



**City of Richmond**  
Finance & Corporate Services Division

## Request for Quotation

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**Contract 3500Q**

**HIRED EQUIPMENT RENTALS**

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.: \_\_\_\_\_

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

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

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### **INSTRUCTIONS TO BIDDERS**

1. Sealed Quotations, plainly marked on the envelope:

#### **HIRED EQUIPMENT RENTALS**

will be received by the Manager - Purchasing and Risk, Richmond City Hall,  
6911 No. 3 Road, Richmond, BC, V6Y 2C1 until 2:00 p.m., local time:

**Monday, March 9, 2009**

2. Bidders shall examine the Contract documents to understand the Contract requirements.
3. INQUIRIES - Inquiries during submission of Quotations should be directed as follows:

**Contractual:**

Arthur Trinidad  
Buyer / Stores Operations  
Business & Financial Services  
City of Richmond  
5599 Lynas Lane  
Richmond , BC V7C 5B2  
Phone (604) 244 - 1244, Fax: (604) 244 - 1227  
[atrinidad@richmond.ca](mailto:atrinidad@richmond.ca)

**Technical:**

Fred Muis  
Equipment Supervisor  
Engineering and Public Works  
City Of Richmond  
5599 Lynas Lane  
Richmond , BC V7C 5B2  
Phone (604) 244 -1219, Fax: (604) 270 - 3441  
[fmuis@richmond.ca](mailto:fmuis@richmond.ca)

4. Price quoted shall be effective for one-year period, April 20, 2009 to April 16, 2010.
5. The City anticipate that all Hired Equipment will be readily available to provide service in the event of an emergency or disaster. To ensure that you are registered in our Emergency Program, please fill out the attached consent form and forward to:

Deanna Gilmore  
Emergency Social Services Coordinator  
City Of Richmond  
5599 Lynas Lane  
Richmond , BC V7C 5B2  
Phone (604) 244 - 1205  
[dgilmore@richmond.ca](mailto:dgilmore@richmond.ca)

### **DOCUMENTS REQUIRED**

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

- ICBC Vehicle Registration/Liability Insurance Document (\$5,000,000.00 Third Party Liability Coverage)
- Worksafe BC Firm Number and Proof of Coverage
- Proof of GST Registration
- Operator/Driver's B.C. Driver's Licence (Front and Rear Sides)
- Driver's Abstract for all staff operating the equipment
- Current City of Richmond Business Licence
- Certificate of Incorporation (Where Equipment Owner is a Corporation)
- Social Insurance Card
- Bill of Sale, Vehicle Lease or other proof of the legal ownership of the Equipment.

QUOTATION FORM

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

The undersigned Bidder, having carefully read all quotation documents including operational procedures, registration, hiring, safety and driver requirements. Form of Quotation, and the Conditions of Contract (including the requirement of Liability Insurance), and having full knowledge of the rental requirements, does hereby offer to provide all necessary labour and equipment, in strict accordance with all the documents and to do all therein called for on the terms and conditions and under the provisions therein set forth at the following quoted prices:

**EQUIPMENT FOR RENT WITH OPERATOR**

Year	Equipment	Attachments	Hourly Rate	GST	Total

The Bidder certifies that he is registered with the Worksafe BC under Worksafe BC Number \_\_\_\_\_.

The Bidder's Goods and Services Tax Registration Number is \_\_\_\_\_.

Proof of Insurance Coverage Attached:            Yes    \_\_\_    No    \_\_\_

Proof of Worksafe BC Coverage Attached        Yes    \_\_\_    No    \_\_\_

Bidder's not able to comply fully with the minimum Worksafe BC and Indemnity and Insurance requirements will not qualify for registration with the City. Insurance Policies and Certificates must be submitted with the Quotation Form.

Successful Bidders are required to renew Proof Of Insurance, Business License, Worksafe BC Clearance, 10 days prior to expiration of coverage. Documents shall be submitted to Equipment Supervisor to maintain call out status.

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

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

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

Authorized Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

## Operational Procedures

### A – GENERAL

When the ownership of equipment changes, including a change in the principle of the owning Company, **the positions are not transferable to the new owner(s)**.

A notification package will be issued annually to Company owners and will require completion of all enclosed operational documentation.

When working on City projects, the operator of the equipment must follow the instructions of the site Foreman while performing work, in specified areas. If, while following these instructions, any machine that becomes immobilized due to ground conditions, and requires the services of a tow truck, the tow truck charges shall be paid by the City. Tow truck charges shall be the responsibility of the owner when the immobilization is due to careless driving; or this machine is immobilized in an area not specified by the Foreman of the project, or immobilization is due to any mechanical failure.

### B - ROUTINE OPERATON

The day-to-day selection of equipment will proceed as follows:

Upon request from the Equipment Supervisor, dispatcher or designated employee will phone the first name on the appropriate list.

If no contact is made, after a reasonable time of 6 rings, the operator will be considered "unavailable" (No messages will be left on an answering machine), the dispatcher or designated employee will phone the next name and so on until an acceptance is received.

When an owner is advised by the Equipment Supervisor that his machine has been re-hired for the following workday, he will not be phoned by the dispatcher.

Lunch break period shall be taken at the discretion of the site Foreman. Two rest breaks, ten minutes in duration, must be taken in conjunction with the crews on the job or at the discretion of the site Foreman. Operators are required to provide a notice of 5 working days prior to going on vacation.

Operators shall be required to follow routes designated by the City.

Performance standards will be monitored. When the Equipment Supervisor judges non-compliance with conditions of hire or performance standards, a written warning shall be given to the owner. A second non-compliance may result in the machine being removed from the Hired Equipment list. An owner may appeal any actions taken regarding performance standards to the Manager – Fleet Operations, Works Yard, whose decision shall be final.

Action specified in the above paragraph may be taken; if, in the opinion of the Equipment Supervisor and in the case of appeal the Manager – Fleet Operations:

The owner fails to have the machine report to work after previously agreeing to do so.

A satisfactory driver or operator is not supplied.

The owner fails to keep his equipment in a safe and satisfactory working condition.

The owner is not in Compliance with Operational Policy.

The operator does not satisfactorily perform the work required.

The Equipment Supervisor reserves the right to refuse any machine considered not capable of performing work adequately or, operating in a safe condition. Operator performance will be evaluated according to Standard Operational Procedures.

### **C - SITE INSPECTION**

In accordance with WCB regulations, the contractor remains responsible for locating the underground utilities in the field before starting to excavate or drill.

### **D - BASIS OF PAYMENT**

Contractors will be paid on the basis of time actually worked.

The City will not pay for servicing time, moving time, standby time, nor for any non-productive time of any nature except as specifically provided for in this contract.

The City will not deduct minor delays in the working shift up to and including 15 minutes, when computing hours worked per day.

The City will deduct each delay in excess of 15 minutes, when computing hours worked per day, for example, two separate delays of 30 and 40 minutes would result in a reduction in 70 minutes, and time shall commence when equipment begins work at working point and cease when that work is finished. Similarly, time shall commence and cease at the next working point.

### **E – CERTIFICATION OF TIME WORKED**

The Site Foreman shall record all daily work on City's work tickets.

These forms shall record number of hours worked and other allowances as may be applicable for each unit per day.

Each form shall be signed and certified daily by the Site Foreman and the canary copy of the ticket will be given to the equipment operator.

The white and pink copies of the form shall be retained by the Site Foreman at the time of certification and forwarded to the Public Works Clerks for payment. Payment will be based on the rates quoted to this contract and this eliminates a need for invoices.

The gold copy of the form will be retained by the Site Foreman.

The blue copy of the form will remain in the ticket book.

## **F - ENVIRONMENTAL PROTECTION**

The Contractor shall comply with the provisions of the Tree Protection By law 8057 and further ensure 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.

Take such measures as may be necessary to prevent employees from illegally hunting, disturbing, capturing or destroying animals and birds or illegally taking fish from any water.

Prevent unnecessary disfigurement of the countryside.

Execute all work 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 does not enter into surface or subsurface water bodies in accordance with City's Pollution Prevention and clean up regulation By law 7435.

All stationary equipment, operating or idle, in a location for more than one hour shall have oil absorbent pads placed beneath it. This includes, but is not limited to, backhoes, cranes, loaders, dozers, engine driven pumps, compressors, generators, trucks, etc. 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 empty 5-gallon bucket with lid, 5 absorbent pads, and a shovel for use in a petroleum spill. The Contractor shall dispose of any spilled or soiled items in accordance with approved practices. The Contractor agrees to minimize idling to only that which is necessary and purposeful for operational need (i.e. to power auxiliary equipment, etc.). The contractor will endeavour to comply with the City's Green Fleet Policy 2020.



**TENDERER'S CORPORATE PROFILE**

I/We are registered with the Worksafe BC, Number or if not, I/We undertake to register forthwith and advise the number allotted to use.

Our company name indicated below is registered with the Registrar of Companies of British Columbia.     Yes         No

Signature(s) of individuals, partners or officials authorized to sign on behalf of the firm:

	<b>Name</b>	<b>Address</b>	<b>Tel. No.</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

**Electronic Commerce Info (Optional)**

WEB site address (URL)    http:/\_\_\_\_\_

May we contact your firm by e-mail?    Yes     No         If YES, provide address(es) below.

<b>Contact Name</b>	<b>E-Mail Address</b>
_____	_____
_____	_____
_____	_____

## REGISTRATION REQUIREMENTS FOR HIRED EQUIPMENT

All hired equipment owners must:

1. Ensure that the 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. Equipment Supervisor will check with Worksafe BC quarterly to confirm.
3. Ensure that only the specified registered equipment contracted for hire is dispatched.
4. Ensure that their G.S.T. status has been confirmed and, if registered for G.S.T. must provide their G.S.T. registration number.
5. Ensure that the operator has and maintains a valid B.C. Driver's license for the class of vehicle being driven.
6. Ensure the City is provided with driver's abstract for each assigned operator.
7. Ensure that the operator is fully trained 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. Successful Bidders are required to renew Proof Of Insurance, Business License, Worksafe BC Clearance, CBSA Inspection, 10 days prior to expiration of coverage. Documents shall be submitted to Equipment Supervisor to maintain call out status

I hereby confirm my full understanding of the above registration requirements. I agree to comply with all the requirements as specified. I also understand that failure to comply with any of these requirements may result in suspension and that repeat non-compliance may result in termination of my services.

Company Name: \_\_\_\_\_ Signature \_\_\_\_\_

Name: (print) \_\_\_\_\_

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

### **EQUIPMENT HIRING**

In addition to the normal registration and safety requirements for hired equipment, the following conditions will apply to all equipment hiring:

1. Fleet Operations will maintain a list of equipment suppliers and their position on the list will depend on regular availability and on performance ratings by Site Foreman.
2. Site Foremen or the Equipment Supervisor will rate Hired Operators on a standard form which will include factors such as operator's ability, equipment condition, reliability, etc. An overall substandard rating will result in removal from the list.
3. Working for a third party while in the employ of the City of Richmond. will result in permanent removal from list.
4. All complaints or disputes should be directed to the Equipment Supervisor and will be addressed.
5. Equipment Supervisor will maintain an ongoing record of equipment availability. Those operators who are unavailable 5 consecutive times when called, will be removed from the list and provided written notice of such.
6. Registration is not transferable. Sale of the equipment will mean removal of that machine from our list. Registered owners may replace their equipment without losing their position.
7. Only owners may be registered. All registrants must provide a notarized declaration of the full ownership particulars.
8. Transport costs will not be paid by The City of Richmond except as specifically provided for in the contract.
9. An operator/contractor can not bump another hired operator from an existing job.

I hereby confirm that I have read and understand the above Public Works Department equipment Hiring Policy.

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

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

## **SAFETY COMPLIANCE FOR HIRED EQUIPMENT**

### **GENERAL STATEMENT:**

All hired commercial vehicles/equipment and their drivers must fully comply with the requirements of the Commercial Transport Act, Motor Vehicle Act and Regulations, British Columbia Motor Carrier Act, Transport of Dangerous Goods Act, BC Load security Regulations, Federal Hours of Service Regulations, National Safety Code Legislation and Worksafe BC Regulations.

### **CARRIER COMPLIANCE**

### **INDEMNIFICATION AND INSURANCE**

#### **A. Insurance**

1. General  
The Contractor shall itself and shall cause each Subcontractor to obtain and maintain, at its own expense, the insurance set out below until all conditions of the contract have been fully complied with.
2. Evidence of Coverage  
The Contractor shall file with the City prior to the commencement of work, certified copies of all policies and endorsements required, including APV 47 (Autoplan Certificate). The Contractor and all Subcontractors shall also file with the City evidence of the renewal of each policy at least fifteen (15) days prior to the expiry date of the policy.
3. Cancellation  
  
Each policy required shall be endorsed as follows:  
  
"Notice  
It is hereby understood and agreed that this policy will not be cancelled, reduced, materially altered or amended without the insurer giving at least thirty (30) days prior written notice by registered mail to the City and all insured."
4. Other Insurance  
The Contractor and each Subcontractor shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary, such as but not in any way restricted to marine, aviation and professional liability risks.

**DRIVER COMPLIANCE**

- A driver must have in his possession a valid B.C. Driver's License and Endorsement which allows him/her to drive the vehicle hired. A valid license is one that has not been expired, cancelled, revoked, suspended or fraudulently obtained or altered. A Learners' license is not acceptable.
- A driver shall not report to work under the influence of alcohol, any substance or drugs that would impair his/her driving ability.
- A driver shall report to work promptly at the time and place as ordered.
- The use of seatbelts is mandatory.
- A driver reporting to work must have done the Pre-trip Inspection of the vehicle/equipment and recorded the results accordingly. An unsafe vehicle shall not be driven.
- A driver 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.
- Vehicle/equipment condition checks may be done at the discretion of the Fleet Operations Department and the driver must cooperate with the inspecting officer.
- A driver 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).
- An operator shall adhere to all regulations as per Richmond Safety Manual and Worksafe BC.

I hereby confirm my full understanding of the above requirements. I agree to comply with all requirements as specified. I understand that failure to comply with any of these requirements will void my position on the Hired list until the deficiency is corrected and that repeat non-compliance may result in suspension or termination of my services.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

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

**EVALUATION FORM – Sample**  
**(To be completed by City of Richmond)**

NAME OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME OF DRIVER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
EVALUATED BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**Instructions:** Within the following 8 categories, please circle the appropriate definition of the Equipment and Operator being evaluated.

<b>Reliability:</b>		<b>Communication Skills:</b>	
Always Dependable	10	Excellent	10
Usually Dependable	8	Communicates Well	8
Sometimes Dependable	6	Acceptable	6
Inconsistent	4	Poor	4
Unreliable	2	No communication	2

<b>Condition of Equipment:</b>		<b>Ability to follow instructions:</b>	
Excellent	10	Excellent	10
Good	8	Good	8
Acceptable	6	Acceptable	6
Poor condition	4	Does not follow instructions well	4
Unsafe	2	Does not comply	2

<b>Quality of Work:</b>		<b>Quantity of Work</b>	
Excellent	10	Excellent	10
Above Average	8	Above Average	8
Average	6	Average	6
Below Average	4	Below Average	4
Unacceptable	2	Unacceptable	2

<b>Hard Hat, Boots, Safety Vest:</b>		<b>Driver Cooperation:</b>	
Always Worn	10	Very Helpful	10
Worn most of the Time	8	Usually helpful	8
Usually Worn	6	Gets along O.K.	6
Seldom Worn	4	Difficult to work with	4
Never Worn	2	Uncooperative	2

**TOTAL SCORE** \_\_\_\_\_

## **CONDITIONS OF CONTRACT**

### **1 Definitions**

The two parties to this Contract are the Contractor and the City, defined as follows:

The Contractor: The Bidder for the work upon request to provide rented equipment on the conditions of this Contract.

The City: The City of Richmond.

### **2 Work to Satisfaction of City**

The whole of the works and the manner of performing the work shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work in respect of both quality and quantity, and its decision with regard to the work, 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 Suspension / Removal Of Operator**

The City of Richmond may remove an Operator or Sub-Contractor for the following:

- In violation of any City By-Law Provincial Regulation or Legislation.
- Expired Driver's License, Business License, ICBC Insurance or arrears standing at Worksafe BC.
- An operator under the influence or evidence of alcohol or any substance or drugs that would impair his/her driving ability, shall be relieved from the work site.
- Use of foul, profane, vulgar or obscene language or gestures.
- Provision of any gratuities to any person for service performed.
- Wilful, negligent or reckless action in disregard of safety or environmental requirements.
- Any action that may constitute a public nuisance or disorderly conduct.
- Unacceptable driver's abstract.
- Fraudulent activities as outlined in the City's Antifraud Policies 6804.

### **4 Work to be in Conformity with Contract Documents**

All work shall be done in strict conformity with the Quotation Documents, which form the Contract of the Rental Agreement.

### **5 Permits**

The Contractor shall comply with all provincial, regional and municipal codes, laws, regulations, and ordinances which concern the work, and shall obtain and pay for all applicable permits, licences, and certificates.

### **6 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 where the work is located.

## **7 Inquiries**

Contractor's inquiries to the City during rental should be directed to the following:

Fred Muis  
Equipment Supervisor  
Engineering and Public Works  
5599 Lynas Lane  
Richmond, B.C. V7C 5B2  
Phone (604) 244-1219, Fax: (604)270-3441  
[Fmuis@city.richmond.bc.ca](mailto:Fmuis@city.richmond.bc.ca)

## **8 Other Contractors**

The City may have its 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.

## **9 Protection**

The Contractor shall maintain protection of all his work and equipment from damage and shall protect the City's property from injury due to the Contractor's work.

## **10 Independent Contractor**

The Contractor will be an independent contractor and not the servant, employee, or agent of the City.

## **11 Payments**

Payment will be made to suppliers based on a delivery ticket. Transactions will be posted daily accumulating all activity from respective supplier. Cheques will be issued bi-weekly. This eliminates the need for invoices. Payments will not be based on reconciliation of activity against invoices.

A normal workday will be considered to be Monday to Saturday.

Overtime will be paid at 20 percent per hour over and above any established hired 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.



## **12 Operator**

A skilled operator shall be provided for each piece of equipment rented by the City. All equipment and operators must be reliable.

## **13 Operating Costs**

The Contractor shall be responsible for all operating, maintenance, replacement, insurance, and all other costs associated with the operation of the equipment. The Contractor shall also be responsible for payments of Income Tax, Unemployment Insurance, Canada Pension Plan, Worksafe BC payments, and all other payments required by Federal and Provincial statutes.

## **14 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.

The Contractor shall, at his own expense, through the term of the contract secure, maintain and pay for the following coverages:

- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and \$5,000,000.00 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 employers liability with respect to operations of subcontractors
  3. owners protective liability
  4. cross liability
  5. automobile liability (non-owned, hired)
  6. voluntary medical payments

The City, its officers, officials and employees shall be added as additional named insured on all general liability policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforce 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 a responsible insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager - Purchasing and Risk a certified original copy of all such policies as evidence

that such insurance is enforce. 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 and the City to determine their own additional insurance coverages, if any, that are 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 and/or the City at their own expense.

It is understood that this agreement is strictly between the Contractor and the City and in no way shall be interpreted as an employment relationship between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Should any differences arise between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees, they shall be resolved directly between them and the Contractor in this connection.

#### **ALL POLICIES AND CERTIFICATES MUST BE SUBMITTED WITH QUOTATIONS**

#### **15 Business Licence**

Bidders will be required to be the holder of a valid Business Licence for the City of Richmond.

#### **16 Availability**

The equipment quoted will be available for rental to the City on a "reasonably constant basis" during the currency of the Quotation. The Bidder understands that equipment not available on this "reasonably constant basis" will not be given preferred rental regardless of the hourly rate quoted. "A reasonably constant basis" means that the operator will be available for a minimum of 2 out of every 3 requests. 3 consecutive calls in which the operator is unavailable will result in removal from the list for the remainder of the Quotation period.

#### **17 Moves**

No extra payment will be made for moves to and from job sites.

#### **18 Equipment Substitution**

Where the requested piece of equipment is unavailable the contractor may propose an alternate. If accepted, the City will pay the lesser of the bid price for the actual requested piece of equipment. The City will not pay higher rates for larger piece of equipment where such has been substituted by the Contractor in place of the lesser requested piece of equipment.

## **19 Worksafe BC Coverage**

The Contractor shall carry Worksafe BC coverage. The Contractor, as a condition of the contract, shall be responsible for reporting to the Workers' Compensation Board on a quarterly basis. Any contractor failing to report to the Workers' Compensation Board will be removed from the Rental List for the balance of the year. Contractors shall certify on the Quotation Form their Worksafe BC registration number.

## **20 Rental Conditions**

Rental shall be at the discretion of the City on an as and when required basis. The Contractor shall meet the quality of work and provide the type of truck or equipment needed for the nature of work.

## **21 Taxes**

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of hire, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly.

## **22 Laws**

The laws of British Columbia shall govern the work.

## **23 Notices**

Any notice required to be given in this Contract shall be deemed to be duly given to the City of Richmond if sent by registered mail addressed to the 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.

## **24 Assignment**

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

## **25 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.

## **26 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.