



**REQUEST FOR QUOTATION 4215Q
SUPPLY AND INSTALLATION OF STEEL PILES AT GARRY POINT PARK**

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 local time on Friday, February 25, 2011 at 3:00 pm.

NOTES:

1. Three (3) copies of 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.

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

Kerry Lynne Gillis - Buyer II - Contracting Specialist

email: purchasing@richmond.ca

The deadline for all enquiries is Friday, February 18, 2011 at 5:00pm, local time.

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REQUEST FOR QUOTATION 4215Q
STEEL PILES AT GARRY POINT PARK

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART B – GENERAL CONDITIONS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for the supply and installation of steel piles at Garry Point Park 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.
- 3.2 A variable length or number of pipe/piles may be required for the pipes to achieve the desired penetration depths and cut-off elevations. Bidders are required to provide separate unit pricing for lineal feet of pipe/piles where required on the Quotation Form in Part D – Quotation Form.
- 3.3 An environmental consultant may be required if Bidders propose to perform the Work using a hammer with an acceleration mechanism other than gravity as stated by FREMP & ERC's Mitigation Measures. A contingency of \$7,500.00 should be included where required on the Quotation Form in Part D – Quotation Form for the services of an environmental consultant.

4.0 Inquiries and Clarifications

- 4.1 It is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda 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 amendment or addendum will be published on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City's website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

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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.

6.0 Pre-Bid Meeting

- 6.1 This section is left blank, intentionally.

7.0 Submission of Quotation

- 7.1 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 (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.
- 7.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 7.3 The Bidder shall submit Three (3) copies of its Quotation in accordance with the instructions stated herein.
- 7.4 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.
- 7.5 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.
- 7.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 7.7 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.

PART B – GENERAL CONDITIONS

7.8 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.

8.0 Conflict of Interest

8.1 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.

9.0 Evaluation of Quotations

9.1 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.

9.2 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.

9.3 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

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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.

- 9.4 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.
- 9.5 Preference may be given to Quotations offering environmentally beneficial products or services.

10.0 Acceptance and Rejection of Quotations

- 10.1 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;
 - 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.
- 10.2 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.
- 10.3 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.

11.0 Award of Contract

- 11.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

PART B – GENERAL CONDITIONS

- 11.2 The City will confirm the start of the Work under the Contract by way of issuing a notice proceed to the successful Bidder.
- 11.3 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 amendments or addenda.
- 11.4 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.
- 11.5 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

12.0 Publication of the Results of the Request for Quotation

- 12.1 The City will publish the name of the successful Bidder on the websites listed in section 4.1. No other notices will be issued by the City. Bidders are advised to visit these websites to obtain the results of this Request for Quotation.

13.0 Quantities

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

14.0 Brand Names – Intentionally Omitted

15.0 Alternates and/or Variations to Specifications

- 15.1 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

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meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

15.2 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.

15.3 The City is not obligated to accept any alternatives.

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

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

16.1 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.

17.0 Confidentiality

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

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

18.0 Insurance

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

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

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

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

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19.0 Undertaking of Liability Insurance and Undertaking of Surety

19.1 The Bidder's Quotation shall be accompanied by an Undertaking of Surety and an Undertaking of Liability Insurance conforming to the samples given in Part D of this Request for Quotation.

20.0 Bid Bond

20.1 All Quotations are 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 ten (10%) percent of the TOTAL QUOTED AMOUNT. Bidders may submit a Bid Deposit, in the form of a certified cheque, in an amount not less than ten (10%) percent of TOTAL QUOTED AMOUNT drawn up in the name of the Owner, in lieu of a Bid Bond.

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

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

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

“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

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the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

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

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

“Quotation” means the Bidder’s response made on the Quotation form set out on Part E 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” and “Works” 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, as described in Part C – Requirements, subsection 1.1.

2.0 Personnel

2.1 Qualified Personnel

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

2.2 Replacement of Personnel or Sub-Contractors

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

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2.3 City's Own Forces and Other Contractors

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

3.0 Subcontractors

- 3.1 The Contractor will perform the Work using its own personnel and those subcontractors and consultants as may be listed in *Part D - Quotation Form* and approved by the City, and will bind all approved subcontractors and consultants to the terms of the Contract Documents, as applicable to the subcontractors and consultants work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors, consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor (collectively, the "Subcontractors").
- 3.2 All Subcontractors are the responsibility of the Contractor.
- 3.3 The Contractor shall be held as fully responsible to the City for the acts and omissions of its Subcontractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 3.4 The Contractor agrees to ensure performance by every Subcontractor and of persons directly or indirectly employed by the Contractor with the terms and requirements of the Contract Documents.
- 3.5 No Subcontractors 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.
- 3.6 The Contractor will list below all Subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor and consultants will be undertaking.
- 3.7 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.8 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

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4.0 Independent Contractor

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

5.0 Assignment

- 5.1 The Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the "List of Subcontractors" 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 Subcontractors 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.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Notice to Proceed

- 6.1 The Contractor will commence the Work in accordance with the City's *Notice to Proceed*. The Contractor will proceed with the Work diligently, will perform the Work in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work not later than sixty (60) working days from the date of commencement as given in the *Notice to Proceed* subject to the provisions of the Contract Documents for adjustments to the Contract term. Work under this Contract must be completed by April 29th, 2011.

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7.0 Time of the Essence

7.1 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.

8.0 Laws, Permits and Regulations

8.1 The laws of the province of British Columbia shall govern the Contract.

8.2 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.

9.0 Inspection

9.1 The Work is subject to inspection and in case all or any part of the Work is 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 it or to require correction.

9.2 The City shall be the final judge of Work in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

9.3 The City will not be deemed to have accepted Work by virtue of a partial or full payment for it.

10.0 Use of Premises

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

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

11.0 Light, Power, and Heat

11.1 The City's supply of electrical energy will be available to the Contractor without charge.

PART B – GENERAL CONDITIONS

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

12.0 Quality of Workmanship and Materials

- 12.1 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.
- 12.2 The whole of the Works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the Work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.
- 12.3 All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.
- 12.4 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.
- 12.5 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.

13.0 Warranty

- 13.1 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).
- 13.2 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.

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- 13.3 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.
- 13.4 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.
- 13.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

14.0 Indemnification and Insurance

- 14.1 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.
- 14.2 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.
- 14.3 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, trademarks, 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.
- 14.4 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

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- 14.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 - 1. Contractual liability assumed under this agreement.
 - 2. Contingent employer's liability with respect to operations of sub-contractors.
 - 3. Owner's protective liability.
 - 4. Cross liability.
 - 5. Automobile liability (non-owned, hired).
 - 6. Completed operations liability 24 months after completed operations.
 - 7. Voluntary medical payments.
 - b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than eighty (80%) percent of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 14.6 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.
- 14.7 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

PART B – GENERAL CONDITIONS

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.

- 14.8 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
- 14.9 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.
- 14.10 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.

15.0 Workers' Compensation Board Coverage/Prime Contractor

- 15.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.
- 15.2 The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors,

PART B – GENERAL CONDITIONS

workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

- 15.3 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
- 15.4 The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

16.0 Cancellation

- 16.1 The City may cancel this Contract at any time, for any reason it wishes by giving the Contractor not less than five (5) working days notice of termination (the "Notice Period"). This Contract terminates on the expiry of that Notice Period. If this Contract is terminated pursuant to this Section 15.1 prior to the completion of the Work, the City shall pay the Contractor for the Work completed to the expiry of the Notice Period.
- 16.2 Within fifteen (15) days after the effective date of such termination the Contractor shall deliver an invoice to the City for the applicable amount. Subject to Section Seventeen (17), the City shall pay the amount of that invoice within thirty (30) days after its receipt by the City. Other than as expressly provided in this section, the Contractor is not entitled to, and waives, any remuneration, compensation or damages, in lieu of notice or otherwise, in respect of termination of this Contract.

PART B – GENERAL CONDITIONS

17.0 Termination

- 17.1 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.
- 17.2 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).
- 17.3 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.

18.0 Payments

- 18.1 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.
- 18.2 The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.

PART B – GENERAL CONDITIONS

18.3 Except for the final payment, the City shall holdback ten (10%) percent of the amount of progress claims. The City shall pay the holdback fifty-five (55) days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

19.0 Taxes

19.1 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).

19.2 Invoices shall show the appropriate amounts for HST.

20.0 Non-resident Withholding Tax

20.1 This section is left blank, intentionally.

21.0 Liens

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

22.0 Patent Fees

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

23.0 Performance and Labour and Materials Payment Bonds

23.1 The successful Contractor must, within fifteen (15) days from the date of acceptance, provide a Performance Bond and a Labour and Materials Payment bond each in the amount of fifty (50%) percent of the total Contract Price. Such will be the surety(s) for the contract and must 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 Solicitor. Cash deposits, certified cheques and

PART B – GENERAL CONDITIONS

letters of credit (in a form satisfactory to the City's Solicitor) each in the amount of fifty (50%) percent of the total Contract price are acceptable in lieu of a Performance Bond and Labour and Materials Payment Bond. No interest will be paid to the Contractor on cash deposits.

24.0 Protection of Person and Property

- 24.1 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.
- 24.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.
- 24.3 The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

25.0 Clean Up

- 25.1 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.

26.0 Character of Workers

- 26.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
- a) Lack of or failure to obtain any required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;
 - d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
 - e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or

PART B – GENERAL CONDITIONS

f) Any action which may constitute a public nuisance or disorderly conduct.

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

27.0 Conduct of the Contract

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

28.0 Rectification of Damage and Defects

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

29.0 Failure to Perform

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

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

PART B – GENERAL CONDITIONS

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

30.0 Dispute Resolution

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

31.0 Delivery

- 31.1 Deliveries shall be made to Garry Point Park during the period of April 6th –29th, 2011 (depending on the completion date of the pontoon floats) and between the hours of 7:00AM and 5:00PM on any normal working day.

32.0 Changes in Requirements

- 32.1 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.
- 32.2 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.

PART B – GENERAL CONDITIONS

33.0 Notices

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

PART C – REQUIREMENTS

PART C - REQUIREMENTS

1.0 Location of Work

- 1.1 Garry Point Park (southwest corner of Richmond's Fraser River). Specifically, the South Foot of Waterfront located at 12011-7th Avenue, Steveston, Richmond, B.C.

2.0 Scope of Work

- 2.1 The principle Work described herein is to be carried out in accordance with the designs and specifications shown on the drawings A-101, A102, and A303.
- 2.2 The Work includes the supply and installation of twelve (12) – eighty foot long (80'-0) x thirty inch (30") Diameter x Half Inch (1/2") wall thickness steel pipe mooring piles.
- 2.3 A variable length or number of pipe/piles may be required for the pipes to achieve the desired penetration depths and cut-off elevations.
- 2.4 The Works shall be completed and coordinated in conjunction with the construction of the Pontoon Floats by the City of Richmond. The complete Works shall include the supply and installation of the piling at Garry Point Park waterfront by April 29th, 2011.
- 2.5 The installation shall be done in accordance with the Fraser River Estuary Management Program (FREMP) and the Environmental Review Committee (ERC) mitigation measures for construction within the Fraser River and Shoreline. The City anticipates that construction permits from all Federal Agencies will be received by the end of February, 2011. Copies of the permits will be provided to the Contractor when received.
- 2.6 An environmental consultant may be required if the Contractor performs the Work using a hammer with an acceleration mechanism other than gravity as stated by FREMP & ERC's Mitigation Measures. The Contractor shall be responsible for retaining the environmental consultant and fees to the City shall not exceed the quoted contingency amount of \$7,500.00.
- 2.7 The Work shall include the supply of all materials, tools, equipment, power, labour and supervision necessary for its completion, also the delivery, unloading, safe storing and handling of all materials; the provision for machinery and plant and all other items required for the proper construction, completion and maintenance of the Work.

PART C – REQUIREMENTS

3.0 Design Criteria and Execution**3.1 PILES**

- a) Pile driving criteria: driven to 8.0m (26'-0) penetration when substrate depths are suitable.
- b) An engineer shall be appointed by the Contractor to monitor and approve final driven condition and provide signed documentation to the City.
- c) Pile cut-off elevations to be 4500mm (10'-0) above high water large tide
- d) Pile tolerances shall conform to the following:
 1. Piles shall be driven such that variation from vertical does not exceed quarter inch (¼') per foot.
 2. Pile head after cut-off to correct elevation shall not be out of position by more than 75mm (3") in either direction.
 3. Piling Contractor shall keep record of the driving of each pile that includes the following:
 - a. length of pile,
 - b. depth driven, and
 - c. average penetration of last five (5) blows.

3.2 STEEL PIPE

- a) Steel Pipe shall be pipe conforming to ASTM A252, Grade 3 (fy 310 Mpa) with a minimum half inch (1/2") wall thickness.
- b) An engineer shall be appointed by the Contractor to visually inspect and provide signed documentation to the City, prior to approval for use.
- c) Splices using full penetration butt welds with two inch (2") wide backing strips and procedures conforming to CSA W59. Splices to be located in the upper section of the pile.
- d) Steel pipe piles to be prepped and shop primed in accordance with CISC/CPMA-2-73a "Quick Dry Primer". Coat lengths of pipe piles with two (2) coats (8 MIL each) of a marine grade, self priming, and approved for immersion epoxy paint.
- e) Technical data of coating to be applied must be submitted to the City for approval prior to application.
- f) Inspection of surface preparation and coating film thickness measurement may be requested by the City's engineer at any time during and after application of all coatings.

PART C – REQUIREMENTS

- g) Paint shall be used for the coating of pile caps and bolts for the zinc plates.
 - 1. Steel pipe pile lengths exposed to submerged conditions are to be cathodically protected. Bolts to be welded onto piles and Zinc Plates to be mounted on bolts.
 - 2. Pile caps to be supplied and installed by Contractor with a minimum quarter-inch ($\frac{1}{4}$ “) inch plate thickness and a quarter inch ($\frac{1}{4}$ “) over-size diameter of the piles; these shall be welded air-tight to the tops of each pile to extend life of the piles.

PART D – QUOTATION FORM

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, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract, Specifications and Drawings, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$ _____

LINEAL FEET OF PIPE/PILES (UNIT COST) \$ _____

CONTINGENCY FEE FOR ENVIRONMENTAL CONSULTANT \$ _____

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, except for H.S.T.

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

Name of Bidder: _____

Address: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

PART D – QUOTATION FORM

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:

Dated at _____, British Columbia, this _____ day of _____, 2011.

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

Undertaking of Surety

(To be submitted with Quotation Form)

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

Dear Sirs:

We, the undersigned (insert surety provider's name) _____

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

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

and

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

if the Contract is awarded to:

Dated this _____ day of _____, 2010

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

PART D – QUOTATION FORM

List of Previous Contracts

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

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

(If additional space is required, attach additional