



**REQUEST FOR EXPRESSIONS OF INTEREST – 4324 EOI**

**4324 EOI - HIRED EQUIPMENT - GRADALLS**

Expressions of Interest 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 **3:00 pm, local time on Friday June 3, 2011** (the “Closing Date/Time”).

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## **1.0 Introduction/Background**

- 1.1. To meet the demand for gradalls for the City’s Public Works operations, the City of Richmond (the “City”) requires the services of gradalls, complete with licensed operators, on an as required basis (the “Services”). The City invites Expressions of Interest from interested and suitably qualified Contractors to provide the Services.
- 1.2. The City uses gradall equipment for a variety of construction-related projects including roads shouldering (e.g. bike paths and walkways), concrete work (e.g. curb and gutter), landscaping (e.g. pathways for parks), ditch cleaning, dyke-related work (e.g., rip-rap placement) and other miscellaneous construction activities such as laying pipe, etc.
- 1.3. Gradalls with a minimum reach of 24 feet with small and large buckets (18 inches – 60 inches) are generally required. A herder bucket attachment may also be required.
- 1.4. The City’s total estimated annual hours of usage is 2,850.
- 1.5. Currently, the City has a contract for hired equipment services for general equipment requirements. Any contract(s) entered into by the City as a result of this EOI process shall be considered a separate contract(s).

## **2.0 Objectives**

- 2.1. To secure the availability of the Services to assist the City in operations that require these Services on an as required basis.
- 2.2. To secure regular availability of gradall equipment to meet City requirements.
- 2.3. To secure experienced and skilled gradall operators to support City operations.

## **3.0 Definitions**

- 3.1. Throughout this document, the following definitions apply:
  - a) “Agreement” or “Contract” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Vendor and evidenced by the purchase order issued to the Contractor by the City;
  - b) “Contractor” means the same as Successful Respondent;
  - c) “Closing Time” means the closing date, time, and place as set out on the cover page of this RFEOI;

- d) “Equipment” means the gradalls, attachments and other equipment outlined in the Requirements and that will be employed as needed under the Contract;
- e) “Expression of Interest” or “EOI” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
- f) “Respondent” means an individual or a company that submits, or intends to submit, a Response;
- g) “Request for Expressions of Interest” or “RFEOI”, means this request for expressions of interest, inclusive of all appendices and any addenda that may be issued by the City;
- h) “Requirements” means all of the Specifications, requirements and services set out in the RFEOI that describes the general requirements that the goods, materials, equipment and services must meet and the Vendor must provide;
- i) “Response” or “Submission” means the same as Expression of Interest;
- j) “Successful Respondent” means the company, individual, partnership, corporation or combination thereof, including joint venturers, that submits a Response to this Request for Expressions of Interest and who subsequently is awarded and enters into a written Contract with the City to perform and to oversee the Work and
- k) “Work” or “Services” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Respondent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

#### **4.0 Scope**

- 4.1. The City will maintain a list of Contractors that are capable of providing the Services to the City on an as required basis. Contractors shall be called by the City to provide the Services on the basis of prior service, performance and availability, in that order.
- 4.2. Prior service shall be determined by the number of hours a Respondent has worked for the City in the past two years as well as the number of machines proposed by the Respondent (e.g., if a Respondent has two machines and the most number of hours logged in the past two years, then they will secure two positions on the City’s list).
- 4.3. Performance shall be determined based on a review of factors such as quality of service, operator competency, efficiency and quantity of work, adherence to safety requirements, equipment condition, reliability, operator’s communication

skills, ability to follow instructions, operator cooperation and any other factors relevant to the department's operational requirements.

- 4.4. If a Respondent has not worked for the City in the past two years, and is retained on the City's list, then the Respondent may be called on to provide the Services if Contractors with greater prior service are unable to provide the Services. This will allow Contractors with less service to build greater service during the term of the Contract.
- 4.5. Contractors retained on the City's list shall provide the Services at a set rate of \$120.00 (CAD) per hour for any gradall required by the City, regardless of size of gradall or attachment used.
- 4.6. Please refer to Appendix A for a description of how the Services shall be performed and the operating relationship between the City and each Contractor retained on the City's List.

## **5.0 General Conditions of Contract**

- 5.1. The City anticipates that the term of the Contract will be for one (1) year, with an annual option to renew the Contract in one-year increments to a maximum of five (5) years at the discretion of the City and upon mutual consent of the City and each Contractor retained on the City's list.
- 5.2. All Contractors retained on the City's list shall keep and maintain at all times, appropriate insurance documents, and ensure that their staff maintain proper conduct and suitable performance, while performing the Services.
- 5.3. Should Respondents anticipate that they may require rate increases to cover operating and maintenance expenses over the term of the Contract, then they may include with their Submissions proposed annual rate increases for the term of the contract. Such proposed increases should be expressed in percentages. The City may consider granting rate increases upon annual renewal of the Contract, but Respondents that are retained on the City's list of Contractors must be prepared to demonstrate to the City that the increases are warranted, before the Contract is renewed. The City has the right to honour or reject such requests.
- 5.4. The Contract terms and conditions shall conform to the City's standard terms and conditions for hiring Contractors, with modifications that are applicable to the Services. The City's standard terms are available to view at:

[http://www.richmond.ca/\\_shared/assets/General\\_Conditions\\_for\\_Construction\\_Services\\_on\\_City\\_Property28609.pdf](http://www.richmond.ca/_shared/assets/General_Conditions_for_Construction_Services_on_City_Property28609.pdf)

Please refer to Appendix A for further information on the Contract between the City and each Contractor retained on the City's List.

## **6.0 Pre-qualification Process**

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this RFEOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City of Richmond the opportunity to evaluate Respondent's expertise and to select a shortlist that will be invited to submit a proposal in response to a Request for Proposals. This RFEOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

## **7.0 Request for Quotations**

- 7.1. Respondents, who are pre-qualified as a result of this RFEOI process, may be invited to submit responses, if required, to a Request for Quotations ("RFQ") from the City of Richmond. The City anticipates that, if required, the RFQ will be distributed three to four weeks following the completion of the EOI process.

## **8.0 Qualification Criteria**

- 8.1. The successful Respondent shall be able to meet the availability needs of the City; demonstrate that it has skilled and experienced operators available to operate the equipment; and provide equipment deemed satisfactory to the City (with preference given to newer equipment). The successful Respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFEOI. References are to be provided with Respondent Submissions.

## **9.0 Submission Details**

- 9.1. Respondents are requested to submit three (3) copies of their Expression of Interest marked "4324 EOI – Hired Equipment - Gradalls" 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:

**3:00pm, local time on Friday June 3, 2011.**

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the Submissions. Questions relating to this RFEOI may be directed to Kerry Lynne Gillis, Buyer II - Contracting Specialist by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this RFEOI.

- 9.3. Note: Any Submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their Submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All Submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

## **10.0 Format Requirements**

- 10.1. Responses submitted shall consist of:

### **I. Title Page (1 page)**

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents which should provide a listing of the topics covered in the EOI as arranged by section, including the corresponding page numbers.

### **II. Corporate Experience:**

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide a list with complete contact information (names, email addresses and phone numbers) of your current or recent municipal clients as well as clients who are similar to the City and to which your company has supplied services within the past three (3) years.
- d. Provide a history of litigation or claims made against the Respondent during the three (3) years immediately prior to the Closing Time.

### **III. Corporate Capability:**

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Contractor.
- b. Provide resumes of proposed key personnel.

- c. Provide a letter from a bonding company confirming the Respondent's binding capability and provide a certificate of existing commercial general liability insurance.

IV. Completed and Current Projects:

- a. List three (3) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Document Submittals:

- a. Provide a brief discussion of your methodology and approach to providing the requirements of the Hired Equipment - Gradalls.
- b. Provide a detailed description of equipment to be made available to the City per Appendix C, Equipment List Form.
- c. Provide a detailed description and supporting documentation relating to Equipment operator's qualifications.
- d. Provide the documents required in Appendix B.

**11.0 Review of Submissions**

- 11.1. The City of Richmond will review the Expressions of Interest submitted to determine whether, in the City of Richmond's opinion, the Respondent has demonstrated that it has the required experience, equipment and qualifications to fulfill the obligations of the services identified in this RFEOI.

**12.0 Inquiries**

- 12.1. City of Richmond, 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 Respondent's bankers and clients regarding any financial and experience issues.
- 12.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFQ for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

### **13.0 Non-Conforming Submissions**

- 13.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. 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 these EOI's except the requirement of delivery of the Proposal prior to Closing Time.

### **14.0 Notifications and RFQ Process**

- 14.1. Following the Closing Time, the City of Richmond will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFQ process, if required.
- 14.2. The City will not approve any change in the structure of formation of a short listed Respondent.
- 14.3. The City of Richmond may unilaterally take the following actions, and shall not be liable for any such actions:
- a) amend the scope and description of the services to be procured under any RFQ process as described in this RFEOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
  - b) reject or accept any or all Submissions;
  - c) cancel the EOI process at any time and reject all Proposals; or
  - d) cancel the EOI process and recommence in respect of the same RFQ with the same or an amended set of documents, information and requirements.
- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFQ) for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its entirety.
- 14.5. The Respondent acknowledges and agrees that any Submission is in no way whatsoever, an offer to enter into an agreement and a Submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City of Richmond has no contractual obligations whatsoever arising out of the EOI process.

- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Contractor pursuant to this RFEOI is only a preliminary step in the City of Richmond's procurement process. Each successful Respondent will be evaluated further under any subsequent RFQ (if required) evaluation process.

### **15.0 Information Disclaimer**

- 15.1. The City of Richmond and its directors, officers, employees, agents Contractors and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFEOI or otherwise provided to the Respondent or Contractor pursuant to this RFEOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City of Richmond with respect to information, advice, or documentation provided by the City of Richmond. The information contained in this RFEOI is provisional and will be superseded by the RFQ and/or other agreement documents.
- 15.3. The City of Richmond makes no representation, warranty, or undertaking of with respect to this RFEOI and the City of Richmond and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFEOI 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 of Richmond.

### **16.0 Intent to Enter Into An Agreement**

- 16.1. By Submission of a Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

### **17.0 Modification of Terms**

- 17.1. The City reserves the right to modify the terms of this RFEOI at any time at its sole discretion. This includes the right to cancel this RFEOI at any time without liability to any Respondent.

### **18.0 Ownership of Submissions**

- 18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 15.0.

## **19.0 Right to Not Accept Any Expression of Interest**

19.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

## **20.0 No Commissions**

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

## **21.0 Use of this Request for Expressions of Interest**

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the Submission of Expressions of Interest.

## **22.0 Confidentiality, Freedom of Information and Protection of Privacy**

22.1. All submitted Expression of Interests shall become the property of the City of Richmond. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this RFEOI is confidential and must not be disclosed without written authorization from the City.

## **23.0 No Claim for Compensation of Expenses**

23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.

23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their Submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

**24.0 Conflict of Interest**

24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

**25.0 No Solicitation**

25.1. If any directors, employees, officers, agents, Contractors, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, Contractor, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expression of Interest.

**26.0 No Lobbying**

26.1. From the date on which this RFEOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, Contractors, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 9.2.

**27.0 Publicity**

27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this RFEOI, without the prior written consent of the City.

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## **Appendix A – General Operating Procedures and Requirements of the Contract**

### **A – GENERAL**

1. The City reserves the right to refuse any Equipment considered incapable of performing work adequately or unsafe for use. Contractors must ensure that their Equipment is available to the City on a reasonably constant basis in which the Equipment shall be available for a minimum of two (2) out of every three (3) requests. If the Contractor is unable to accommodate the City's requests on a reasonably constant basis, then the Contractor may be removed from the City's list at the discretion of the City.
2. While providing the Services, the Contractor must follow the instructions of the foreman at the site specified. Should the Contractor's Equipment become immobilized during the provision of the Services and due to site conditions, then the City will pay the costs to tow the Equipment off site. Such costs shall be the responsibility of the Contractor if the Equipment is immobilized due to careless operation by the Contractor or any mechanical failure of the Equipment.
3. Should the City renew this contract, as specified in subsection 5.1 of this Request for Expressions of Interest, then the City will issue a notification package to the Contractors who will be required to complete any enclosed documentation included with this package. Such documentation may include rate and equipment update forms.
4. Should the ownership of equipment change during the term of the Contract or should the Contractor change its ownership, the Contractor agrees that **the positions on the City's list are not transferable to new owner(s)**.

### **B – ROUTINE OPERATON**

1. The day-to-day selection of equipment will proceed as follows:
  - a. Upon request from the Equipment Supervisor, a City dispatcher or designated employee will phone the first name on the City's Contractor list.
  - b. If no contact is made the operator will be considered "unavailable" (no messages will be left on an answering machine), then the dispatcher or designated employee will phone the next name and so on until an acceptance is received.
  - c. When a Contractor is advised by the Equipment Supervisor that his machine has been re-hired for the following workday, he will not be phoned by the City.

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- d. Lunch break periods shall be taken at the discretion of the site foreman. Two rest breaks, ten minutes in duration, may be taken in conjunction with the crews on the job or at the discretion of the site foreman. Contractors are required to provide the Equipment Supervisor with a notice of five (5) working days prior to going on vacation.
  - e. Contractors shall be required to follow any routes designated by the City, where applicable.
2. Each Contractor's performance in the provision of the Services will be monitored by the City. When the Equipment Supervisor deems that there is non-compliance with the general conditions of the Contract or related performance standards, a written warning shall be given to the Contractor. A second warning may result in the Equipment being removed from the City's list. The Contractor may appeal any actions taken regarding performance standards to the Manager – Fleet and Environmental Programs, whose decision on any such dispute shall be final.
  3. Action specified in subsection two, above, may be taken if, in the opinion of the of the City, that the Contractor is responsible for committing violations including but not limited to the following :
    - a. The Contractor fails to have the Equipment report to work after previously agreeing to do so.
    - b. A satisfactory Equipment operator is not supplied.
    - c. The Contractor fails to keep its equipment in a safe and satisfactory working condition.
    - d. The Contractor is not in compliance with the City's operational policies.
    - e. The Contractor's assigned Equipment operator does not satisfactorily or safely perform the work required. Operator performance will be evaluated according to standard operational procedures.

#### **D - SITE INSPECTION**

1. Where applicable, the Contractor shall be responsible for locating any underground utilities at the Site, before starting operating the Equipment.

#### **E – EQUIPMENT OPERATOR COMPLIANCE AND CONDUCT**

1. All Equipment operators must have a valid B.C. Driver's License with air brake endorsement (as required) and appropriate certification/s allowing operation of the Equipment. A valid license is one that has not been expired, cancelled, revoked, suspended or fraudulently obtained or altered. A Learners' license is not acceptable.

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2. All Equipment operators shall not report to work under the influence of alcohol, any substance or drugs that would impair his/her driving ability.
  3. All Equipment operators shall report to work promptly at the time and place as ordered.
  4. All Equipment operators shall seatbelts while operating the Equipment.
  5. All Equipment operators reporting to work must have completed a pre-trip inspection of the vehicle/equipment and recorded the results accordingly.
  6. All Equipment operators must have adequate operating skills to meet the City Of Richmond operator standards. Should a concern arise, the Fleet Operations Department may request the operator take a skills evaluation.
  7. Vehicle/equipment condition checks may be done at the discretion of the Fleet Operations Division and the Equipment operator must cooperate with the inspecting officer.
  8. All Equipment operators shall wear approved type of personal protective safety apparatus when required at work sites. Once the driver steps outside of his vehicle/equipment he/she is required to wear appropriate hearing protection (when exposed to over 85 dBA) and eye protection (when required).
  9. All Equipment operators shall adhere to all regulations as per Richmond Safety Manual and WorkSafe BC.

#### **F – SUSPENSION / REMOVAL OF EQUIPMENT OPERATOR**

1. The City of Richmond may remove the Contractor's personnel (including any Equipment operator or subcontractor(s) employed by the Contractor for the provision of the Services) for reasons including but not limited to:
  - a. The Contractor is deemed to be in violation of any City By-Law Provincial Regulation or Legislation.
  - b. The Contractor's documentation is in arrears, including expired driver's licenses, expired business licenses, invalid insurance or unfavourable WorkSafe BC standings.
  - c. Contractor's personnel on site are deemed to be under the influence of alcohol, controlled substances, narcotics or drugs that would impair his or her ability to operated the Equipment.
  - d. Contractor's personnel on site use of foul, profane, vulgar or obscene language or gestures, or are deemed to be a threat to City staff or to members of the public.
  - e. Contractor's personnel offer any bribes or gratuities to City staff.

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- f. Contractor's personnel on site are deemed to have taken wilful, negligent or reckless actions in disregard of safety or environmental requirements.
  - g. Contractor's personnel on site are deemed to have taken any action that may constitute a public nuisance or disorderly conduct.
  - h. Contractor's personnel are deemed to be responsible for fraudulent activities under the Contract as outlined in the City's Antifraud Policy 6804.

### **G - BASIS OF PAYMENT**

- 1. Contractors will be paid on the basis of time worked. When the equipment is not required for a full day, the Contractor will be paid a minimum of four (4) hours.
- 2. The City will not pay for servicing time, moves, standby time or any non-productive time.
- 3. The City will not deduct minor delays up to and including thirty (30) minutes, when computing hours worked per day.
- 4. The City will deduct each delay in excess of 30 minutes, when computing hours worked per day, for example, two separate delays of thirty (30) and forty (40) minutes would result in a reduction in seventy (70) minutes, and time shall commence when Equipment begins work at the Site and cease when that work is finished.
- 5. Payment will be made to Contractor based on City equipment rental tickets. Transactions will be posted daily accumulating all activity completed by the Contractors. Cheques will be issued bi-weekly.
- 6. Payments will not be based on reconciliation of activity against invoices.
- 7. A normal workday under this Contract falls between Monday to Saturday.
- 8. Overtime will be paid at twenty (20) percent per hour over and above the established rate. This overtime rate will be paid for all time worked over nine (9) hours on any normal working day Monday to Saturday, on all time worked Sunday, and on all Statutory Holidays observed by the City.

### **H – CERTIFICATION OF TIME WORKED**

- 1. The Contractor will complete a detailed account of activities per the City's Equipment Rental Ticket and provide to the site foreman for verification.
- 2. These tickets shall record the number of hours worked and other allowances as may be applicable for each unit of Equipment hired per day.

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3. Each ticket shall be signed and certified daily by the site foreman and a copy of the ticket shall be given to the Contractor's Equipment operator.

### **I – ENVIRONMENTAL PROTECTION**

1. Contractors shall comply with the provisions of the Tree Protection By law 8057 and further ensure that no damage or loss to environmentally sensitive areas as designated by the City. Contractors are encouraged to reference the City's geographic information system for information pertaining to such designation.
2. Contractors shall take any measures necessary to prevent their employees or subcontractors from destroying , disfiguring or disturbing animals and their habitats during the performance of the Services.
3. Contractors shall ensure that all work is executed in a manner that will minimize the release of silt and ensure that cement, paint or petroleum products and other materials deleterious to aquatic life do not enter into surface or subsurface water bodies in accordance with City's Pollution Prevention and clean up regulation By law 8475.
4. All stationary Equipment, operating or idle, in a location for more than one hour shall have oil absorbent pads placed beneath it. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing petroleum sheens. Pans need to be picked up immediately when equipment is moved. Each piece of heavy equipment operating adjacent to water shall carry or have readily available, one (1) empty five-gallon bucket with a lid, five (5) absorbent pads, and a shovel for use in a petroleum spill.
5. The Contractor shall dispose of any spilled or soiled items in accordance with approved practices.
6. The Contractor agrees to minimize idling to only that which is necessary and purposeful for operational need (i.e. to power auxiliary equipment, etc.).
7. The Contractor shall comply with the City's Green Fleet Policy 2020.

### **J - REGISTRATION REQUIREMENTS FOR HIRED EQUIPMENT**

All Contractors must:

1. Ensure that their Equipment is properly and fully licensed and that insurance is current and in compliance with the City's requirements.
2. Ensure that WorkSafe BC coverage is maintained and kept current. The City's Equipment Supervisor will check with WorkSafe BC quarterly to confirm.
3. Ensure that only the specified registered Equipment contracted for hire is dispatched.

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4. Ensure that their HST status has been confirmed and, if registered for HST must provide their HST registration number.
  5. Ensure that the operator has and maintains a valid B.C. Driver's license and certification for the class of equipment operated.
  6. Ensure the City is provided with a driver's abstract for each assigned operator.
  7. Ensure that the Equipment operator is fully trained and appropriately certified in the safe operation of the equipment.
  8. Ensure that the operator has basic English language communication skills.
  9. Ensure the operator has a good understanding of the City of Richmond street system.
  10. Have a current City of Richmond Business License and must provide their Business License number at the time of registration.
  11. Provide a notarized copy of the articles of incorporation, if incorporated.
  12. Provide notarized declaration of the *full* equipment ownership particulars, including the percent interest held by each individual owner and the date the interest was acquired.
  13. Contractors are required to renew their certificates of insurance, business licenses, WorkSafe BC Clearance letters, CBSA Inspection notices, at least ten (10) days prior to expiration of coverage. Documents shall be submitted to the City's Equipment Supervisor to maintain call out status.

#### **K – SAFETY COMPLIANCE FOR EQUIPMENT AND OPERATORS**

1. The Contractor's Equipment and Equipment operators must fully comply with legislation and requirements including but not limited to:
  - a. The Commercial Transport Act,
  - b. Motor Vehicle Act and Regulations,
  - c. British Columbia Motor Carrier Act,
  - d. Transport of Dangerous Goods Act,
  - e. BC Load security Regulations,
  - f. Federal Hours of Service Regulations,
  - g. National Safety Code Legislation and
  - h. WorkSafe BC Regulations.

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**L – INDEMNIFICATION AND INSURANCE**

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.
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.
3. The Contractor shall assume the defense 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.
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
5. The Contractor shall, at its 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:
    - 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).

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- vi. Completed operations liability 24 months after completed operations.
  - vii. Voluntary medical payments.
  - viii. "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.
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.
  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 of Purchasing a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.
  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.
  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 fulfill its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
  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.

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**M – WORKSAFE BC COVERAGE/PRIME CONTRACTOR**

1. The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.
2. The Contractor agrees that it is the Prime Contractor for the purposes of the WorkSafe BC Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the WorkSafe BC and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.
3. The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
4. The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by the WorkSafe BC.

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## Appendix B – Documents To Be Included With Submission

*[Note: Respondent may attach photocopies of each of the following documents and then check the box indicated].*

1. ICBC Vehicle Registration/Liability Insurance Document (\$5,000,000.00 Third Party Liability Coverage)
2. WorkSafe BC Firm Number and Proof of Coverage
3. Proof of HST Registration
4. Operator/Driver's B.C. Driver's Licence
5. Equipment Certification
6. Driver's Abstract for all staff operating the equipment
7. Current City of Richmond Business Licence
8. Certificate of Incorporation (if the Contractor is a Corporation)
9. Proof of Commercial General Liability Insurance
10. Bill of Sale, Vehicle Lease or other proof of the legal ownership of the Equipment.

### Appendix C – Equipment List Form

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

The undersigned Respondent, having carefully read the Request for Expression of Interest document and having full knowledge of the City’s requirements, does hereby offer to provide the Services, in strict accordance with all the City’s requirements and to do all therein called for on the terms and conditions of the Contract.

Year	Equipment	Attachments	Hourly Rate	HST	Total
			\$120.00		
			\$120.00		
			\$120.00		
			\$120.00		
			\$120.00		

(If additional space is required, attach additional)

#### EQUIPMENT FOR RENT WITH OPERATOR

<b>Name of Respondent</b>			
<b>Address</b>	Unit/Street		
	City		
	Province		
	Postal Code		

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Appendix C - Quotation Form Continued

<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>Email</b>	
<b>WorkSafe BC Registration Number</b>	
<b>Harmonized Sales Tax Registration Number</b>	
<b>Authorized Signature</b>	

