



Contract 3698Q

SUPPLY AND INSTALLATION OF SANITARY FORCEMAIN

AT STEVESTON HWY & SHELL ROAD

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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Notice of No Bid

INSTRUCTIONS TO BIDDERS

1. Sealed quotations, plainly marked on the envelope:

CONTRACT 3698Q - SUPPLY AND INSTALLATION OF SANITARY FORCEMAIN AT STEVESTON HWY & SHELL ROAD

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:

Tuesday, September 29th, 2009

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. This Document with completed Forms will become part of the Contract Documents between the City and the successful Bidder.
5. 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.
6. In accordance with the City's Procurement Policy 3104, 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,
 - (vii) Any additional evaluation criteria stated in the contract document.
7. 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.
8. The City of Richmond estimates that this contract will be awarded within **3** 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.

9. 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.
10. 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.

11. 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.
12. 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 successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
13. Inquires during submission of Quotation should be directed as follows:

Purchasing

Daianna Panni
Purchasing Section
City of Richmond

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

Technical

Michael Chan, EIT
Engineering & Public Works
City of Richmond

Telephone: 604.244.1201
E-mail: mchan@richmond.ca

14. 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 time / date set as the closing time for receiving Quotations.
15. Quotations shall be open for acceptance for 60 days following the submission closing date.
16. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
17. 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.
18. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
19. Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

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

SUBTOTAL QUOTED PRICE OF	\$ _____
GST	\$ _____
TOTAL QUOTED PRICE	\$ _____

The above price includes and covers duties, Federal, (including G.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned Bidder agrees to complete the whole of the works by October 15th, 2009.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

UNDERTAKING OF LIABILITY INSURANCE

(To be submitted with 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. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

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

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2009.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY.

STANDARD DOCUMENTS

All work completed under this contract is to be in accordance with the following documents (not included in this document):

- Master Municipal Construction Documents, Volume II, 2000 (MMCD),

MMCD documents may be purchased at:

Master Municipal Construction Documents Association

c/o Support Services Unlimited

102-211 Columbia Street

Vancouver, B.C. V6A 2R5

Phone: 604-681-0295

Fax: 604-681-4545

- City of Richmond Supplementary Specifications and Detail Drawings, June 2005
- City of Richmond Roadway Restoration Regulation Bylaw 7869, April 11, 2005
- Appendix A - Supplementary General Conditions of Contract

SUPPLEMENTARY SPECIFICATIONS

1. 2010 OLYMPIC DISCLAIMER

The Contractor shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the Communications") without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement).

Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Contractor and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, the Contractor shall not refer to VANOC, Vancouver 2010, the "2010 Games", the "Games", " **Venue City**", "Olympic" , "Olympic Oval" or "Olympics", and shall not use any official emblem, logo or mascot of the 2010 Games, the City or the Richmond Olympic Oval in any Communications, without the express prior written consent of the City, which may be withheld.

2. COORDINATION WITH PRIVATE UTILITIES

The utilities owners shall bear the cost of such permanent support, relocation, removal or reconstruction of their utilities as necessitated to accommodate the *Work*. The *Contractor* shall co-ordinate and schedule his work to accommodate such work by the utilities owners. No compensation will be made to the *Contractor* for time and costs associated with such delays which could reasonably be expected for the type of work under this *Contract* and these associated costs shall be included in the unit price rates and lump sum prices for the various items of work to be performed under this *Contract*. In the event that such work by the utilities owners causes the *Contractor* to incur prolonged delays which were beyond what could be reasonably expected for the type of work under this *Contract*, the *Contractor* shall serve notice to request compensation and co-operate to mitigate the additional costs involved. Reasonable compensation to time and such direct additional costs as certified by *the Contract Administrator* will be treated as a *Change* and no compensation will be considered for delay occurred prior to receiving such notice.

3 DISPOSAL OF EXCAVATED MATERIALS

The *Contractor* shall remove all utilities, earthworks, concrete, asphalt and landscaping in accordance with the Drawings and Specifications. The *Contractor* shall, prior to the removal, contact the *Owner* to find out if the owner wishes to retain possession of the same; and, if the owner wishes to retain possession of the same, the *Contractor* shall stockpile the same on the

owner's property. Otherwise, then the same shall become the property of the *Contractor* who shall then dispose of them off the site at his own costs

4 DAMAGE TO EXISTING SERVICES, UTILITIES, ETC.

In the event of damage to existing city services caused by construction, the Contractor shall immediately call the respective City Operations representative and advise them that repair work is required, its location, and request that such work be carried out. Contractor is responsible for any coordinating efforts and waiting time that may be required for the City repair crew to respond. Contractor is responsible to sufficiently expose the damaged city service to allow the repair work to take place. The Contractor shall not carry out any such repair work with his own forces unless authorized by the Contract Administrator. The Contractor shall in no way restrict the activities of the City Operations Department when repairs or alterations are being carried out. Any repairs, which are required to be done, will be at the Contractor's expense.

In the event of damage to existing private utilities caused by construction, the Contractor shall immediately call the owners of the utilities and advise them that repair work is required, its location, and request that such work be carried out. The contractor should also immediately notify the City about the damage to the existing private utility. Contractor is responsible for any coordinating efforts and waiting time that may be required for the utility owner's repair crew to respond. Contractor is responsible to sufficiently expose the damaged utility to allow the repair work to take place. The Contractor shall not carry out any such repair work with his own forces unless authorized by the Respective Utility Owner. The Contractor shall in no way restrict the activities of the utility owner when repairs or alterations are being carried out. Any repairs, which are required to be done, will be at the Contractor's expense.

5 ALTERATIONS OF EXISTING SERVICES, UTILITIES, ETC.

The *Contractor* is responsible for any advance coordination to alter existing city services. Contractor is responsible for any required pre-locating efforts, coordinating activities and waiting time that may be required for the City crew to respond. Contractor is responsible to sufficiently expose the city service to be altered to allow the alteration work to take place. The Contractor shall in no way restrict the activities of the City crew when alterations are being carried out. Any alterations, which are required to be done, will be at the City's expense unless specified otherwise in the Contract Specifications or Contract Drawings or as determined by the Contract Administrator.

The *Contractor* is responsible for any advance coordination of alterations of the existing private utilities with the respective utilities owner. Contractor is responsible for any pre-locating efforts, coordinating activities and waiting time that may be required for the utility owner's crew to respond. Contractor is responsible to sufficiently expose the utility to be altered to allow the alteration work to take place. The Contractor shall in no way restrict the activities of the utility owner's crew when alterations are being carried out. Any alteration which are required to be

done will be at the utility owner's expense unless specified otherwise in the Contract Specifications or Contract Drawings or as determined by the Contract Administrator.

The Contractor is responsible for lowering/raising any existing water, gas main, telephone, cable or any other utility services up to and including 25 mm in diameter to avoid crossing conflicts throughout the project. Coordination with applicable utility companies will be the Contractor's responsibility. Any costs associated with this work are incidental to the *Contract*.

6 DEWATERING AND DRAINAGE

If wellpointing is required, the *Contractor* shall submit an engineered design for the dewatering with the seal of a professional Engineer registered in B.C. The engineering design shall specifically address issues related to settlement of adjacent buildings, structures, road surface and utilities due to dewatering as well as determine acceptable settlement tolerances and establish the settlement monitoring program. The design must be submitted prior to construction for the *Contract Administrators* review. The Contractor shall bear all costs associated with the above engineering design and settlement monitoring program. The Contractor shall bear all cost for any additional insurance required to protect the contractor and the City for any liability issues that may arise due to the settlement of the adjacent structures, road surface and utilities due to the excavation and dewatering.

The *Contractor* shall bear all costs in connection with the effective dewatering of excavations and all other pumping and drainage necessary for the proper construction of the *Work*, including keeping the subgrade, pipes, structures and trenches free of undesirable accumulations of seepage, subsoil water, surface water or rainwater.

The contractor shall ensure quality of water discharged from work or extracted from ground is meeting Federal, Provincial, Metro Vancouver and City requirements for discharging into watercourse, storm sewers and sanitary sewers throughout the dewatering period. Prior to the discharge to the storm system, the treated groundwater should meet the Ambient Aquatic Life Guidelines (AALG) for iron. Please refer to the following:

Provincial Freshwater Aquatic Life Guidelines:

http://www.env.gov.bc.ca/wat/wq/wq_guidelines.html

Canadian Water Quality Guidelines for the Protection of Aquatic Life (Introduction and Summary Table):

<http://ceqg-rcqe.ccme.ca/download/en/312>

<http://ceqg-rcqe.ccme.ca/download/en/222>

If wellpointing is required, the contractor is responsible for all groundwater treatment cost required to discharge the groundwater into the storm sewer system.

7 SHORING

All shoring equipment to be in accordance with Work Safe BC. The *Contractor* shall bear all costs in connection with the effective shoring of excavations necessary for the proper construction of the *Work*. The *Contractor* shall bear all costs for any liability issues that may arise due to shoring.

8 CLEANING UP OF SITE

The *Contractor* shall clean up the site in accordance with GC 4.14. If the *Contractor* vacates any part of the site as being no longer required by him for the purposes of constructing the *Work*, then, if the *Contract Administrator* so orders, such part of the site shall be cleaned up in accordance with GC 4.14 in advance of cleaning up other portions of the site which are still occupied by the *Contractor*.

If the *Contract Administrator* so orders, the *Contractor* shall clean up the site daily.

9 ATTENDANCE

The *Contractor* shall provide, at his own expense, any competent labour required by the *Contract Administrator*, or the *Contract Administrator's* field representatives, in connection with the survey, measurement, checking, inspection and testing of the *Work*. This labour shall be made available upon request during normal working hours. For restrictions regarding hours of work, see Item 17 - Reinstatement.

10 SETTING-OUT

Should the *Contractor* discover or suspect any error in the original points, lines or bench-marks or in those set out by himself, he shall at once discontinue work based on such points, lines or bench-marks, draw the *Contract Administrator's* attention to the same and not resume the work affected until such error has been investigated and, if necessary, rectified.

The *Contractor* shall nevertheless afford the *Contract Administrator*, at the *Contract Administrator's* request, all facilities necessary for checking of the setting-out of the *Work* well in advance of construction. The *Contract Administrator* does not set-out or position the *Work*.

11 MONUMENTS, BENCH-MARKS, IRON PINS AND STAKES

The *Contractor* shall take adequate precautions to protect all property stakes, monuments and iron pins from being removed or displaced as a result of his operations, by placing empty drums over the stakes or by other approved means during the progress of the *Work*. The *Contractor* shall pay all costs for re-establishing all stakes, monuments and iron pins removed or displaced on account of the *Contractor's* act or neglect. All stakes, monuments and iron pins so removed

shall be replaced by a B.C. Land Surveyor engaged by the *Contractor* and approved by the *Contract Administrator*

12 SOILS INFORMATION

The *Contractor* shall be responsible for any test holes and the evaluation of the soil conditions as required by him for his own satisfaction. The *Contractor* is advised that care must be taken when carrying out construction works in all areas in Richmond so as not to cause a pumping condition in the soil.

13 NOISE CONTROL

The Contractor shall provide some adequate means of controlling noise on the project, especially in the use of wellpointing and dewatering equipment during the entire length of time required to carry out the Work. Control of noise on the project shall apply especially between 2000 hours and 0700 hours and on Sundays and statutory holidays.

14 HOURS OF WORK

The Contractor shall schedule the performance of the Work between the hours of 0700 and 2000 hours, Monday through Saturday. No work will be permitted on Sundays or at times outside the hours noted above except by special permission of the Contract Administrator.

City employees will perform the functions required by the *Contract* during City working hours, Monday through Friday, 0800 hours to 1600 hours. The *Contract Administrator* and his staff will perform their duties for 8 hours during each day.

If the *Contractor* schedules his work outside these hours, he will be required to pay for the City employees and the *Contractor Administrator* and his employees in accordance with City rates of overtime. The cost involved will be deducted from payments made to the *Contractor*. City crews will not be reduced from their normal size in overtime hours.

For the purposes of calculating the value of the monies which will be deducted from payments to the *Contractor* for overtime hours worked by Inspectors and Survey crew personnel, the following rates will apply:

Inspector (City)	\$95.00
Inspector (Consultant)	\$110.00
Surveyor	\$91.00
Survey Assistant	\$71.00

It will be minimum 4 hours charge out rate for the Inspector and Survey Crew to work on weekends.

15 AMENDMENTS TO MASTER MUNICIPAL CONSTRUCTION DOCUMENTS, SPECIFICATIONS

Supplementary specifications for amendments to the Specifications in the Master Municipal Construction Documents are contained in "Schedule "A" – Amendments to MMCD Specifications" of the City of Richmond's Supplementary Specifications and Detail Drawings.

16 AS CONSTRUCTED INFORMATION

The *Contractor* shall be responsible to complete and submit, to the City of Richmond, a marked up set of "As Constructed" drawings upon final completion of the civil works. The "As Constructed" drawings shall be kept up to date and be available to the *Contract Administrator* at all times.

The "As Constructed" drawings shall be marked up in red pencil and clearly indicate all revisions to the proposed civil design, profile layout and any conflicting utilities. Completion of the "As Constructed" drawings is included in the contract price.

An amount of **five thousand dollars** (\$5,000) will be withheld from payment to the contractor until the information is provided to the satisfaction of the *Contract Administrator*.

17 REINSTATEMENT

17.1 Permanent Roadway, Curb and Sidewalk Repairs

The Contractor shall be responsible for all permanent reinstatement. This will include roadways, curbs, sidewalks and parking lots, and return all other excavation areas such as landscaping areas to original or better condition, over and around civil works.

Contractor is responsible for reinstatement of all surfaces to previous grade and condition or better in trenches. Contractor is also responsible for all maintenance/repair of settlement areas until the end of the Maintenance Period.

The price tendered shall include everything necessary to saw cut the asphalt or concrete to a maximum depth of 200 mm. For depths greater than 200 mm, an extra payment will be negotiated.

17.2 Restoration Requirements

Refer to Bylaw 7869 for final road restoration requirements. Final mill and pave to be minimum 50mm MMCD upper course #1 for arterial, collector and bus routes roads. Final mill and pave to be minimum 35 mm MMCD upper course #2 for local roads. A minimum six (6) months settlement period is required after original trench restoration. The *Contractor* to notify the City of Richmond a minimum of 5 working days prior to

final road restoration. A copy of the bylaw can be received on the City of Richmond website (www.richmond.ca).

17.3 Sidewalk Restoration Requirements

Final concrete placement to MMCD specifications (100mm thickness)

18 OTHER UTILITIES

It remains however, the responsibility of the Contractor to prove the location and depth of all utilities prior to any excavation.

City of Richmond recommends hand digging and hydro- excavation in the vicinity of all existing utilities to avoid any damage, and assumes no responsibility for any damages caused to other utilities or structures from civil work installation for this project. Any such damage shall be repaired at the Contractor's expense.

The *Contractor* shall ensure that all utilities are properly supported and protected from damage during the work.

The *Contractor* shall notify the City of Richmond (Doug Anderson at 604-233-3334) a minimum of 48 hours in advance of any new works under any AC Water lines. Upon notification the City of Richmond will decide if replacement is necessary. If the exposed section of waterline needs to be replaced, the contractor should schedule their work to allow the City to replace the AC watermain section.

19 SAFETY

For this project the contractor's employee in charge of the work shall assume the responsibilities of Site Safety Coordinator for the duration of work on the contract.

The work shall be performed in accordance with all WCB regulations. In particular, WCB requirements for shoring, for work in proximity to power lines and for entry to and work in confined spaces shall be met at all times.

The *Contractor* shall be responsible for the safety of all persons and property on or about the Project and for ensuring that the work is performed in accordance with all applicable safety requirements.

The *Contractor* shall develop, maintain and supervise for the duration of the work a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders, and general construction practices for the safety of persons or property, including without limitation any general safety rules and

regulations of the Owner and any Worker's Compensation or Occupational Health and Safety legislation or regulations that may be applicable (e.g. WHMIS). The *Contractor* shall provide a copy of the safety program to the Contract Administrator prior to the commencement of construction.

20 TRAFFIC CONTROL

20.1 General Requirements

The City of Richmond requirements for maintaining traffic flow on City roads including adjoining streets, and the extent and timing of street and highway lane closures are:

- Work zone traffic controls shall be in accordance with the "Traffic Control Manual for Work on Roadways" as published by the Highway Engineering Branch, Provincial Ministry of Transportation and Highways (per Richmond Traffic Bylaw, Pt. V., Sect. 18.4);
- The *Contractor* is responsible for preparation and submission of a detailed Traffic Management Plan, which must be approved by the City's Traffic Operations Section prior to starting construction. The TMP should be available for the pre-construction meeting. This management plan must address lane closure plans and the how the same will be handled at all intersections.;
- Advance warning signs of the roadwork dates and restrictions must be installed three working days prior to the start of construction. Contact Traffic Operations at (604) 276-4210 or (604) 276-4388 to obtain the layout of the signs and the installation locations a minimum of two weeks prior to the start of the project. Costs to install signs is included in the watermain pay items provided in the Schedule of Quantities and Prices;
- A minimum of one lane of traffic shall be maintained in each direction at all times during the authorized construction times, all lanes must be opened to traffic outside the authorised construction times. Single lane alternating traffic shall be permitted during the works when necessary;
- The Traffic Control Supervisor must monitor the nearby intersection(s) for traffic queuing back to that intersection as a result of construction work. If this occurs, construction activity must cease and traffic cleared before resuming the construction activity.
- No roadwork shall be permitted or no material or equipment left on the roadway outside the authorized hours of work;
- No excavation in the paved roadway shall be left open overnight or during the day; any excavation will be back-filled or steel plates will be placed to cover the excavation to allow for the passage of traffic and pedestrians during the non working hours. Steel plates to be installed with the asphalt ramps at both ends of traffic flow;
- Safe pedestrian and cycling passage and access to adjacent properties must be maintained at all times;
- At the approaches to signalised intersections extreme care is to be taken to avoid damage to traffic conduits and conductors including vehicle detector loops and leads. Further

- information or any arrangements required due to unavoidable conflicts are to be directed to the Signal Control Centre, Jeff Bycraft at 276-4031 or Steve Matheson at 276-4033;
- The Signal Control Centre is to be advised if any vehicles or equipment are positioned over the detector loops while work proceeds. Temporary reprogramming of the traffic controller may be required;
 - Any weekend work proposed on roadways shall require prior approval from Traffic Operations, any night and/or Noise Bylaw exemptions requires approval from the Engineering Department. Two weeks notice is required to process the application for Noise Bylaw exemption.
 - Any work near or within an intersection must be conducted so that traffic is maintained in all directions.
 - There is to be no parking of any non essential vehicles on the roadway (including within the section of lane that is closed);
 - Existing traffic control devices must be respected at all times (only a peace officer has the authority to override intersection traffic signals).
 - Coast Mountain Bus Company must be advised at least one (1) weeks in advance of any works that will occur in Bus stops or Bus routes. Contact Marty Flick at 604-953-3505.
 - The Contractor is responsible to prepare and deliver construction advisory letters to affected businesses and residents prior to construction and any road lane closure. The Contract Administrator shall review the letters prior to delivery. There will be no additional cost to prepare and deliver the letters.

Traffic Operations assistance and / or enquiries can be directed to Bill Dhaliwal at 276-4210 or Cameron Robertson at 276-4338.

21 PRIVATE PROPERTY WORKS

The contractor cannot start any work on private property until City's agreements with property owners are finalized and the Contractor has been notified by the City that the Contractor may start the work.

The *Contractor* shall keep a daily photographic record of its work on private property and provide a weekly copy thereof to the Contract Administrator.

The *Contractor* shall not take instruction from the private property owner regarding modification to design and construction. All instruction regarding private properties work and changes will be given by the City through the Contract Administrator.

Private arrangements between the *Contractor* and private property owners will be completely independent and separate from this project.

Damages caused to private property by the *Contractor* must be repaired by the Contractor to the original conditions or better. In the event the Contractor fails to repair the damages, the damages will be fixed at the City's expense and will be debited back to the *Contractor* on its monthly

payment certificate. The Contractor must obtain the Release signed by the Property Owner and submit it to the Contract Administrator.

22 RE-USE OF EXCAVATED MATERIALS

Re-Use of suitable excavated materials may be permitted by the Contract Administrator in lieu of granular fill in special cases provided that the following conditions are met:

22.1 Excavated Asphalt Pavement

Excavated asphalt pavement may not be re-used.

22.2 Excavated Gravel

The suitable excavated gravel material located below the asphalt pavement or located on the adjacent shoulder may be re-used on the job site, but only in place of general fill or in place of granular sub-base, and only if such material is not contaminated during excavation with silt, topsoil or other deleterious materials. The requirement for maximum percent passing #200 sieve must be met.

22.3 Excavated Sand

Excavated Sand may not be re-used

22.4 Recycled Aggregate Materials

Re-use of crushed asphaltic pavements are not permitted.

22.5 Excavated Native Materials

Fill material required under landscaping areas may be excavated native clay and topsoil material except that:

- a) The first 2.20 metres behind back of curb and the first 0.30 metres from edge of any driveway shall be sand backfilled with backslope of 1:1 or flatter; and
- b) For utilities trenches, native backfill will NOT be allowed in the "Initial Backfill" area.

23 FENCES, TREES, SHRUBS, HEDGES

The *Contractor* shall be responsible for all costs of removing fences, shrubs, trees or hedges shown on the drawings as being within the proposed work area or working easement area. The removed material shall be disposed of by the *Contractor* to the Contract Administrator's satisfaction. Those trees outside the proposed work area or working easement area shall not be

removed but shall be retained and protected. Only authorized items may be removed. The *Contractor* shall be fully responsible for all reinstatement costs if he removes or damages fences, trees, shrubs, or hedges not authorized for removal. The cost of the tree removal, tree protection, fence and landscaping features removal and reinstatement is included under watermain pay items. No extra payment will be made for removing or alternately, for protecting fences, shrubs, trees or hedges.

The Contractor shall follow all requirements of City Bylaw No.8057 “Tree Protection”. Prior to commencing the Work the Contractor shall hire an arborist to complete an assessment and prepare report of the affected tree types and impact of the Work (excavation and working space) on the individual trees. The Contractor’s Arborist should work with the City’s Arborist to prepare the report for Contractor Administrator’s review and approval.

The trimming of the trees will be done by the City at no cost to the contractor.

PROJECT SPECIFICATIONS

1 LOCATION OF WORK

East side of Shell Road West, from 50 metres North of Steveston Highway, running for approximately 140 metres to the South.

2. CONTRACT SCHEDULE

The *Work* under this *Contract* shall be completed no later than **October 29, 2009**

3. SCOPE OF WORK

3.1 Reconnection of Abandoned Sanitary Main

To reconnect a section of an abandoned sanitary pipe by installing a new section of HDPE pipe. Refer to contract drawing for details.

3.2 Water Pressure Testing

Upon completion of the connection, contractor shall perform a water pressure test for the 400 diameter sanitary pipe from south of Hammersmith Gate to South of Williams Rd. Refer to sketches for reference.

- Contractor to inform and coordinate with METRO VANCOUVER & BC One Call before performing water pressure test.
- Before exposing the forcemain, contractor should refer to City of Richmond drawing Gen 08-73 for forcemain's approximate elevation & location.
- Contractor to expose forcemain at 4 locations on Shell Rd: south side of Hammersmith Gate, south side of Steveston Hwy, north side of Steveston Hwy and south side of Williams Rd.
 - Install (1) saddle, (1) test gauge and (1) water hookup, south side of Hammersmith Gate
 - Install (2) saddles, (1) blow off valve, (1) test gauge and (1) water hookup, south side of Steveston
 - Install (2) saddles, (2) blow off valve, north side of Steveston
 - Install (1) saddle, (1) test gauge and (1) water hookup, south side of Williams Road
- Saddles should be installed at least 2 meters away from gate valve and 40 meters away from intersection.
- Contractor to use the closest hydrant for water source
- City of Richmond to supply hydrant permit and adaptor at no cost to Contractor

- Testing pressure to be 30 psi
- Refer to MMCD 02732.3.15 for testing procedures
- Contractor to flush pipe with vacuum truck after testing is completed. Cost for vacuuming to be included in contract price.
- Vacuum truck can dispose at the sanitary pump station near the Armory on No. 4 Rd. Contact project engineer for schedule before disposal.
- Contractor to backfill and reinstate road to existing condition. Restoration to comply with City Bylaw 7869 and MMCD G4 & G5.
- Contract to setup traffic control during the test period.

4. LETTER TO RESIDENTS

The Contractor is responsible to prepare and deliver construction advisory letters to affected businesses and residents prior to construction and any road lane closure. The Contract Administrator shall review the letters prior to delivery. There will be no additional cost to prepare and deliver the letters.

5. EXTERNAL POINT REPAIR

5.1 General

5.1.1 Description of Work

This specification shall cover the reconnection of the abandoned AC sanitary forcemain at select locations by Directional Drill method. The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, material, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory performance and completion of all works shown on the Drawings (“the Works”) and hereinafter specified. Pressure testing has to be carried out for the entire abandoned 400 dia. sanitary main upon the completion of the reconnection.

5.1.2 Related Work

Excavating, Trenching and Backfilling - Section 02223 in MMCD

Sanitary Forcemains – Section 02732 in MMCD

Water Pressure Testing – Section 02732.3.15 in MMCD

5.1.3 Measurement for Payment

Payment of the Works shall be a made as a lump sum price and shall be full compensation for the supply of all equipment and materials and the performing of all operations to complete the work as specified including any items incidental to the work.

Payment will include, but not limited to, traffic management, surface preparation, excavation, saw-cutting the existing pavement where applicable, disposal of surplus excavated material, shoring, drainage, dewatering, flow bypass arrangement, supply and installation of all pipe, fittings and related materials, bedding, base construction, cutting the existing pipe to the specified limits, connecting the existing pipe with new PVC sections, connecting the new PVC pipe sections with HDPE pipe with directional drilling, installation of knife gate valves and cleanouts, installation of concrete pads, imported backfill, surface or pavement restoration to original or better conditions where applicable, CCTV inspection (pre-installation, post construction and post one year maintenance), water pressure testing, installation of saddles, test gauges, blow off valves, water hook up and all other work and materials necessary to complete the installations as specified herein.

5.2 Products

5.2.1 Pipe

Pipe shall be CSA approved Polyvinyl Chloride (PVC) & High-Density Polyethylene (HDPE).

5.2.2 Fittings

All metal parts and fittings are to be stainless steel.

5.3 Execution

5.3.1 Notice

Provide at least seventy-two (72) hours written notice to all utility companies, Contract Administrator and property owners in the immediate vicinity of his operations prior to the commencement of construction and shall, if requested, co-operate with such parties in the protection, removal or relocation of their installations and property. Make all connections to existing utilities in the presence of the Contract Administrator.

5.3.2 Existing Sewage Flow

Maintain existing sewage flows during construction. Submit to the Contract Administrator means to divert flow (i.e. bypass pumping) or other means to maintain sewer service to all residents.

5.3.3 Trench Detail

Backfill trenching shall be according to MMCD Standard Drawing G4. Imported granular pipe bedding and surrounding material as per Section 02226 is required. Approved Native backfill may be used within boulevards and easements.

Pavement restoration shall be in accordance with the City of Richmond's Engineering Design Specifications (June 2008) and the Road Restoration Regulation Bylaw 7869.

5.3.4 Concrete Bedding and Encasement

Neither concrete bedding nor encasement will be permitted, unless expressly authorised by the Contract Administrator.

5.3.5 Minimum Excavation

The Contractor shall excavate all trenches to Standard Drawing G4. Do not exceed the maximum allowable width without prior approval from the Contract Administrator.

To prevent damage to existing utilities, excavate the last 300 mm over the existing utility by hand.

5.3.6 Pipe Installation

- Handle pipe in accordance with manufacturer's recommendations.
- New pipe that is used in repairing displaced joints and damaged points of existing pipe must be installed at a minimum length of one (1) meter.
- Trench bottom to be uniform and continuous with no high spots.
- In unstable soils, it may be necessary to over excavate the trench bottom to at least 300 mm to provide a satisfactory foundation. The trench bottom must be kept dry during installation.
- Cut pipes as required, as recommended by pipe manufacturer, without damaging pipe and leave smooth end at right angles to axis of pipe.
- Joints:
 - .1 Maintain pipe joints free of all mud, silt, gravel, and all other foreign material;
 - .2 Align pipes carefully before joining;
 - .3 Shall be of the "Butt-wrapped" type. Pipe to be prepared by sanding outside of ends to be over-wrapped. The outside diameter of the two pipes must be reasonable close.
 - .4 Joints shall be watertight.
 - .5 Shear band couplings or industry equivalent are to be used in connecting repair joints.

5.3.7 Backfill

Place and compact backfill in accordance with MMCD Section 02223.

5.3.8 Water Testing

Test the pipe in accordance with MMCD Section 02732.3.15

ENVIRONMENTAL TERMS AND CONDITIONS OF CONTRACT

1. ENVIRONMENTAL POLICY REQUIREMENTS

1.1 The City of Richmond's Environmental Purchasing Policy

The City of Richmond's Environmental Purchasing Policy states:

In order to increase the development and awareness of environmentally sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

- 1.1.1 The City of Richmond reserves the right to request information from bidders that will demonstrate compliance to this environmental purchasing policy.
- 1.1.2 Bidders are asked to supply information on environmentally preferable products and services that meet all specifications and performance requirements.
- 1.1.3 Placing the City of Richmond in breach of its environmental policy or environmental laws will result in the termination or suspension of an agreement, at the sole discretion of the City.

1.2 Environmental attributes of company

- 1.2.1 It is desirable that suppliers to the City of Richmond have an environmental policy statement approved at the executive level and implemented across the company.
- 1.2.2 Suppliers who have pursued environmental certification such as ISO 14001 should include this information with their bid. The ISO 14000 Series is a set of international standards for voluntary environmental management for both private and public organizations. It is designed to

promote environmental compliance, ensure a commitment to pollution prevention, and foster continual improvement of environmental performance through efficient environmental management.

- 1.2.3 The City of Richmond strictly subscribes to an environmental policy that requires all suppliers to be in compliance with all environmental laws and regulations regarding the manufacture, processing, handling, provision, disposal and waste management of goods and services.

1.3 Environmental purchasing resources

- 1.3.1 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site at:

<http://www.richmond.ca/services/environment/policies/purchasing.htm>

1.4 Environmental sensitivities

The environmental sensitivities of the site are:

- potential for sediment laden water to be released from worksite.
- potential for spill of oil fuel or other hazardous substances.
- potential for highly alkaline run-off from freshly curing cement.

The required best management practices are summarized below.

1.4.1 Excavations

BEFORE starting excavation, check to see that no other subsurface facilities are present.

Minimize damage to trees or shrubs, particularly the roots of large trees (Consult *Contract Administrator* if in doubt). Place excavated soil away from drains and protect from eroding. For example, cover with tarp or plastic. Prevent runoff from adjacent land from entering worksite. Pump silt laden water from excavation to well-vegetated land distant from other drainages or to licensed tanker truck for off-site disposal. Do not pump discoloured water to storm sewer or road surface. Ensure that soil not returned to the excavation is left in stable, non-eroding condition consistent with surrounding land. Ensure site restoration by contouring backfilled excavations to blend in with adjacent landscape.

1.4.2 Spill Preparedness and Response

Ensure there is a spill kit on-site at all times. Avoid spills to water by parking machinery away from drains, or blocking them with a temporary mat if vehicle or equipment must be used near drains leading to storm outlets.

In the event of a spill, follow established spill response procedures:

Ensure Safety – to employees, public; use protective equipment.

Stop the Flow – act quickly; close valves; plug leaks.

Secure the Area – limit access; move non-essential people; eliminate ignition sources; test PCB content.

Contain the Spill – block drains; prevent oil entering waterways; use Spill Kit sorbents, earth, sod.

Notify/Report – notify PEP if quantities exceed threshold (check BC Hydro information sheet or contact the Contract Administrator). Notify contract administrator/supervisor as soon as possible. Complete spill report and submit to Contract Administrator.

Clean Up – place clean up material in leak proof, sealed, labelled containers; protect from weather; store in secure location.

1.4.3 Concrete Work

Ensure runoff from freshly poured concrete does not enter ditch or other watercourses. Concrete truck or mixer wash water must not be permitted to enter a watercourse. Dispose of it in pit or an approved off-site location.

GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL

1.1 Definitions

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

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

1.3 The City: City of Richmond.

Acceptance of the City of Richmond's Purchase order deems acceptance of all conditions of the supply and installation 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. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.

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.

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.

- (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.

12.1 Time

Time shall be the essence in this Contract.

13. ASSIGNMENT

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

14. 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 Purchasing and Risk Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

15. SETTLEMENT OF COMPLAINTS RE: WORK

If, in the opinion of the Manager Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing and Risk may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Manager Purchasing and Risk may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor

shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

16. PERSONNEL

16.1 Qualified Personnel

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

16.2 Subcontractors

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Quotation Form and approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

16.3 Replacement of Personnel or Sub-Contractors

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

16.4 City's Own Forces and Other Contractors

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

17. 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.

18. 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.

19. PAYMENTS

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

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

20. 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 terms of the contract secure, maintain, and pay for the following coverages:

- (a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
1. Contractual liability assumed under this agreement.
 2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.

4. Cross liability.
 5. Automobile liability (non-owned, hired).
 6. Completed operations liability 24 months after completed operations.
 7. Voluntary medical payments.
- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 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.

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.

The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.

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.

21. 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 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.
3698Q

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	

