



Contract 3012Q

On Call Elevator Maintenance Contractor

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

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Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

CONTRACT 3012Q – ON CALL ELEVATOR MAINTENANCE CONTRACTOR

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 12:00 noon Local time:

THURSDAY, JUNE 21, 2007

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. Bidders are required to complete, **in full**, the Bidder's Information summary Sheets. Information contained in these sheets will form part of the Evaluation criteria.
5. Bidders are required to submit a letter, with their quotation, from the Workers' Compensation board confirming that the Bidder is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof. Please refer to General Conditions of Contract Item 23.
6. This Document and completed Forms will become part of the Contract Documents between the City and the successful Bidder.
7. The City reserves the right to accept all or any part of a quotation or to waive irregularities at their own discretion. The lowest or any quotation will not necessarily be accepted.
8. In accordance with the City's Procurement Policy, award of bids shall be based on:
 - (i) The lowest total cost of acquisition,
 - (ii) Experience of the bidder,
 - (iii) Bidder's references of performance on previous similar contracts,
 - (iv) The bidder's financial resources,
 - (v) Bidder's capability of supervision, staffing and use of subcontractors,
 - (vi) Bidder's ability to meet City specifications and performance criteria,
 - (viii) Any additional evaluation criteria stated in the contract document

Instructions to Bidders (Cont'd)

9. The City of Richmond estimates that this Contract will be awarded within 4 weeks of the closing date. All Bidders submitting Quotations for the Project will be advised as to the outcome. Please note that Bid results for those contracts posted on the City Web Site and/or BC Bid will be listed on BC bid within two (2) weeks of the award of Contract.
10. Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the City.
11. Prices, in Canadian currency, shall be shown for the work specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.
12. The successful Bidder will be required to be the holder of a valid Business Licence for the City of Richmond.
13. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 (attached) completed and submitted with their Quotation.

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

14. Bidders shall examine the contract documents and visit the site of the work to understand the contract requirements of the project. The City will not make allowances for the contractor's failure to make proper site investigation.
15. It is the sole responsibility of the contractor to view all elevator rooms. Please check in at the reception desk with each site and a City of Richmond representative will assist you. Site visits are only allowed between 8:15am to 5:00 pm Monday through Friday. To view Minoru Arena elevator's room, contact Dale Isley @ 604-448-5356. To view RCMP's elevator's room, contact Cathy Cowie and/or Carol Peckinpaugh at the reception.
16. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works

Instructions to Bidders (Cont'd)

successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.

17. Inquiries during submission of Quotation should be directed as follows:

Purchasing

Daianna Panni
Buyer - Purchasing Section
City of Richmond
6911 No 3 Road
Richmond, BC V6Y 2C1

Telephone: 604-276-4270
E-mail: purchasing@richmond.ca

Technical

Larry Sellers
Building Maintenance Supervisor
City of Richmond
5599 Lynas Lane
Richmond, BC V7C 5B2

Telephone: 604-244-1235
E-mail: lsellers@richmond.ca

18. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to the date / time set as the closing time for receiving Quotations.
19. Quotations shall be open for acceptance for 60 days following the submission closing date.
20. This shall be a labour and materials contract guided by the rates and pricing structure identified in the Form of Quotation. The work shall be primarily on call emergency and preventative maintenance on existing systems and facilities. The City reserves the right to request firm price quotations on an individual project from the successful contractor or any other contractor.
21. The duration of the contract shall be for two (2) years and may be renewed for an additional two one-year periods, to a maximum of five (4) years, upon mutual consent of both parties. Notwithstanding the foregoing the City may cancel the contract at any time. The contract schedule is as follows:

July 1, 2007 – June 30, 2009
July 1, 2009 – June 30, 2010 (optional one year term)
July 1, 2010 – June 30, 2011 (optional one year term)

Instructions to Bidders (Cont'd)

22. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.

23. Failure to provide adequate level of service will result in termination of this contract.

24. The City reserves the right to interview proposed bidders prior to award of contract to evaluate supplier capability of performing said work.

25. The City of Richmond **will also evaluate and award** this contract based on the following selection criteria:
 - Insurance requirements met
 - Information submitted in bidder's Information Summary sheets
 - Understanding of the assignment based on the information provided with the bid submission
 - Acceptance of the expected emergency response times
 - Ability to provide service reports
 - Ability to provide billing information on a regular basis
 - Ability to notify dates and times of scheduled repairs
 - Results of the interview (if held)
 - Demonstrated Experience
 - Staffing qualifications
 - Corporate support
 - WCB Letter of Good Standing submitted with the Quotation

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

27. The City, it's agents and employees shall not be responsible for any information given by way of verbal communication.

Quotation Form

Purchasing Section
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 and Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary labour, materials, and equipment 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 following:

PART A: ELEVATOR MAINTENANCE

| Location of Work | Type of Elevator | Prov. Number | Total Hours required for Service | Rate per Hour | Material Cost | Total Monthly Cost |
|--------------------------|-------------------------|---------------------|---|----------------------|----------------------|---------------------------|
| Steveston Community Ctr. | Northern | 11243 | ____hrs | \$ | \$ | \$ |
| Gateway Theatre | Montgomery Kone | 9285 | ____hrs | \$ | \$ | \$ |
| Gateway Theatre | Stage Lift | 9255 | ____hrs | \$ | \$ | \$ |
| South Arm Comm. Ctr. | Dover | 13653 | ____hrs | \$ | \$ | \$ |
| Public Safety Building | Dover | 07609 | ____hrs | \$ | \$ | \$ |

| Location of Work | Type of Elevator | Prov. Number | Total Hours required for Service | Rate per Hour | Material Cost | Total Monthly Cost |
|---|-------------------------|-------------------------------|---|----------------------|----------------------|---------------------------|
| Richmond Ice Centre | Beckett Elevator Ltd. | 15174 | ____hrs | \$ | \$ | \$ |
| West Richmond Comm. Ctr. | Richmond Elevator | 14170 | ____hrs | \$ | \$ | \$ |
| Library/ Cultural Ctr. 2 Elevators | Eltec | 13462 | ____hrs | \$ | \$ | \$ |
| Library/ Cultural Centre | Montgomery Kone | 13461 | ____hrs | \$ | \$ | 4 |
| Library/ Cultural Centre | | 13460 | ____/hrs | \$ | \$ | \$ |
| Richmond City Hall 3 Elevators | Richmond Elevators | 1-18582 2-18583 3-18584 | ____hrs | \$ | \$ | \$ |
| Ironwood Library Back Service Elevator | Richmond Elevator | 18168 | ____hrs | \$ | \$ | \$ |

| Location of Work | Type of Elevator | Prov. Number | Total Hours required for Service | Rate per Hour | Material Cost | Total Monthly Cost |
|------------------------------------|---------------------------------|---------------------|---|----------------------|----------------------|---------------------------|
| Ironwood Library Front Elevator | Richmond Elevator | 18167 | ____hrs | \$ | \$ | \$ |
| Minoru Senior Centre | Lift | | ____hrs | \$ | \$ | \$ |
| Kwantlen Building | Montgomery | 103453 | ____hrs | \$ | \$ | \$ |
| Minoru Arena | Garaventa Genesis Vertical Lift | | ____hrs | \$ | \$ | \$ |
| Part A Subtotals | | | | ////////// | \$ | \$ |
| GST | | | | | | \$ |
| Part A Total | | | | | | \$ |

PART B - ELEVATOR MONITORING

Contractor shall reprogram elevator emergency phones to ring at their monitoring station.

| Location | | Hours required for Service | Hourly Rate | Material Costs | Total Monthly Cost |
|--|--------------------------------------|----------------------------|-------------|----------------|--------------------|
| Steveston Community Centre | 4111 Moncton Street, Richmond, B.C | ____hrs | \$ | \$ | \$ |
| Gateway Theatre | 6500 Gilbert Road, Richmond, B.C. | ____/hrs | \$ | \$ | \$ |
| South Arm Community Centre | 8880 Williams Road, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Richmond Ice Centre | 14140 Triangle Road, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Public Safety Building | 6900 Minoru Boulevard, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| West Richmond Community Centre | 9180 No. 1 Road, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Library/Cultural Centre -Two Elevators | 7700 Minoru Gate, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Richmond City Hall -Three Elevators | 6911 No. 3 Road, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Kwantlen Building | 7577 Elmbridge Way, Richmond B.C. | ____/hrs | \$ | \$ | \$ |

| Location | | Hours required for Service | Hourly Rate | Material Costs | Total Monthly Cost |
|----------------------------------|--|-----------------------------------|--------------------|-----------------------|---------------------------|
| Ironwood Library - Two Elevators | #8200-11688 Steveston Highway, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Minoru – Arena 1 | 7551 Minoru Gate, Richmond B.C. | ____/hrs | \$ | \$ | \$ |
| Part B Subtotal | | | | \$ | |
| GST | | | | \$ | |
| PART B TOTAL | | | | \$ | |

PART C - Twelve-month fixed labour rates for service repair calls:

| 1. Billing Rates Per Hour | Mechanic | Helper | Crew |
|--------------------------------|----------|--------|------|
| Straight Time | \$ | \$ | \$ |
| Overtime Premium (1.5 Time) | \$ | \$ | \$ |
| Overtime Premium (Double Time) | \$ | \$ | \$ |

State Straight time hours/days:

State Overtime hours/days:

State Overtime Premium hours/days:

- Minimum Call-Out Time @ \$_____/hr.
- Charge for Travel Time @ \$_____/hr. or Trip
- Charge for Vehicle @ \$_____/hr. or Trip
- Discount on materials purchased from Bidder @ _____%
- Mark-up on materials purchased from outside sources @ _____%

The above prices include and cover duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation excluding Provincial Sales Tax and Goods and Services Tax.

Payment Terms _____

Early Payment Terms _____

Price Fluxations

| Term | (+ or -) % |
|--------|------------|
| Year 3 | |
| Year 4 | |

Primary Contact-Contract Administration
Name:

Alternate Contact - Contract Administration
Name:

| | | | |
|----------------------------------|-------|------------|-------|
| Telephone: | _____ | Telephone: | _____ |
| FAX: | _____ | FAX: | _____ |
| Email: | _____ | Email: | _____ |
| Customer Service/Order Placement | | | |
| Name | _____ | | |
| Telephone | _____ | | |
| FAX: | _____ | | |

Addresses:

| | | |
|-----------------------|-----------------------|------------------------|
| Orders to be sent to: | Billing will be from: | Payment to be sent to: |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Name the elevator brands for which your company is authorized to provide service:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

How long have you been in business providing elevator maintenance for customers equal to or larger than described herein?

_____ years

CONTRACTOR WAREHOUSE Bidder shall indicate below the warehouse location at which material, equipment or supplies will be stored.

ADDRESS _____ PHONE: _____
_____ CONTACT: _____

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature,
and Title of
Signing Officer: _____

Email Address _____

Date: _____

Undertaking of Liability Insurance

(Undertaking Must Accompany Quotation)

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. Add 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 _____, 2007.

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.

BIDDER'S INFORMATION SUMMARY

COMPLETE / DESCRIBE IN DETAIL - ATTACH ADDITIONAL SHEETS IF REQUIRED

NAME OF COMPANY: _____

TYPE OF BUSINESS:
(LIMITED COMPANY, LIMITED PARTNERSHIP, SOLE PROPRIETORSHIP)

YEARS IN BUSINESS: _____

NUMBER OF EMPLOYEES: _____

QUALIFICATIONS OF PERSONNEL PROPOSED TO WORK ON CITY CONTRACT:

RELATED PREVIOUS CONTRACTS:

RESPONSE TIME TO SERVICE CALLS: _____ (REG. HRS) _____ (O.T. HRS)
(FROM THE TIME A CALL IS PLACED BY CITY OF RICHMOND PERSONNEL)

UNION OR NON-UNION COMPANY: _____
IF UNION GIVE EXPIRY DATE OF EXISTING CONTRACT: _____

A. DESCRIBE YOUR COMPANY'S TRAINING PROGRAMS

B. DESCRIBE YOUR COMPANY'S WHMIS TRAINING PROGRAMS

C. DESCRIBE YOUR COMPANY'S SAFETY TRAINING PROGRAMS

D. DESCRIBE HOW YOU PROPOSE TO ORIENT YOUR COMPANY PERSONNEL TO THE "NEW SITES"

SPECIFICATIONS

MINIMUM SPECIFICATIONS FOR COMPLETE PREVENTATIVE MAINTENANCE AND REPAIR SERVICE

1. **SCOPE AND INTENT:** The services to be performed by the contractor under this specification shall consist of furnishing all labour, equipment, tools and materials in performing all operations in connection with the examination, complete maintenance and repair of elevators in strict accordance with the requirements outlined herein. It is to be understood that the intent of this contract is to provide reliable, safe operation and maximum performance of the elevators at all times in accordance with BC Safety Authority Code CSA B44.
2. **LOCATION OF WORK:** All elevators upon which service work is to be performed are located in the various buildings listed in the quotation form.
3. **FREQUENCY OF EXAMINATIONS AND SERVICE:** The elevators listed are operated on a full time basis except where noted otherwise. The contractor shall provide regular and systematic examinations and planned preventative maintenance service on a **monthly** basis for these elevators and shall keep the elevators in best possible running order at all times. Contractor must be available and adhere to scheduled times and dates provided by City of Richmond staff.
4. **COMPETENCY OF BIDDER:** The importance of maintaining this elevator equipment in safe and satisfactory operating condition at all times requires that the service be performed by an elevator contractor who has satisfactorily performed complete maintenance service of elevators for this type of operation, and who can demonstrate that he has available, under his direct employment and supervision, the necessary competent certified personnel who have received thorough instruction in maintenance of elevators of this type. The maintenance personnel of any bidder must be able to demonstrate his knowledge of elevators of this type and his personal ability to maintain them systematically according to code.
5. **EXAMINATION OF ELEVATORS PRIOR TO BID:** It will be the bidder's responsibility to make a thorough survey of the existing condition on all elevators designated herein. No extra charge will be allowed after the award of the contract for additional repairs or replacements. During examination, no more than one elevator may be out of service at one time.
6. **MANNER AND TIME OF CONDUCTING THE WORK:**
 - A. All work shall be performed by certified elevator maintenance mechanics directly employed and supervised by the contractor.
 - B. Any overtime work that is required to accomplish the requirement of this contract will be included in the monthly price bid on the quotation form included in this quotation. No overtime payments will be allowed including emergency service not the fault of the City.

- C. The contractor will be required to submit, for approval by the On-Site Owner's Representative, a monthly work schedule indicating the dates that elevators will be shut down. This approved schedule will be used by the Owner to notify building employees and other service personnel of elevator outages. The contractor shall provide a monthly review and analysis with the On-Site Owner's Representative of all reported equipment malfunctions, repairs made to correct the malfunctions, and preventative maintenance activities conducted for that month. The contractor shall also provide and review with the On-Site Owner's Representative, on a monthly basis, a summary of all call-back activities. The intent of this monthly summary is to minimize call-backs by keeping the contractor and Owner aware of trends. The Manager of Facilities Management or his designee, shall approve the contractors forms.

When in the course of routine maintenance or equipment repairs it becomes necessary to use proprietary tools for an elevator to diagnose, program or adjust the equipment, and such tool is owned by another contractor, the contractor shall contact the On-Site Owner's Representative who shall obtain the required tool. Any costs associated with the acquisition and use of the tool shall be borne by the contractor.

7. **EXTENT OF THE WORK**: The work described under the following paragraphs shall be performed by the contractor and unless otherwise specified, applies to all parts of the elevators, including, but not limited to, machines, sheaves, motors, generators, brushes, rectifiers, controllers, selectors, gears, thrusts, bearing, brake magnet coils, brake shoes and linings, windings, rotating elements, contacts, coils, resistances, magnet frames, relays, leveling devices, cams, car and hoistway door hangers buttons, car lighting, emergency lights and signals (including batteries), car fans, and all other elevator signal and accessory equipment included as a part of the elevator installations at the time the bid for this work is submitted.
- A. Provide regular planned and systematic examinations, adjustments, cleaning and lubrication at the frequency required. All lubricants, cleaning materials, rags, paint, etc., are to be supplied by the contractor. All lubricants shall be of the grade recommended by the manufacturer for the purpose used.
- B. Supply, repair and replace all parts of every description made necessary by wear and tear. No repairs will be permitted when good practice indicates that a replacement is preferable to insure maximum continuity of service. All replacement parts shall be of the same make as original manufacturer. Refinishing, repairs to and/or replacement of elevator car enclosure, hoistway door panels or frames and sills, with the exception of the floor and subfloor, are excluded. Also excluded from this repair maintenance contract are underground piping and cylinders of hydraulic elevators plates and refinishing or replacement of elevator signal and operating fixture place plates. Contractor shall be responsible for replacement of all car lighting bulbs when required. Power pack supplies (batteries) are to be replaced when no longer of sufficient strength, but not left to exceed 30 months.

- C. Contractor shall make a no load, slow speed test of the car safety devices annually, and shall promptly correct any defects that may be found in testing.
- D. Examine and equalize tension of all hoisting ropes and compensating and governor ropes whenever necessary and to replace whenever necessary.
- E. When necessary, contractor shall repair or replace electrical wiring or traveling cables. The disconnect switches, circuit breakers or power wiring are excluded.
- F. Contractor shall keep the guide rails, overhead sheaves and beams, counterweight frames, tops of car, pits and machine rooms clean and remove accumulated rubbish from the pits. The contractor shall replace guide rollers or gibs as required to provide smooth and quiet operation. All coil reservoirs shall be kept properly sealed to prevent leakage.
- G. Contractor shall keep the exterior of the machinery and other parts of the equipment presentable at all times. All windings and controller coils shall be treated periodically with proper insulating compound.
- H. Furnishing and installation of floor tile rugs or other floor covering will be approved by the On-Site Owner Representative.
- I. Perform all tests as required by the Safety Engineering Services Division, Electrical & Elevating Devices, Safety Branch. Province of B.C.
- J. Test emergency lighting and telephone once (1) per month.
- K. No payment will be made by the City for service or repairs which result from the fault or negligence of the contractor, its employees or agents.
- L. Emergency Service: Emergency call back service is a service that requires the immediate removal of stranded passenger and to eliminate any other condition in the elevator operation that could do harm to life or property and cannot wait for normal working hours.

Emergency call back service is also a service that requires some elevators to be operational at all times to carry out the requirements and duties of City business.

These emergency call back services will be provided at any time of the day or night every day during the year to put equipment back into operation as identified in Section 1. Scope and Intent.

Service during overtime hours may, at the City's option, only be limited to minor repairs adjustments required to restore an elevator to service as to determination of the cause for interruption of service, where substantial repair is required. Costs of these overtime services that are not the City's fault will be included in the quotation.

8. **WORK STANDARD**: Should it be found that the standards indicated herein are not being satisfactorily maintained, the City may demand that the contractor place the elevators in condition to meet these requirements. If the contractor fails to comply with such demands within a reasonable time, the City may, by written notice to the contractor, terminate his right to proceed further with the work. In such event, the City may take over the work and

process it to termination of the contract period by contract or otherwise and the contractor (and his sureties, if any) shall be liable to the City for any excess cost occasioned thereby. Contractors must be available to provide elevator access to other trades personnel.

9. **ADDITIONS OR DELETIONS:** The City may add or delete elevators or alter frequency of service, etc., as may be deemed advisable. At the request of the owners representative, the contractor may be asked to do added work not covered under the scope of complete maintenance and repair. Such work is generally the result of code changes or vandalism. This clause does not waive the right of the City to seek new bids on any added work that may be required.

For additions or deletions where the cost factor has not been determined a new cost may be negotiated by the City and a change notice to the contract would be issued if an agreement is reached.

Added work not cited in the contract may at the City's option have added work performed at the labour rate per hour, cost per trip and parts costs as bid in the attached Quotation Form.

10. **PERFORMANCE REQUIREMENTS**

A. Definitions & Conditions

1. Floor-to-Floor Times - measured from the time the doors start to close until the elevator is approximately level with the floor and the doors 3/4 at the next successive floor, up or down, under any loading conditions as permitted by code.
2. Door Opening Time - measured from the start of car door open until the doors are in the fully open position as permitted by code.
3. Door Closing Time - measured from start of door close until hoistway doors are fully closed, will be that shown or the minimum permitted by code, whichever is greater.
4. Accuracy of Leveling - under all load conditions.
5. Variance from Rated Speed - regardless of load shall not exceed + 5%.
6. In Accomplishing the Above Requirements - Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

11. **RESPONSE EMERGENCY SERVICE**

Elevator maintenance contractor will respond to emergency calls within 60 minutes of notification.

12. Contractor shall maintain the minimum performance on the elevators as designated in Appendix A.
13. Contractor will accept, without exception, the elevators in existing condition at the beginning of the contract period and perform all requirements as cited in the terms,

conditions and specifications without additional cost to the City other than those prices quoted on a per month basis.

14. No more than one elevator may be out of service at one time when performing maintenance service in a building. Contractor to notify City of Richmond staff when elevators are out of service. Contractor to inform City staff of scheduled repair time and estimated date/time of repair completion..
15. A contractor will keep sufficient spare parts in inventory, have access to an inventory or be able to fabricate parts to insure that elevators will not be "OUT OF OPERATION" longer than is normal for elevator customers in the market place which impedes these customers' operations Frequency of examinations or services cited will in no way diminish the responsibility of the contractor to accomplish all the other terms, conditions and specifications cited in the contract herein.
16. **SERVICE RECORD**: The contractor shall maintain on each elevator a maintenance and service record. Any and all work done including service calls, complaints, regular checks, lubrications, testing, parts replacement, repairs and emergency calls, shall be recorded on a form provided by City of Richmond Staff. Service records shall be faxed or e mailed to Facility Management Staff by end of the following business day.
17. **"EXTENT OF WORK"**: During the contract period, radios and pagers may be required by the On-Site Owner's Representative to be worn by the Elevator service mechanics. These items will be owned and supplied by On-site Owner. Dispatching of calls will be handled by Owner during normal business hours of operation. For after hour operations, Owner will provide instructions.
 - All prints, plans and drawings that are furnished by the Owner will be turned back to the Owner at the conclusion of the contract. Those spare parts that are owned by the Owner will remain on the premises.

MISC DETAILS

The Contractor will receive a Hansen Preventative Maintenance number (PM Number) for specific work required according to established frequencies.

The Contractor shall sign and date PM work order and return to the Facilities Management (FM) office as soon as work is completed (within 24 hours by fax).

Contractor shall complete and return signed copy of check sheet approved my FM maintenance staff for each piece of equipment with a PM.

Contractor shall send all completed invoices to FM office c/o Work Control Centre:

City of Richmond – Facilities Management Department
5599 Lynas Lane, Richmond BC V7C 5B2
Fax: 604-233-3314

City of Richmond requests that the Contractor submit supplier invoices to the City for purchase of parts and for labour used for each job. **Invoices** must include (but are not limited to) the following information:

- Elevator tech worksheet
- Current Open/Standard Purchase Order Number
- Hansen Work Order Number
- Facility name and address of work completed
- Listed hours of work along with labour rate
- A detailed materials used listing
- Name of Tech(s) who completed the work
- Monthly submission of invoices

1. Contractor shall report any Life Safety Issues to Work Request Line as soon as possible.

Work Control Centre Phone 604-233-3307 (8:15am to 5:00 pm Monday – Friday)

City Operations Dispatcher 604-270-8721 (5 pm to 8 am Monday – Friday and weekends and Stat Holidays)

- The Contractor must complete the work within the time frame/priority code as listed on the work order.
- **Mandatory** on-site response time limit:
 - 1 hour – emergency time (24/7/365)
 - 1 hour – standard time
 - 1 hour – weekends and evenings
- Confirmation call should be made within 10 minutes of City’s initial call. City of Richmond staff shall determine priority of call.

The contractor must:

- complete the work within the time frame/priority code as listed on the work order
- complete the work in a professional manner
- provide personnel who can clearly communicate the English language (verbal and written)
- have fidelity bonding
- report to Facility Management Work Control Centre (604) 233-3307 to keep City apprised of the status of work being done (eg. date/time/any delays)
- ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond.
- sign in and sign out in the logbook provided at all sites.

All City elevators are to meet all Provincial Standards and Codes.

The contractor must:

- complete the work within the time frame/priority code as listed on the work order
- complete the work in a professional manner
- have fidelity bonding
- report to Facility Management Work Control Centre (604) 233-3307 to keep City apprised of the status of work being done (eg. date/time/any delays)
- The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond. ID Badges are available at the reception counter at most city of Richmond locations
- sign in and sign out in the logbook provided at all sites.

All City elevators are to meet all Provincial Standards and Codes.

General Conditions of the Contract

1. Definitions

The two parties to the Contract/Purchase Order are the Contractor and the City, defined as follows:

The Contractor: The successful bidder for the work upon receipt of a purchase order and/or written acceptance of his Quotation from the City.

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase Order deems acceptance of all conditions of the on call contract.

2. Work to Satisfaction of City

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.

3. Work to be in Conformity with Contract Documents and Drawings

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract.

4. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

5. Use of Premises

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.

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

General Conditions of the Contract (Cont'd)

6. Light, Power, and Heat

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

The City's supply of water will be available to the Contractor without charge.

The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

7. Warranty

Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the work by the City, such work or supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City.

8. Liens

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.

9. Patent Fees

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.

10. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.

General Conditions of the Contract (Cont'd)

- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

12. Laws

The laws of British Columbia shall govern the work.

13. Time

Time shall be the essence in this Contract.

14. Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other.

15. Notices

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 Manager, Purchasing and Risk, 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.

16. Settlement of Complaints Re: Work

If, in the opinion of the Purchasing and Risk Manager, the work is improperly, defectively, or insufficiently performed, or being performed, the Purchasing and Risk Manager may, in writing, order the Contractor to re-execute or correct the work in accordance with such order. If the Contractor fails to comply with such order within ten working days, the Purchasing and Risk Manager 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. If the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may

General Conditions of the Contract (Cont'd)

retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

17. Other Contractors

The City may have his own work forces and other contractors on the site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on the site and require their coordination with each other.

The Contractor shall report to the City any apparent deficiencies in other contractors' work which would affect the work of this Contract immediately the deficiencies come to his attention.

18. Changes in the Work

The City may make changes to the work; the Contract price, and time being adjusted accordingly. Except for emergencies, all changes will be made by written order.

19. Protection

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.

20. Payments

The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's written claim accompanied by a Statutory Declaration that he has discharged every obligation and paid or satisfied every just claim incurred by him in connection with the Contract, including all claims incurred by himself or his sub-contractors.

copies of supplier invoices for materials used on each project shall accompany the Contractors invoice.

21. Indemnification and Insurance

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.

General Conditions of the Contract (Cont'd)

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) "Broad Form" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

If the Contractor is unable to provide this coverage, then the Contractor bears full responsibility for insuring materials in transit or loss to any improvement until the work is fully completed and paid for by the City.

The City, its officers, officials, and employees shall be added as 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.

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 Purchasing Manager a certified original copy of all such policies as evidence that such insurance is in

General Conditions of the Contract (Cont'd)

force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days notice to the City.

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.

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.

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.

22. Workers' Compensation Board Coverage/Prime Contractor

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.

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, 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

General Conditions of the Contract (Cont'd)

under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

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.

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.



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.
3012Q

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

| | | |
|---|---|------|
| I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No | Authorized Company Official – Signature and Title | Date |
| This space for City of Richmond Comments | Firm Name | |
| | Address | |
| | | |
| | City | |
| | Province Postal Code | |
| | Telephone Number | |