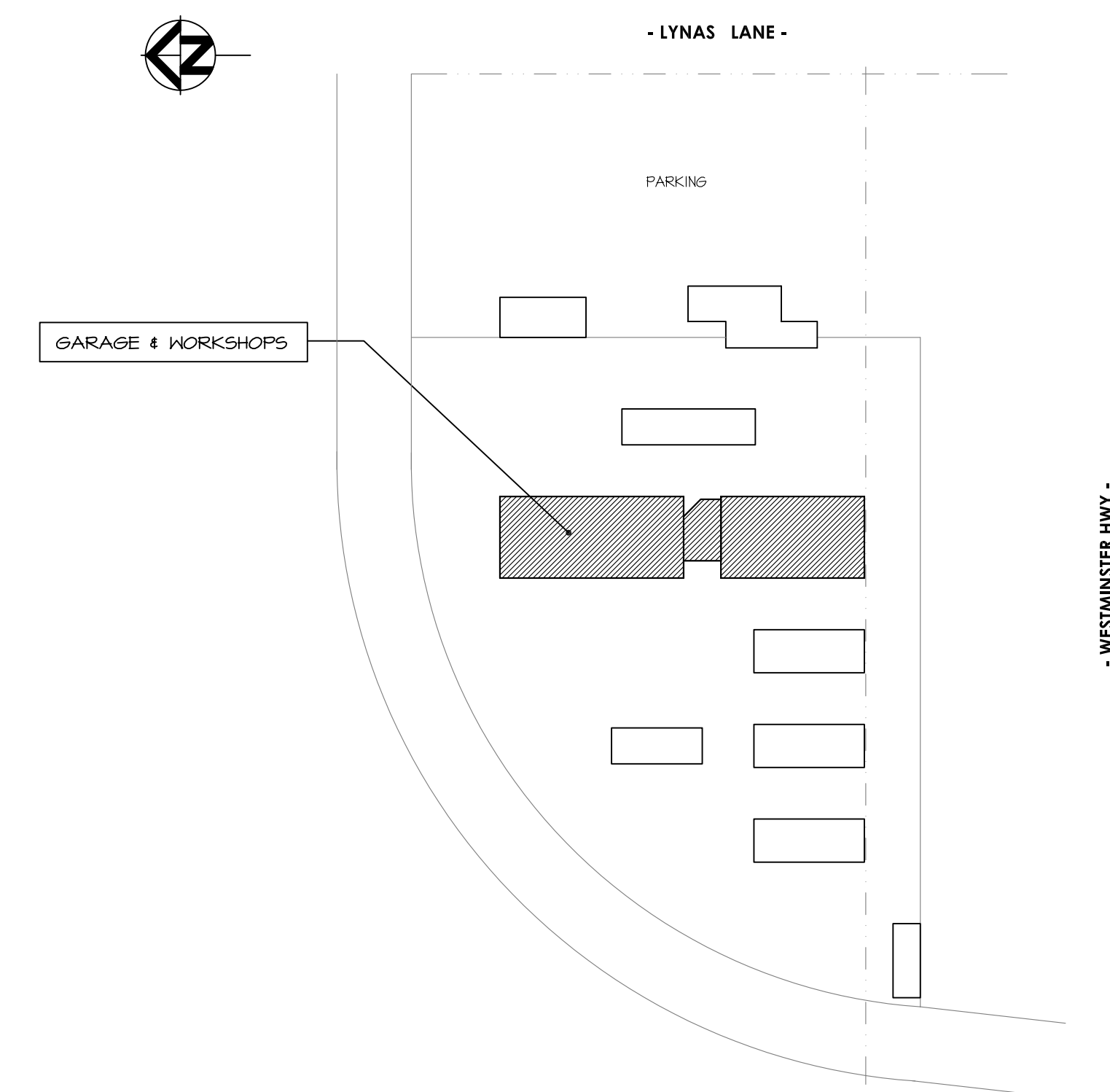
Appendix A – Parts Storage Room Design Layout



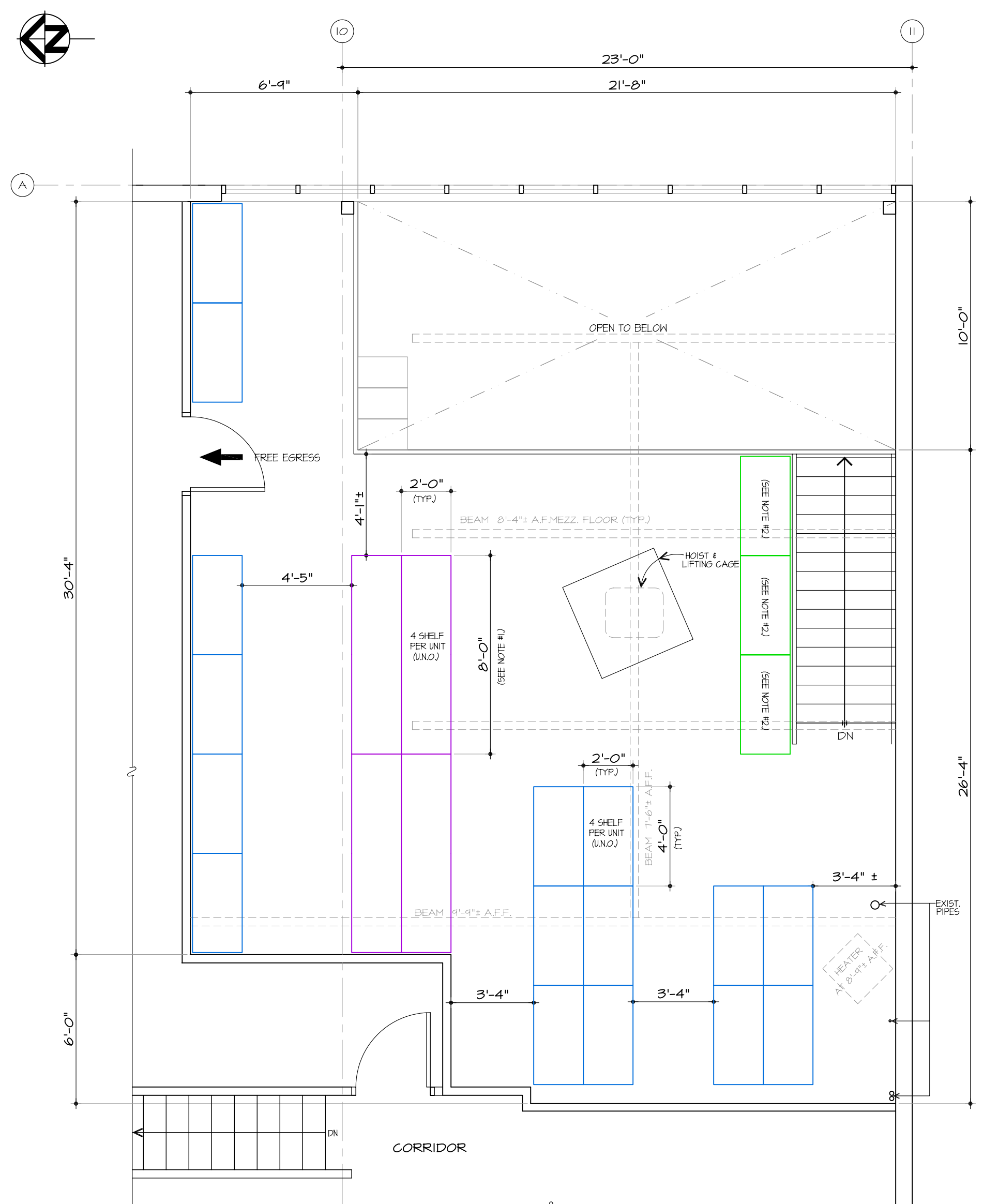
BUILDING / KEY PLAN
SCALE: 1"=30'-0"

BUILDING & CODE REVIEW

BUILDING AREA: 35,500 SQ. FT. ± (3,300 SQ. M. ±)
 PARTS STORE MAIN FLOOR AREA: 1,000 SQ. FT. ±
 PARTS STORE ENCLOSED MEZZANINE FLOOR AREA: 725 SQ. FT. ±
 MEZZANINE DESIGN LIVE LOAD: 150 P.S.F.
 F2 / NON-SPRINKLERED / ONE STOREY WITH MEZZANINES
 BCBC 2006 CLASSIFICATION - NON CONFORMING W/O SPRINKLERS

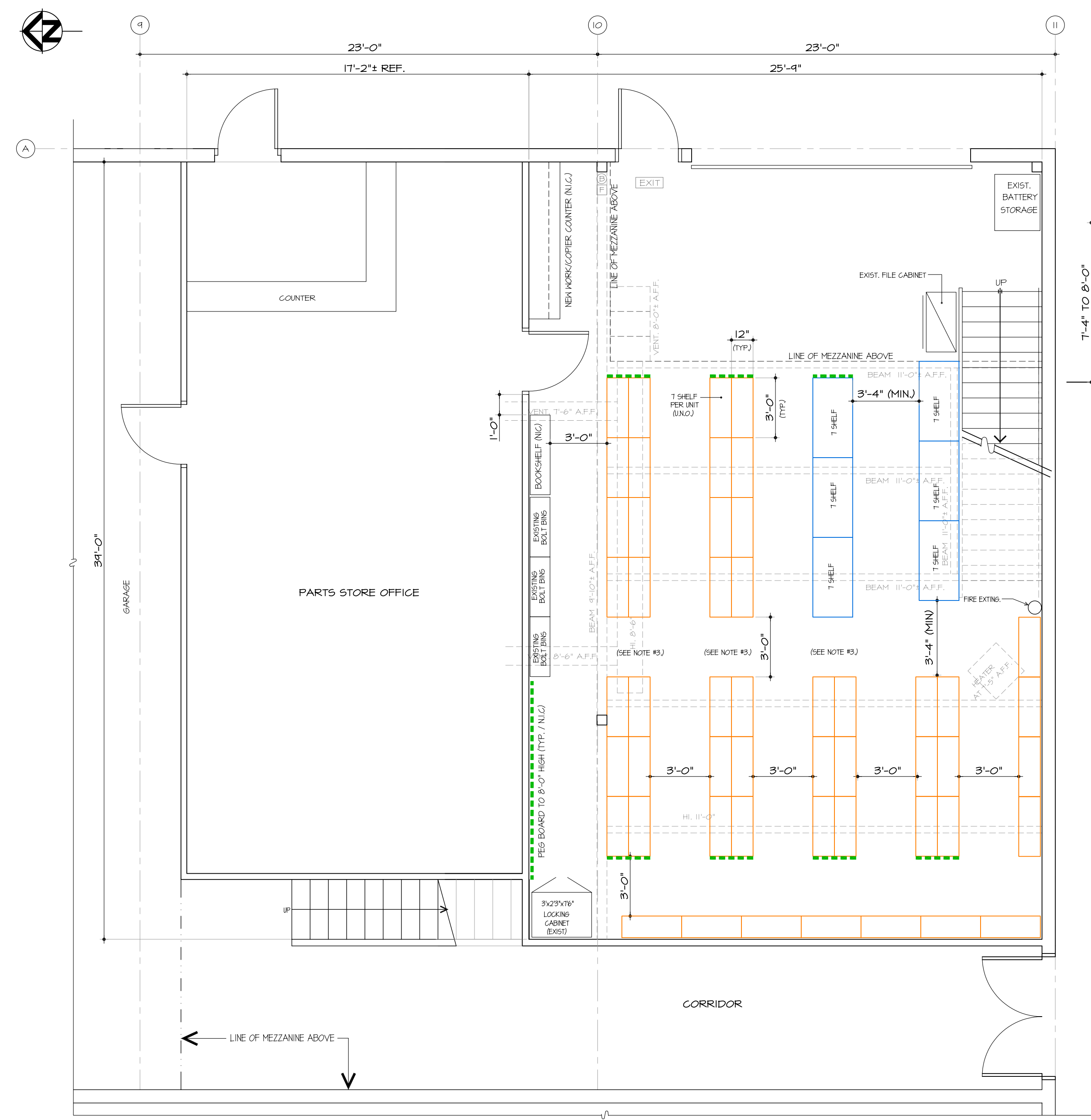


SITE / KEY PLAN
SCALE: N.T.S.



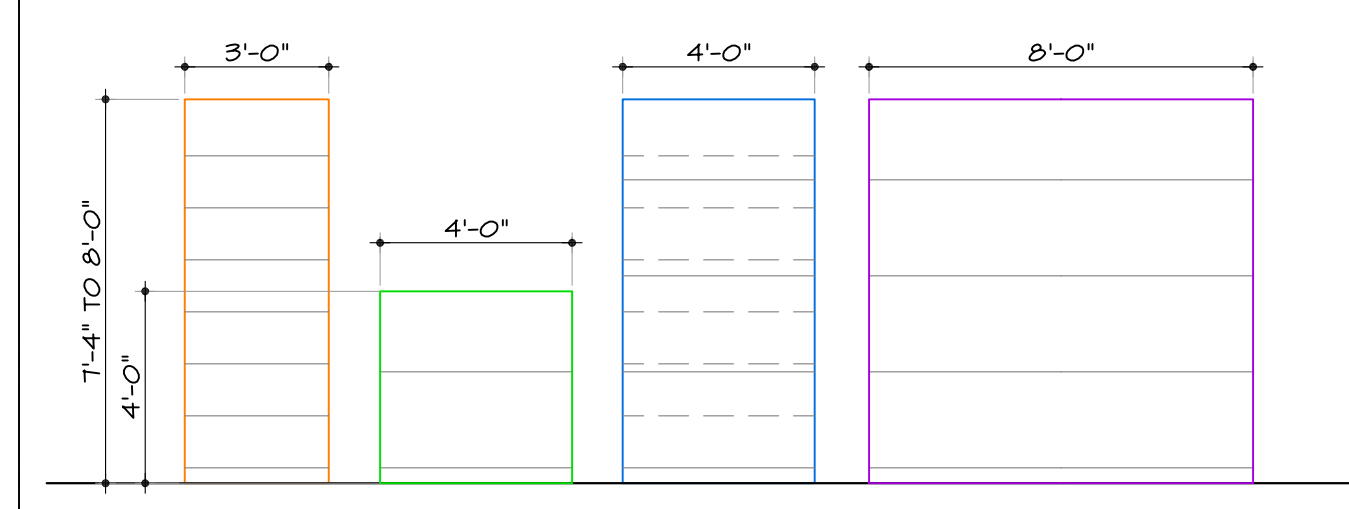
PARTIAL MEZZANINE FLOOR PLAN
SCALE: 1/4" = 1'-0"

ALL CONSTRUCTION SHOWN IS EXISTING UNLESS OTHERWISE NOTED



MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

ALL CONSTRUCTION SHOWN IS EXISTING UNLESS OTHERWISE NOTED



ELEVATIONS
SCALE: 1/4" = 1'-0"

SHELF UNIT	QUANTITY	SHELF/UNIT
1' X 3' X 8'	51	7
2' X 4' X 4'	3	2
2' X 4' X 8'	22	4 / 7
2' X 8' X 8'	4	4

GENERAL NOTES:

- SUCCESSFUL CONTRACTOR TO CONFIRM FINAL LAYOUT, SHELF QUANTITY & SHELF HEIGHTS WITH CLIENT PRIOR TO INSTALLATION.
 - SHELVING UNIT DIMENSIONS ARE APPROXIMATE SUBJECT TO BIDDER'S AVAILABLE PRODUCTS.
 - SHELVING UNIT HEIGHTS SUBJECT TO BIDDER'S AVAILABLE PRODUCTS AND SITE CONDITIONS FOR CLEARANCES.
- NOTE #1** - 8'-0" CLEAR AREA FOR LONG BOXES IS REQUESTED, SUBJECT TO AVAILABILITY AND SAFE SHELF / LOAD CAPACITIES.
- NOTE #2** - 4'-0" ± HIGH UNITS WITH 2 SHELVES PER UNIT. SHELVES INTENDED FOR SNOW PLOW PARTS. TOTAL U.D.L. ACROSS ALL THREE UNITS 3,500 LBS. ±. (SITE CONFIRM WITH CLIENT).
- NOTE #3** - CROSS AISLE SHOULD BE SPACED TO ACCEPT OPTIONAL OR FUTURE 1' X 3' MATCHING SHELVING.

OCT. 26/10	ISSUED FOR R.F.P.	B
OCT. 14/10	ISSUED FOR REVIEW	A

Streamline
Facility Planning Corporation

#250 - 4311 Viking Way Tel: (604) 207-1190
 Richmond, BC V6V 2K9 Fax: (604) 207-1194

Copyright of this drawing and design is reserved by Streamline Facility Planning Corporation, and cannot be used or reproduced without written consent. This drawing has been developed for a specific purpose. Use for any other purposes is not sanctioned. Read the full set of drawings as a whole document. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and shall request clarification of doubtful information, errors, or discrepancies.

OWNER:
CITY OF RICHMOND

PROJECT:
PARTS STORE SHELVING SYSTEM

5544 LYNAS LANE
RICHMOND, B.C.

FLOOR & KEY PLANS		
Scale	1/4" = 1'-0" / AS NOTED	
Date	SEPTEMBER, 2010	
Drawn by	H. DUNSTAN / E. VANCE	
Project	Drawing	Revision
10109	G1	B

Appendix B - Terms of Agreement

1. 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;

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

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

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the Work 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.”;

“HST” means the harmonized sales tax 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.

“Proposal” means the Proponent’s response submitted by the Proponent in response to the RFP;

“RFP” means this Request for Proposal;

“Requirements” means all of the Specifications, requirements and services set out in the RFP 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 Services;

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

2. 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 the Proposal or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5. 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.

2.6. The Contractor, if awarded the Contract, will ensure that every Subcontractor is bound by a legal agreement with the same terms and conditions of the Contract.

3. 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. 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 the Proposal provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, subcontract, 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. 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. Laws, Permits and Regulations

6.1. The laws of British Columbia shall govern the Contract.

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. 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. 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 RFP.

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. 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 RFP.
- 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 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. 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 coverage:

- 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 coverage:
 - i. Contractual liability assumed under this agreement.
 - ii. Contingent employer's liability with respect to operations of sub-contractors.
 - iii. Owner's protective liability.
 - iv. Cross liability.
 - v. Automobile liability (non-owned, hired).
 - vi. Completed operations liability 24 months after completed operations.
 - vii. 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 and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.
- 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
- 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. 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:
- i. 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;
 - ii. in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;

- iii. any failure of the Contractor to meet the safety requirements of the Contract;
 - iv. 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
 - v. 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 City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

12. 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.
- 12.2. The Contractor may be required to accept payment by purchasing card (MasterCard). Preference may be given to a Proponent who has or is willing to expand their system to provide Level III reporting detail.

13. 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 HST.
- 13.3. Non-resident Withholding Tax – Intentionally Omitted

14. Performance Bond – Intentionally Omitted

15. 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 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. 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. 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. Conduct of the Contract

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

19. 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 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. 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. 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.

22. Delivery

22.1. Deliveries shall be made to:

City of Richmond
Public Works Yard
5599 Lynas Lane

23. Changes in Requirements

23.1. 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.

23.2. 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.

(To be submitted with Proposal)

Appendix C - 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 Request For Proposal and specifically that the insurance required by such Proposal shall be consistent with the requirements therein.

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

EXCEPTIONS:

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.