



INVITATION TO TENDER ("ITT") PS09181

SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY ELECTRICAL AT OLYMPIC VILLAGE STATION

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, November 3, 2009 and registered at 11:00:00 A.M Wednesday November 4, 2009.

NOTES:

1. Tenders are to be submitted in envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

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

Julia Johnston
Buyer

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INSTRUCTIONS TO TENDERERS**

NOTE: The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this ITT, including this Part A of this ITT, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Description of Requirement

- 1.1 Tenders are invited for the supply and installation of car park and pathway electrical at Olympic Village Station Landscaping in accordance with the Requirements of this ITT for the City of Vancouver (the "City").
- 1.2 Tenderers are to submit Tenders for the full Requirements only. Partial responses may be put aside and given no consideration.

2.0 Contract Term - Intentionally Omitted

3.0 Pricing

- 3.1 Pursuant to Part A - Section 11.2, Tenders are irrevocable and remain open for ninety (90) days. Therefore the pricing within the Tender is also irrevocable and may not be withdrawn or altered after the Closing Time.
- 3.2 Prices quoted are to be exclusive of GST and PST, except where expressly requested.
- 3.3 Pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City.
- 3.4 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 3.5 Prices are to be quoted in Canadian currency.

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page no later than five (5) Business Days prior to the Closing Time. If required, an addendum will be posted on the City's website.

5.0 Conduct of the Contract

- 5.1 The City's Manager - Supply Management shall have the conduct of the ITT on behalf of the City and will be the City's Designated Representative under the Contract.

6.0 Inspection of Site

- 6.1 Where applicable, Bidders shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

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7.0 Submission of Tender

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time. Tenders are to be submitted utilizing Part E - Tender Form of this ITT and then enclosed in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.2 Tenders are to submit their Tenders in the following format:
- a) Part d - Tender Form
 - b) Documents Required pursuant to Table on First Page of Tender Form
 - c) Appendix 1 - Certificate of Existing Insurance
- 7.3 Tenders received after the Closing Time or in locations other than the Supply Management Office, may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.
- 7.4 The Tenderer shall submit two (2) copies of its Tender in accordance with the instructions stated in this ITT.
- 7.5 Tenders are to be submitted in English.
- 7.6 The Tenderer is to enter its corporate or legal business name on the first page of Part E -Tender Form. The Tender Form is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Tender Form are to be initialled by the authorized signatory in the spaces provided.
- 7.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory delivered to the office of the City Clerk prior to the Closing Time.
- 7.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:

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- a) that will be sufficient to fully release and discharge the City from all further liability; and
- b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).

8.0 Bid and Performance Security

8.1 No bid security is required as part of this ITT.

8.2 The Tenderer shall include with its Tender proof of ability to provide a Letter of Credit in the amount(s) set out in Part C - Special Conditions - Section 1.0 "Proof of Ability to Provide Letter of Credit and Insurance".

9.0 Declaration - No conflict of Interest/ No Collusion

9.1 Declaration as to Conflict of Interest

The Tenderer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's or organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out in Part E - Form of Tender, Section 1.2.

9.2 Declaration as to Collusion

The Tenderer now confirms and warrants that

- a) the Tenderer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this ITT; and
- b) the Tenderer is not competing within this ITT process with any entity which it is legally or financially associated or affiliated.

10.0 Evaluation of Tenders

10.1 Tenders will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out in this ITT including, but not limited to:

- a) The Tenderer's ability to meet the Requirements, qualifications and competencies set out in this ITT;

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- b) The Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - c) The bidder's ability to deliver the Services when and where required;
 - d) Financial offer including prices and, where applicable, operating and maintenance costs, warranty terms and warranty value, and any other life cycle cost considerations;
 - e) The bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability, track record; and references of current and former customers;
 - f) Environmental responsibility demonstrated by the bidder;
 - g) Equipment quality, configuration, age and condition; and
 - h) Any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 10.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.
- 10.3 Prior to Contract award, the Tenderer may be required to demonstrate financial stability. Should the City so request, the Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant, covering the last two (2) fiscal years.
- 10.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- 10.5 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out in this ITT.
- 10.6 Preference may be given to Tenders offering environmentally beneficial products or services.
- 11.0 Acceptance and Rejection of Tenders**
- 11.1 Notwithstanding any other provision in the ITT documents, the City has in its sole discretion, the unfettered right to:

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- a) accept any Tender;
 - b) reject any Tender;
 - c) reject all Tenders;
 - d) accept a Tender which is not the lowest Tender;
 - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this ITT;
 - f) reject a Tender even if it is the only Tender received by the City;
 - g) accept all or any part of a Tender; and
 - h) split the Requirements between one or more Tenderers.
- 11.2 All Tenders are irrevocable and remain open for acceptance for ninety (90) calendar days after the Closing Time, whether or not another Tender has been accepted.
- 11.3 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of this ITT.
- 11.4 The City may waive any non-compliance with the ITT, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this ITT and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the ITT or which have not complied with the ITT process for submission.
- 12.0 Award of Contract**
- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 12.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract by issuing a Notice of Award.
- 12.3 The Notice of Award and subsequent purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 12.4 The Notice of Award, Tender, ITT, purchase order(s), and such other documents including all amendments or addenda, will form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) the Notice of Award,

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- b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from vancouver.ca/bid/terms.htm);
- c) or any mutually agreed to written amendments between the Tenderer and the City;
- d) the Tender; and
- e) the ITT and any subsequent addenda.

12.5 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any Work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.

12.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.

13.0 Quantities

13.1 The quantities stated in this ITT are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

14.0 Brand Names

14.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Tenderer's responsibility to name such a product in its Tender. Evidence of equality in the form of samples may be requested.

15.0 Alternates and/or Variations to Specifications

15.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Specifications, or if the Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be the equivalent.

15.2 Tenderers shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

15.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.

15.4 The City is not obligated to accept any alternatives.

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15.5 The City will determine what constitutes allowable variations.

16.0 Environmental Responsibility

16.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.

16.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

17.0 Named Sub-contractors

17.1 The Tenderer agrees that the sub-contractors shown in its Tender are the sub-contractors that it proposes to use to carry out the Requirements. The Tenderer agrees to engage the listed sub-contractors and no others in their stead without prior written authorization of the City.

17.2 The City may or may not reject Tenders from any Tender that proposes to sub-contract all or substantially all of the Requirements.

18.0 Access/Ownership of Tender Information

18.1 ITT Documents Remain/Tender Becomes - City's Property

a) All Tender packages and addenda provided to the Tenderer by the City remain the property of the City and must be returned to the City upon request.

b) The documentation containing the Tender, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Tender.

18.2 Tenderer's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Tender in the course of publicly reporting to the Vancouver City Council on the Invitation to Tender results or announcing the results of the Tenders to the Tenderer, the City will treat all material and information expressly submitted by the Tenderer (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Tenderer now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Tender (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Tender (or any other submissions) including, without limitation, records relating only to the Tenderer.

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18.3 All City Data/Information is Confidential

The Tenderer will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Tenderer at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Tenderer will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Tenderer may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Tenderer's possession or knowledge in connection with this Tender process is confidential and may not be disclosed or utilized in any way except in accordance with this Invitation to Tender.

18.4 Disclosure Requires Prior Consent

The Tenderer may not divulge any information respecting the Tender process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

18.5 Declaration of Confidentiality

The Tenderer now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public tender opening:

- a) the information supplied by the Tenderer in response to this Invitation to Tender is expressly provided in strict confidence;
- b) any records made of the evaluation of the Tenderer's Tender and all other submissions will be the property of, and private to, the City and will not be disclosed to the Tenderer nor anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Tenderer's trade secrets or proprietary commercial information concerning its private business affairs; and
- d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Tenderer's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Tenderer and/or the City.

19.0 Special Conditions

- 19.1 Where Special Conditions are attached to this ITT and they conflict in any way with any other part of this ITT, the Special Conditions shall take precedence.

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PART B - GENERAL CONDITIONS**

1.0 Definitions

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

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

"BC Motor Vehicle Legislation" means all British Columbia legislation relating to the equipping and manufacturing of vehicles for operation in British Columbia and includes without limitation and by way of example only, the *Commercial Transport Act*, *Commercial Transport Regulations*, *Motor Vehicle Act*, and *Motor Vehicle Regulations* of British Columbia.

"City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract, and includes the person or person holding the title set out in Part A - Section 5.0 - *Conduct of Contract*;

"Closing Time" means the closing date, time, and place as set out on the title page of this ITT;

"Contract" means the agreement formed between the City and the Contractor as evidenced by the City's issuance of a Notice of Award;

"Contract Documents" means the ITT, any Amendments or Addenda issued pursuant to this ITT, the Contractor's Tender, any City purchase order, and any changes to the foregoing agreed to in writing by the parties;

"Contract Price" means the price(s) for the Product and Work set out in the Tender Form;

"Contractor" means the successful Tenderer (whether an individual, partnership, corporation or combination of same, including joint venturers) who or which executes the Tender which is then accepted in writing by the City;

"Delivery Date" means the date(s) on which the City requires the Contractor to deliver the goods to the City's Delivery Site;

"Delivery Site" means City of Vancouver, Olympic Village Station, 595 West 2nd Avenue, Vancouver BC, unless otherwise stated in this ITT;

"Effective Date" means that date which is seven (7) days after the date of award of this Contract by the City to the Contractor;

"F.O.B." means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as "F.O.B." or "Delivery Site";

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"GST" means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefore in force from time-to-time;

"ITT" means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Requirements; Part D - Tender Form; Appendix 1 - Certificate of Existing Insurance; Appendix 2 - Certificate of Insurance; and any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

"Minimum Warranty Period" means the period of time starting on the Effective Date and expiring one year after the Warranty Start Date for the last Unit delivered to and accepted by the City under this Contract;

"Notice of Award" means the document duly signed by an authorized signatory for the City evidencing the City's acceptance of the successful Tenderer's Tender by way of a signed copy of the "Acceptance" portion of Part E - Tender Form;

"Product" means, depending on the context, one or more Units;

"PST" means British Columbia provincial sales tax administered under the *Social Service Tax Act* and any successor tax or levy therefore in force from time-to-time;

"Requirements" means all of the Specifications, requirements and obligations of the Contractor set out in this ITT;

"Security Clearance" means that level of security clearance required by the City or its police department for Contractor personnel accessing the information or premises required to be accessed in order to perform the Work under this Contract;

"Specifications" means that part of the Requirements set out in this ITT;

"Tender" means an offer submitted by the Tender in response to this ITT and in substantial compliance with this ITT;

"Tenderer" means the individual, partnership, corporation or combination of same, including joint venturers, who or which are named as such on the first page of Part E - Tender Form;

"Warranty" has the meaning set out in Section 14.0 - *Warranty* of these General Conditions;

"Warranty Start Date" has the meaning set out in Section 14.5 of these General Conditions;

"WorkSafeBC" means the Workers Compensation Board, a provincial Crown corporation created pursuant to the *Workers Compensation Act* (British Columbia);

"WorkSafeBC Rules" means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

"Work Schedule" means those Requirements which relate to the dates and times by which the Contractor is required to deliver the Product and Work;

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"Work Site" means the site where the Work is being performed.

2.0 Notices

- 2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and if addressed to the City will be sent to the civic address, fax number or e-mail address provided by the City from time to time for the City's Designated Representative, and if to the Contractor will be sent to the civic address, fax number, or e-mail address set out in its Tender or otherwise provided by the Contractor from time to time.
- 2.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, is delivered by hand or sent by registered mail to the civic address (in which case it will be deemed to have been received on the first business day after its actual receipt or arrival at such civic address).

3.0 Assignment

- 3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 5.1 of the Tender Form or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.
- 3.2 In the event that the City consents to any such assignment or other disposition, the Contractor will not be relieved of any of its obligations under the Contract and will remain fully liable under the Contract to perform the Requirements.

4.0 Independent Contractor

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

5.0 Sub-contractors

- 5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Requirements to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Tender Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, subcontract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

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6.0 Time of the Essence

6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 Laws, Permits and Regulations

7.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.

7.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application of this Contract.

7.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Workplace Hazardous Materials Information System ("WHMIS")

8.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.

9.0 Product Standards

9.1 The Product shall comply with all standards referred to in the Specifications.

10.0 Changes in Requirements

10.1 City May Request

The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than five (5) days after receipt of such notice, inform the City of any adjustments to the Work Schedule or Contract Price, either advancing or delaying the Work Schedule or increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or will notify the City that no adjustment is required. If adjustments to the Work Schedule or Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements, Work Schedule, and the Contract Price will then be deemed to be amended as agreed by the City.

10.2 Disputes Over Requested Change

If the City determines that such adjustments, to the Work Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Part B - Section 25.0 - *Dispute Resolution* (in which

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case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Part B - Section 25.1).

- b) The City may proceed with this Contract without the proposed change in Requirements.
- c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
 - i) Ninety (90) days prior written notice of cancellation with respect to any given category of Product or Work (as those categories are set out in Tender Form), or
 - ii) One hundred and twenty (120) days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

10.3 Disputes as to Requirements (Where No Prior Change Request)

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Work. They will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the claim, and the contractor will then be at liberty to contest or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

11.0 Delivery

- 11.1 All materials shall be delivered to City of Vancouver, Olympic Village Station, 595 West 2nd Avenue, Vancouver, BC, V5Y 1E3.
- 11.2 Deliveries must be made between 8:00 a.m. and 4:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.
- 11.3 The following documentation shall accompany each order at the time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the order:
 - a) Copy of the bidder's invoice to the City for the material;
 - b) Customs documentation, if applicable; and
 - c) All other documents required by the Specifications to be delivered concurrently with the material.

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11.4 The City of Vancouver address shown on the documentation should read the same as the Delivery Site address set out in Section 1.0 - *Definitions* of Part B - General Conditions.

12.0 Quality of Workmanship and Materials

12.1 The Contractor shall perform the Work with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the ITT.

12.2 Materials, goods and equipment shall be new, free and clear of all liens, charges and encumbrances, the latest model, complete with all necessary accessories for operation and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

12.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

13.0 Inspection

13.1 All goods, materials, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, equipment and/or services that are not in accordance with the Specifications, Requirements or the Contractor's warranty (expressed or implied).

13.2 Acceptance or rejection of the goods, materials, equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials, equipment and/or services shall not relieve the Contractor from responsibility for such goods, materials, equipment and/or services that are not in accordance with the Contract.

13.3 The City shall be the final judge of all goods, materials, equipment and/or services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.

13.4 The City will not be deemed to have accepted the goods, materials, equipment and/or services by virtue of a partial or full payment for them.

14.0 Warranty

14.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).

14.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.

14.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories

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for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.

14.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.

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

15.0 Protection of Person and Property

15.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.

15.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.

16.0 Rectification of Damage and Defects

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

17.0 Clean Up

17.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

18.0 Indemnification

18.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.

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

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- 18.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 18.4 The Contractor shall assume the defense of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

19.0 Termination

- 19.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, equipment and/or services as have been supplied up to the date of the termination of the Contract(s).
- 19.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

20.0 Insurance Requirements

- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage's with minimum limits of not less than those shown in the respective items set out below.
- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall

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provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.

- 20.3 The Contractor and each of its sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 20.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 20.6 Within fourteen (14) days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 2- *Certificate of Insurance*. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. At any time, and from time to time, and within fourteen (14) days of a request for same, certified copies of all insurance policies will be made available to the City's Designated Representative.
- 20.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative detailed certificates of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 20.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed more than five thousand dollars (\$5,000) per occurrence.

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The policy of insurance shall:

- i) be on an occurrence form;
- ii) add the City and its officials, officers, employees and agents as additional insureds;
- iii) contain a cross-liability or severability of interest clause;
- iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor in connection with this Contract.

c) All Risk Property Insurance

The Contractor will maintain all risks insurance protecting the Contractor and the City against physical loss or damage to each Unit and all components thereof in an amount of not less than the full Contract price and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its interest and will contain a waiver of subrogation in favour of the City. The policy will contain a deductible of no more than five thousand (\$5,000) dollars for each and every claim.

21.0 Worksafe BC Compliance

- 21.1 Within seven (7) days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 21.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 21.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 21.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.

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- 21.5 The Contractor will 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:
- i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
 - iii) any breach of the Contractor's obligations under this General Condition.

22.0 Character of Workers

- 22.1 On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including but not limited to the following:
- a) lack of or failure to obtain any required Security Clearance;
 - b) intoxication;
 - c) use of foul, profane, vulgar or obscene language or gestures;
 - d) solicitation of gratuities or tips from any person for services performed under the Contract;
 - e) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
 - f) any action which may constitute a public nuisance or disorderly conduct.
- 22.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, sub-contractor or agent has been removed from further involvement with this Contract.

23.0 Unavoidable Delay

- 23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strike or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees and Sub-contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

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24.0 Failure to Perform

- 24.1 Should the Contractor neglect to execute the Requirements properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.
- 24.2 If the Contractor fails to perform any provision of this Contract, the City may upon ten (10) days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Part B - Section 24.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, letter of credit, or insurance, all of which will survive any such termination of the Contract.

25.0 Dispute Resolution

- 25.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 25.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.
- 25.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 25.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

26.0 Contract Price/Payment

- 26.1 The Contract Price is fixed and may not be changed by either party except to the extent mutually agreed upon by both parties in writing pursuant to Section 10.0 - *Changes in Requirements*.
- 26.2 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and or services, whichever is the later.

27.0 Taxes

- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 27.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs are deemed to be included in the Contract Price.

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27.3 Invoices must separately show the appropriate amounts for GST and PST.

28.0 Non-resident Withholding Tax

28.1 The *Income Tax Act (Canada)* requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the work and should seek the advice of a Canadian tax lawyer.

28.2 The City is legally required by the *Income Tax Act (Canada)* to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of the withholding is determined by the residency of the non-resident and the applicable Income Tax Act Regulations.

29.0 Failure to Enforce

29.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

30.0 Successors and Assigns

30.1 This Contract will benefit and bind each party and its successors and permitted assigns.

31.0 No Promotion of Relationship

31.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials 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 the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", any official emblem, logo or mascot of the City or of 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

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1.0 Scope of Work

1.1 The successful contractor will be required to provide electrical installation for the car park and pathway lighting system including coordination with utility (BC Hydro). As well as the supply and install of wiring and cable in existing raceways, and install of City supplied luminaries.

2.0 Access to the Site

2.1 Access to the site is from Ash Street in Vancouver, BC.

3.0 Commencement of Works

3.1 The site will be available from November 8th, 2009 (the site may become available sooner).

4.0 Completion of Works

4.1 The installation should be completed by December 11th, 2009.

5.0 General Requirements

5.1 The Contractor to include the furnishing of all labour and materials, unless specified otherwise, to complete and put into operating condition all electrical systems as indicated on the drawings and specified herein.

5.2 It is the intent of the work to provide complete, neatly finished, and operational systems and any labour, material, permits, licenses, approvals and inspections required for completion of the work, whether specifically mentioned in the drawings or specifications or not, are to be included in the tendered price.

5.3 Responsibility as to which trade provides required articles or materials rests solely with the Electrical Contractor. Extras will not be considered based on grounds of difference of interpretation of specifications as to which trade involved shall provide certain specialties or materials.

5.4 The drawings and specifications for the complete works, including all of those related to other trades are to be examined before submitting tenders. All electrical requirements indicated are to be included in the scope of work.

5.5 Clean up and remove all unused wiring and conduits.

5.6 Remove and reinstall existing devices to facilitate construction as required.

5.7 Confirm outlet locations and mounting height with project coordinator on site prior to installation.

6.0 Drawings and Specifications

6.1 Drawings and specifications are complementary to each other and what is called for by one is to be binding as if called for by both.

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6.2 Should any discrepancy appear between drawings and specifications that leaves the electrical trade in doubt as to true intent and meaning, obtain ruling from the Engineer before submitting tender, or allow for the most expensive alternative.

7.0 Examination of Other Drawings

7.1 The Electrical Contractor is to examine carefully structural, civil and architectural drawings and the work of other trades and satisfy them that the work under this contract can be satisfactorily carried out without changes to the building as shown on the plans. Should any difficulty arise showing conflict with, or requiring additional work beyond the work of these drawings, bring this matter to the attention of the Buyer before submitting tender.

8.0 Uniformity of Equipment

8.1 Unless otherwise specified, uniformity of manufacture is to be maintained for any particular item throughout.

9.0 Standards of Material and Workmanship

9.1 All materials are to be new and of the quality specified, and shall be CSA or equivalent agency recognized in British Columbia.

9.2 All work shall be executed in a neat and workmanlike manner by qualified tradesmen. The electrical contractor shall keep competent foreman and necessary assistants on the site during the progress of the work.

9.3 All material and installation shall match building standard unless it is noted otherwise on the drawing.

10.0 Record Plans

10.1 The electrical trade is to accurately record on drawings all revisions to the original plans that are made on site during construction.

10.2 The electrical trade is to produce at their own expense a set of Autocad 2004 (or later) drawings, including all changes to the original tender drawings covered by the addenda, change orders, field changes, and job conditions, and turn them over to the Engineer in electronic and hard copy form. Completed record drawings are to be clearly marked "Record Drawings".

11.0 Shop Drawings

11.1 The electrical contractor is to submit to the Engineer, for review, shop drawings of major electrical equipment, such equipment shall include, but not limited to, panel boards, series-rated breaker combinations, fixtures, and fittings not approved by the owner.

11.2 All drawings are to be submitted in triplicate and two (2) copies will be returned to the electrical trade. Submit additional copies for approval as may be required.

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
ELECTRICAL AT OLYMPIC VILLAGE STATION
PART C - REQUIREMENTS**

11.3 The Engineers review of shop drawings is to be for general design only and will not relieve the electrical trade or suppliers from responsibility of errors, proper fitting, construction or work, and furnishing of materials. Review will not be constructed as approving departures from contract document requirements if such departures are not specifically noted. The electrical trade is responsible for verifying all dimensions.

12.0 Guarantee Warranty

12.1 The electrical trade shall furnish a written guarantee warranty, signed by authorized personnel, stating:

- a) That all work executed under this contract will be free from defects of material and workmanship for a period of one (1) year from date of final acceptance.
- b) The above parties further agree to, at their own expense, repair and replace all such defective work, and other work damage thereby, which fails or becomes defective during the term of the guarantee warranty provided that such failure is not due to improper usage.
- c) The period of the guarantee specified will in no way supplant any other guarantee of a longer period but be binding on work not otherwise covered.

13.0 Setting out of the Work

13.1 The electrical trade is responsible for correcting all work completed contrary to the intent of the drawings and specifications and shall bear all costs involved in making the corrections. Where intent of drawings and specifications is not clear, obtain clarification from the Engineer before proceeding with the work.

13.2 The electrical trade is to give work their personal supervision, lay out their own work, do all necessary leveling and measuring or employ a competent Engineer to do so. Figures, full size and detailed drawings to take precedent over scale measurements.

13.3 The electrical trade shall be responsible for any damage caused to the owner or any other trade by improper location or carrying out of their work.

13.4 The electrical trade, in setting out of their work, is to make reference to civil drawings, they shall consult with all relevant trades in setting out locations for conduit runs, lighting fixtures, panel assemblies, and all other electrical equipment, so that conflicts are avoided and symmetrical spacing is maintained.

13.5 The electrical trade shall confirm outlet locations and mounting heights with the project coordinator on site prior to installation.

13.6 Receptacle mounting heights are to be coordinated with architectural and civil details and shall be adjusted, if required, to coordinate with the paneling, dados, masonry course lines, or other relevant building features.

13.7 Where outlet boxes occur in exterior walls, the electrical trade is to ensure that there is insulation behind the outlet boxes to prevent condensation through the boxes.

13.8 Allow for work after hours as required and coordinate with owner if applicable.

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
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PART C - REQUIREMENTS**

14.0 Examination of Site

14.1 Prior to submitting tender, the electrical trade shall carefully examine the site and ascertain all conditions which may affect their trade. No additional money will be allowed for work resulting from conditions that should have been noticed and accounted for during a thorough examination of the site.

15.0 Cutting and Patching

15.1 The electrical contractor will be responsible for all cutting and patching required for electrical installation. Structural members must not be cut without consent of the Engineer.

15.2 Where work done by the electrical trade damages the work of other trades, the electrical trade shall repair and make good such damage to the satisfaction of each trade concerned and the Engineer.

16.0 Cleanup

16.1 The electrical trade and their sub-trades are to keep the site free during construction of debris, boxes, packing and other materials associated with the work of this trade. All waste material is to be disposed of in a safe and environmentally responsible manner.

16.2 Upon completion of work, the electrical installation shall be left in a clean and finished condition to the satisfaction of the Engineer.

17.0 Codes, Permits and Inspection

17.1 The entire installation, inclusive of material and labour, is to comply with all requirements of all building codes and authorities having jurisdiction, the Canadian Electrical Code, and regulations of the local inspection department.

17.2 The electrical trade is to obtain all permits required for each stage of work, and after completion of the entire installation furnish to the Engineer a certificate of final inspection and approval from the electrical inspection department.

18.0 Tests

18.1 All portions of electrical work are to be tested for satisfactory operation.

18.2 Before energizing any portion of the electrical system, the electrical trade shall perform Megger Tests on all feeders and branch circuits. Any problems discovered by such testing are to be corrected by the electrical trade and the circuits in question retested. The results of the final testing shall be provided to the Engineer in report form.

18.3 Upon project completion, and immediately prior to final inspection and takeover, the electrical trade shall check the load balance on all feeders and at distribution centers, load centers and panels. These checks are to be carried out by turning on all loads and checking load current balance. If load balance exceeds 15%, the circuits are to be reconfigured as necessary to balance the loads.

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
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PART C - REQUIREMENTS**

19.0 Painting and Finishes

- 19.1 All electrical fittings, outlet boxes, brackets, clamps, and other exposed equipment are to have a galvanized finish or a paint finish over corrosion-resistant primer.
- 19.2 All panels are to be factory finished with spray on air dry enamel. All enamel to be applied over corrosion resistant primer. Matte or flat type finish paint will not be accepted. All panels or similar factory finished units that are scratched or marked during installation are to be touched up with matching spray on dry lacquer and, if required to provide a satisfactory job, to be completely refinished.
- 19.3 All 120/208 Volt panel boards and electrical cabinets and boxes are to be finished in grey enamel.

20.0 Conduit

- 20.1 Where required by Canadian Electrical Code, all wire and cable is to be installed in a conduit.
- 20.2 Raceways are to be installed free from dents and bruises and shall have their ends capped, plugged or sealed as necessary to prevent entrance of dirt or moisture.
- 20.3 In all areas subject to moisture, watertight fittings must be used.
- 20.4 All raceways, except where otherwise indicated, shall be sized in accordance with the Canadian Electrical Code.
- 20.5 All underground conduit systems are to be of approved RPVC schedule 40 conduit, complete with installed bonding conductor, and installed at or below the depth required by code. Provide 150mm clean sand bedding above and 75mm below conduits and continuous marking tape 300mm below grade. Provide suitable backfill and compaction.

21.0 Wire and Cable

- 21.1 All wiring is to be copper, except where noted otherwise.
- 21.2 All minimum conductor size of #6 AWG copper is to be used, except where noted otherwise.
- 21.3 All conductors are to be colour coded throughout the installation as follows:
 - a) Equipment grounding conductor - green
 - b) Neutral conductor - white
 - c) 120/208 volt phase wires - red, black and blue

22.0 Wiring Devices and Boxes

- 22.1 Align all devices and plates plumb and level with building structural lines
- 22.2 All outlet boxes are to be flush mounted except where specified otherwise.

**INVITATION TO TENDER NO. PS09181
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PART C - REQUIREMENTS**

23.0 Location of Outlets

- 23.1 The Engineer reserves the right to change to location of outlets to within 3 meters of points indicated on plans without extra charge, provided the electrical contractor is advised before installation is made.
- 23.2 Electrical trade to refer to civil elevations for positions, and mounting heights of all outlets, lighting poles, etc. Positions shown on civil plans to take precedence over positions or mounting heights shown on electrical plans.

24.0 Pull Boxes and Junction Boxes

- 24.1 The electrical trade shall supply and install pull-boxes and junction boxes as shown on drawings. Pull-boxes and junction boxes to be supplied complete with tamper proof steel covers with bonding lug.

25.0 Switches and Receptacles

- 25.1 All switches and receptacles shall be specification grade in white decora style unless otherwise noted.
- 25.2 Provide P-touch labels for all receptacle labels.
- 25.3 All receptacles shall be GFCI rated either a GFCI type receptacle or a GFCI type breaker.

26.0 Grounding and Bonding

- 26.1 A complete grounding and bonding system shall be supplied and installed in accordance with the Canadian Electrical Code and the Electrical Inspection Department.
- 26.2 All metal parts not carrying current, including but not limited to, secondary feeder circuits, equipment and panel-board enclosures, metal raceways, pull and junction boxes, shall be properly grounded. Metal raceways shall utilize double locknuts and other fittings where necessary to provide ground continuity.
- 26.3 A separate ground conductor shall be installed in all raceway feeder runs, flexible conduit, and in conduit installed in slab or underground.

27.0 Panels

- 27.1 Provide complete panel-boards. Panel-boards are to be 120/208 volt, 3Ø, 4W solid neutral design with sequence style bussing and full capacity neutral bolt-on circuit breakers.
- 27.2 Provide all circuit breakers indicated plus a minimum of 2x15A 1P in each panel. Circuit breakers to be rated minimum 10ka I.C. unless otherwise indicated.
- 27.3 Updated typewritten instructions shall be provided for all panels.
- 27.4 Balance panel load for each phase. Allow for relocating circuits within panel board to balance the load.

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- 27.5 Panel to come complete with main bus surge protector. Surge protector to be raycap strikesorb, sized as per manufacturers recommendations.

28.0 Lighting Luminaries and Lighting Controls

- 28.1 Provide a new lighting system, complete and fully operational and in conformance with code and ULC listing requirements. Unless noted otherwise, all fixtures and lamps are to be supplied and installed by the contractor as specified in the drawings.
- 28.2 Electrical trade to install all lighting luminaries complete with lamps, mounting brackets, poles, ballasts and all necessary accessories in accordance with the luminaries types shown on the drawings, or otherwise specified.
- 28.3 All luminaries shall be aligned, as appropriate, with one another and with site lines.
- 28.4 All luminaries shall be cleaned and lamped upon completion of work and prior to final acceptance. Utilize manufacturers approved or recommended cleaning solutions.
- 28.5 All luminaries shall be switched by a single photocell controlled by contractor in the distribution cabinet with HOA selector switch.
- 28.6 Switches shall have a current rating not less than that of the circuit to which they are connected.
- 28.7 Electrical trade to supply and install all lighting controls with photo electric controller, lighting relays, barrier and all control wiring and components to suit the layout. All materials and installation shall be in accordance with the recommendation of the manufacturer and comply with codes.
- 28.8 Photo electric controller shall be twist-lock receptacle type, mounted on top side of the luminaire nearest to lighting distribution kiosk.
- 28.9 Coordinate lighting control programming with the site supervisor.

29.0 Seismic Protection

- 29.1 The electrical trade shall provide seismic restraint and anchorage for all equipment and services in accordance with the current edition of the B.C. Building Code, and all applicable building bylaws.
- 29.2 Provide certified professionally sealed shop and placement drawings where applicable for all electrical equipment and equipment assemblies showing the methods for attachment to the particular structure for each piece of equipment and assembly and provide anchorage/attachment details approved and sealed by a B.C. Registered Professional Engineer.
- 29.3 Include in the tendered price all services of the Professional Engineer including but not limited to providing letters of assurance for the project in respect of the seismic restraint of all electrical materials and equipment, conducting the necessary site reviews and providing a letter at the conclusion of the project, confirming that all seismic restraints for the electrical works has been installed in accordance with the Engineer's instruction.

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30.0 Identification

- 30.1 Identify all major pieces of equipment, including but not limited to panel-boards, electrical cabinets and breakers with engraved lamacoid labels, black lettering on white background.
- 30.2 Provide typewritten directories on all panels.
- 30.3 Provide lamacoid nameplate on each panel cover to identify panel name, number of phases, voltage, current rating and source of feeder.
- 30.4 Identify branch circuit wires to meet code requirements.

31.0 Alternate Separate Price

- 31.1 All requests for alternates shall be submitted to the Engineer not less than five (5) working days prior to the close of tender.
- 31.2 The contractor shall assume full responsibility for ensuring that alternate products meet all the space, weight, connection, power, wiring and performance requirements.

32.0 Underground Service

- 32.1 A pole-mounted transformer and pole for the service to the building will be provided by B.C. Hydro regulations.
- 32.2 Electrical trade to provide secondary duct and conductors in accordance with B.C. Hydro Regulations.
- 32.3 Include all costs for utility connection charges in this contract.

33.0 Service Entrance

- 33.1 Pull box in accordance with B.C Hydro Requirements.
- 33.2 Main switch and circuit breaker to be rated 240V, 150A, with minimum 10ka interrupting capacity.
- 33.3 Panel bus to be 120/240 volt, 1Ø, 3W, 225A, 10kAIC

34.0 Revenue Meter

- 34.1 To be installed in accordance with all B.C. Hydro Requirements.

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
ELECTRICAL AT OLYMPIC VILLAGE STATION
PART D - TENDER FORM**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for sub-contractors, if applicable.

To the City of Vancouver,

The undersigned Tenderer, having carefully read and examined the ITT including the Instructions to Tenderers, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the ITT (except as noted herein) and in accordance with the pricing set out in the Tender form.

Required Documents:

Description	Reference	Required	Received
Certificate of Existing Insurance	Part C - Section 1.0 & Appendix 1	Yes	
Letter from Insurer confirming Tenderer able to receive signed Appendix 2 on award	Part C - Section 1.0 & Appendix 2	Yes	

If the above documents do not accompany the Tender at the time of opening, the Tender is put aside and given no further consideration.

To be Initialled at Tender Opening:

Manager, Supply Management or designate

Witness

**INVITATION TO TENDER NO. PS09181
 SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
 ELECTRICAL AT OLYMPIC VILLAGE STATION
 PART D - TENDER FORM**

1.0 Compliance

- 1.1 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the Column entitled "Variations, etc.").
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the spaces provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the Column entitled "Variations, etc.").

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A (Except Section 9.1/9.2)</u> Instructions to Tenderers			
<u>Part A - Section 9.1</u> Conflict of Interest (See Tender Form Section 1.2 above)			
<u>Part A - Section 9.2</u> Collusion (See Tender Form Section 1.3 above)			

2.0 References

- 2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Tenderer to other clients. The Tenderer agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
ELECTRICAL AT OLYMPIC VILLAGE STATION
PART D - TENDER FORM**

3.0 Schedule of Price and Quantities:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price per Item
1	Car Park Lighting System	N/A	Lump Sum	N/A	\$
2	Train Platform As per Appendix 3 - Attachment A - Site Plan and Ducting Details	N/A	Lump sum	N/A	\$
3	Pedestrian Pathway As per Appendix 3 - Attachment A - Site Plan and Ducting Details	N/A	Lump sum	N/A	\$
4	Column Display Lighting As per Appendix 3 - Attachment A - Site Plan and Ducting Details	N/A	Lump sum	N/A	\$
5	Utility Connection Charge	N/A	Lump Sum	N/A	\$
6	Miscellaneous supplies	N/A	Lump Sum	N/A	\$
Total of Items 1, 2, 3, 4, 5 and 6					\$
PRICES SHOULD NOT INCLUDE PST & GST / DEVLIVERY TO BE INCLUDED IN PRICING					

4.0 Completion of Work Date:

The ability to meet the Completion of Work date may be a deciding factor in awarding this Quotation as per *Completion of Works - Part C - Requirements*.

State your projected completion date: _____.

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
ELECTRICAL AT OLYMPIC VILLAGE STATION
PART D - TENDER FORM**

5.0 Sub-contractors

5.1 Sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

5.2 The City reserves the right to object to any of the Subcontractors and Suppliers listed in a Tender. If the City objects to a listed Subcontractor and/or Supplier then the City will permit a Tenderer to, within five (5) Working days, propose a substitute Subcontractor and/or Supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed Subcontractor and/or Supplier, the Tenderer may, rather than propose a substitute Subcontractor and/or Supplier, consider its Tender rejected by the City and by written notice withdraw its Tender. The City shall, in that event, return the Tenderer's bid security.

6.0 Additional Information

City of Vancouver Business License Number: _____
(If your office is located in Vancouver)

WORKSAFE BC Account Number: _____

GST Registration Number: _____

DUN & BRADSTREET D.U.N.S. Registration Number: _____

**INVITATION TO TENDER NO. PS09181
SUPPLY AND INSTALLATION OF CAR PARK AND PATHWAY
ELECTRICAL AT OLYMPIC VILLAGE STATION
PART D - TENDER FORM**

7.0 Tenderer's Declaration

<p>The undersigned Tenderer confirms that it has read and agreed to the Requirements of this ITT and that any and all deviations have been clearly noted.</p> <p>The Tenderer agrees that if this Tender is accepted within ninety (90) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Requirements set out in this Tender.</p>	
_____	_____
Authorized Signatory for the Tenderer Date	

Name and Title (<i>please print</i>)	

8.0 Acceptance of Tender

<p>ACCEPTANCE</p> <p>Date of Acceptance _____</p> <p>The City hereby accepts the Tender for</p> <p>(a) the supply and delivery of the goods, materials, equipment and/or services [Insert "described herein" or "that portion of the goods, materials, equipment and/or services set out below: [List Here]"; and</p> <p>(b) Option to Purchase Additional Units [Insert "Included" or Deleted"]</p> <p>(c) the following Options: [Insert any and all other Tendered Options which City has elected to include here]</p> <p>at the prices and on the Terms and Conditions set forth in the Tender:</p> <p style="text-align: right; margin-right: 100px;">City of Vancouver, by its authorized signatory:</p> <p style="text-align: right; margin-right: 100px;">_____</p>
--



TO BE COMPLETED AND APPENDED TO THE TENDER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
 INSURER _____ **Insured Values (Replacement Cost) -**
 TYPE OF COVERAGE _____ Building and Tenants' Improvements \$ _____
 POLICY NUMBER _____ Contents and Equipment \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions: INSURER _____
 ✓ Personal Injury POLICY NUMBER _____
 ✓ Property Damage including Loss of Use POLICY PERIOD From _____ to _____
 ✓ Products and Completed Operations **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
 ✓ Cross Liability or Severability of Interest Per Occurrence \$ _____
 ✓ Employees as Additional Insureds Aggregate \$ _____
 ✓ Blanket Contractual Liability All Risk Tenants' Legal Liability \$ _____
 ✓ Non-Owned Auto Liability Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER _____ **Limits of Liability -**
 POLICY NUMBER _____ Combined Single Limit \$ _____
 POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**
 INSURER _____ Per Occurrence/Claim \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE** **Limits of Liability**
 TYPE OF INSURANCE _____ Per Occurrence \$ _____
 INSURER _____ Aggregate \$ _____
 POLICY NUMBER _____ Deductible Per Loss \$ _____
 POLICY PERIOD From _____ to _____
 TYPE OF INSURANCE _____ **Limits of Liability**
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
(All Risks Coverage including Earthquake and Flood)
- | | |
|---|--|
| INSURER: _____
TYPE OF COVERAGE: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____ | INSURED VALUES: (Replacement Cost)
Building and Tenants' Improvements: \$ _____
Contents and Equipment: \$ _____
Deductible Per Loss: \$ _____ |
|---|--|

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
Including the following extensions:
- | | |
|---|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability INSURER: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____ | LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Per Occurrence: \$ _____
Aggregate: \$ _____
All Risk Tenants' Legal Liability: \$ _____
Deductible Per Occurrence: \$ _____ |
|---|--|

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
- | | |
|--|---|
| INSURER: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____ | LIMITS OF LIABILITY:
Combined Single Limit: \$ _____
<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |
|--|---|

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**
- | | |
|--|--|
| INSURER: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____ | LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Per Occurrence: \$ _____
Aggregate: \$ _____
Self-Insured Retention: \$ _____ |
|--|--|

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
- _____

8. **POLICY PROVISIONS:**
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
 - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
 - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
 - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

**INVITATION TO TENDER
PS09181**

**SUPPLY AND INSTALLATION OF CAR PARK
AND PATHWAY ELECTRICAL AT
OLYMPIC VILLAGE STATION**

APPENDIX 3

ATTACHMENT A

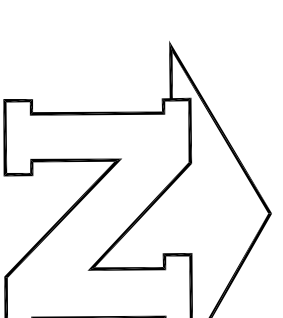
1 PAGE

**SITE PLAN AND DUCTING DETAILS
(DRAWING E1)**

Contractor must check and verify all dimensions and conditions on site and report any discrepancies to designer and/or engineer prior to proceeding with work.

DO NOT SCALE DRAWINGS

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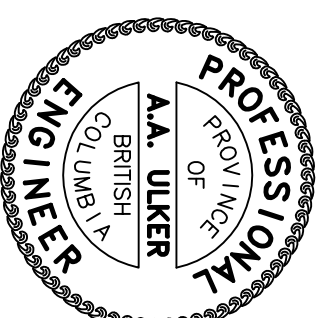
PROJECT NORTH

PRODUCTION DRAWINGS BY:

Victoria Office
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REV	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	06/12/2009
2	ISSUED FOR PERMIT	06/15/2009
3	RE-ISSUED FOR PERMIT	06/21/2009
4	ISSUED FOR UNDERGROUND PIPING	06/21/2009
5	ISSUED FOR ELECTRICAL PIPING	09/01/2009
6	ISSUED FOR ELECTRICAL TOWER	10/06/2009

PROJECT NAME:
**Olympic Village Station
 Parking Reconfiguration**

DRAWING TITLE:
**SITE PLAN AND
 DUCTING DETAILS**

DATE:	AUG. 12/09
SCALE:	AS NOTED
DRAWN BY:	DM
CHECKED BY:	AU
JOB NUMBER:	2-09-037
DRAWING NUMBER:	

E1

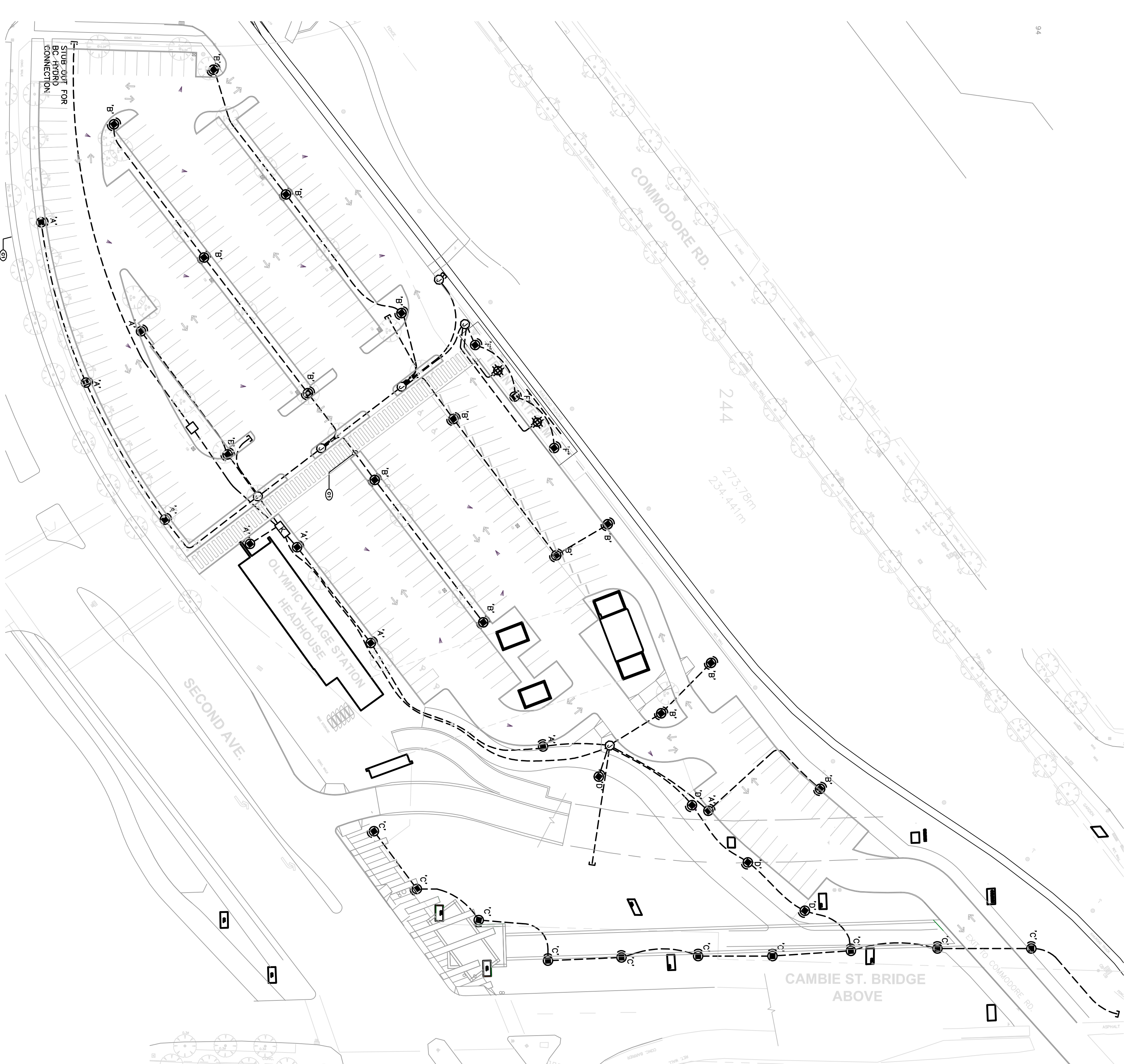
LEGEND OF SYMBOLS	
	POST TOP MOUNTED LUMINAIRE, MOUNTING DIRECTION AS SHOWN.
	POST TOP MOUNTED DOUBLE LUMINAIRE, DIRECTION AS SHOWN.
	LUMINAIRE FED FROM NOTED CIRCUIT
	RPRC CONDUIT - SEE PLAN AND FEEDER SCHEDULE FOR SIZES
	WEATHERPROOF PEDESTAL MOUNTED QUAD RECEPTACLE
	SINTERCH 11" x 18" 20,000 PSI POLYMER JUNCTION BOX, WIRED TO MISC STANDARDS, COMPLETE WITH TAMPER PROOF COVER
	ELECTRICAL SERVICE CABINET

LIGHTING CALCULATION				
DESCRIPTION	AVERAGE	MAXIMUM	MINIMUM	AVG/MIN
CROSSWALK	21.5 lux	29.2 lux	8.5 lux	2.5:1
LOT NORTH	14.8 lux	37.0 lux	5.1 lux	2.9:1
LOT SOUTH	14.1 lux	34.4 lux	2.0 lux	7.1:1

SEPARATE PRICES	
THE CONTRACTOR SHALL PROVIDE SEPARATE PRICES FOR THE FOLLOWING SCOPE OF WORK.	
SCOPE	DESCRIPTION
TRAIN PLATFORM	CONDUIT RISE, TRENCHING, POLE BASES, WIRING, AND JUNCTION BOX
PEDESTRIAN PATHWAY	CONDUIT RISE, TRENCHING, WIRING, JUNCTION BOXES, AND POLE BASES FOR PATHWAY LIGHTING (POLE TYPES 'C' & 'D')
COLUMN DISPLAY LIGHTING	CONDUIT RISE, TRENCHING, WIRING, AND JUNCTION BOXES FOR COLUMN DISPLAY LIGHTING (CONDUIT RISE 'C')

NOTE
 SERVICE KIOSK AND ALL CONCRETE BASES, TRENCHING, AND UNDERGROUND CONDUIT SUPPLIED AND INSTALLED BY OTHERS.
 ALL LUMINAIRES AND POLES SUPPLIED BY OWNER AND INSTALLED UNDER THIS CONTRACT.

LOAD CALCULATION	
CAR PARK LIGHTING:	4300kVA
PEDESTRIAN PATH LIGHTING:	100kVA
TRAM STATION LIGHTING:	0.31kVA
TRAM STATION RECEPTACLES:	288kVA
RECONNECTED EXISTING LIGHTING:	1600kVA
TOTAL:	26,43kVA
8240V, 1PH,	110A
80% RATED BREAKER	137.5A
THEREFORE USE 150A SERVICE	



1 SITE PLAN
 E1
 1:500

**INVITATION TO TENDER
PS09181**

**SUPPLY AND INSTALLATION OF CAR PARK
AND PATHWAY ELECTRICAL AT OLYMPIC
VILLAGE STATION**

APPENDIX 3

ATTACHMENT B

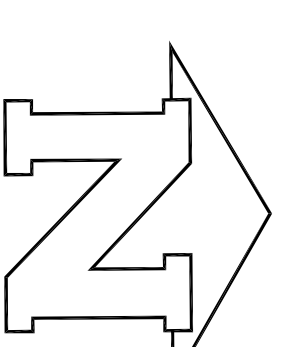
1 PAGE

**SPECIFICATIONS AND DETAILS
(Drawing No. E2)**

Contractor must check and verify all dimensions and conditions on site and report any discrepancies to designer and/or engineer prior to proceeding with work.

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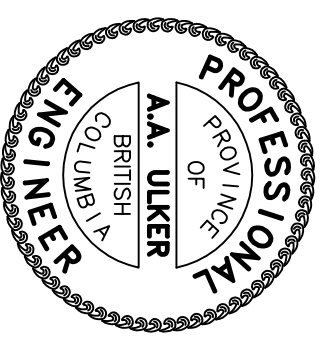
PROJECT NORTH

PRODUCTION DRAWINGS BY:

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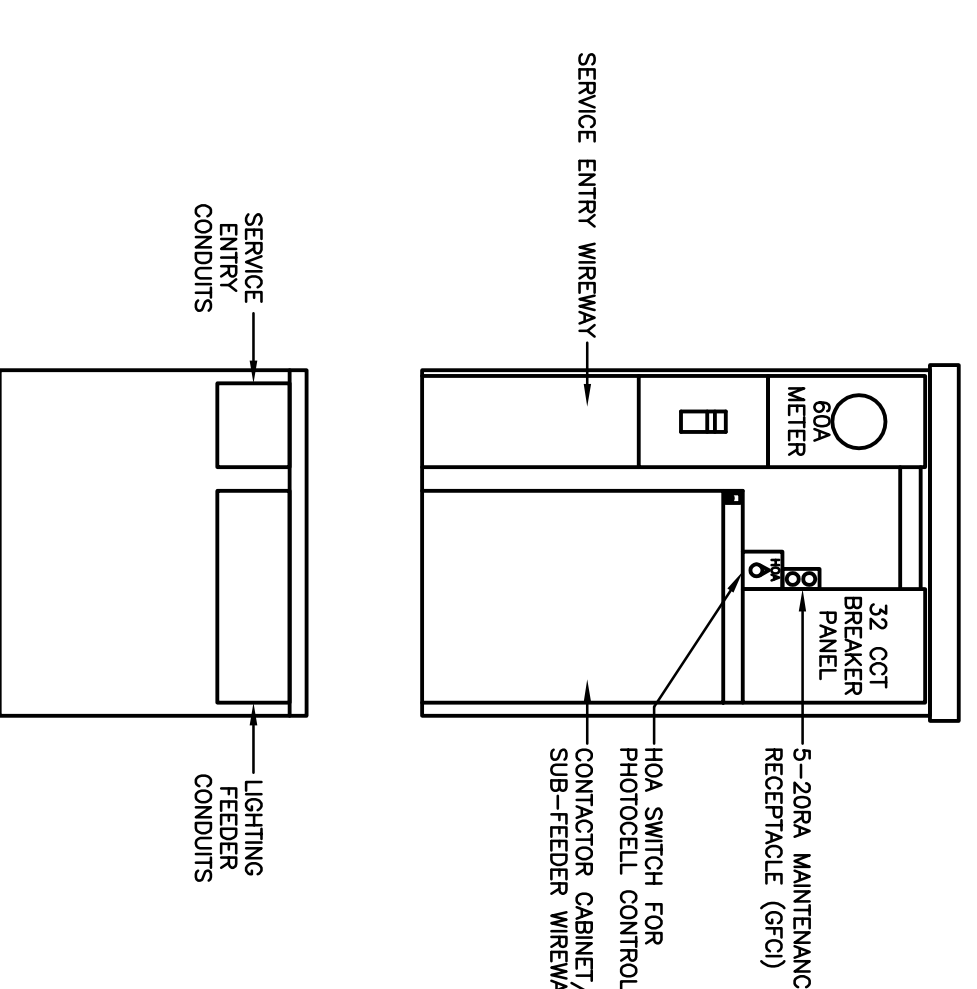
REV	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	06/12/2009
2	ISSUED FOR PERMIT	06/15/2009
3	RE-ISSUED FOR PERMIT	06/17/2009
4	ISSUED FOR UNDERGROUND PAVING	06/21/2009
5	ISSUED FOR ELECTRICAL PAVING	09/01/2009
6	ISSUED FOR ELECTRICAL TENDER	10/06/2009

PROJECT NAME:
**Olympic Village Station
 Parking Reconfiguration**

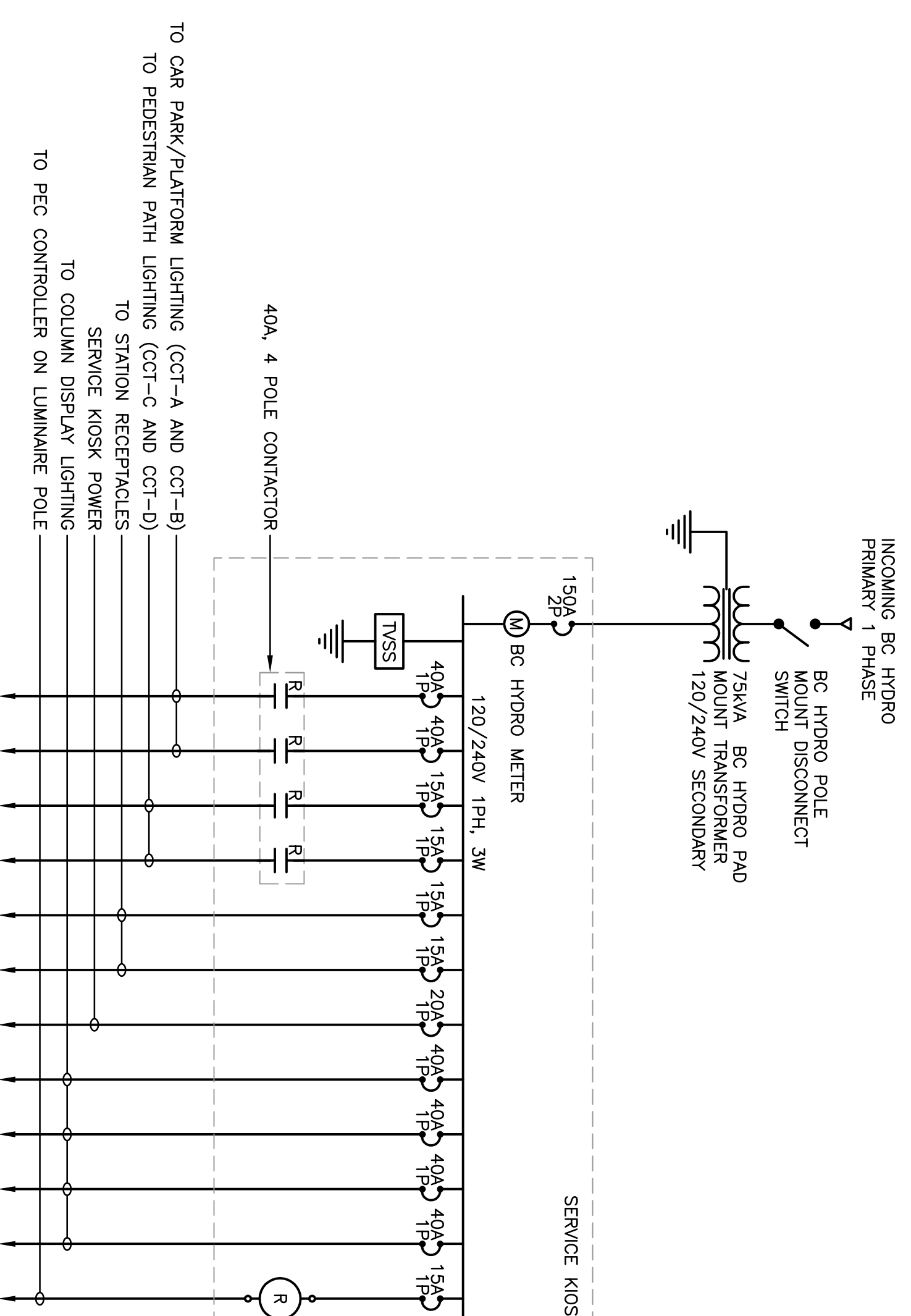
DRAWING TITLE:
**SPECIFICATIONS
 AND DETAILS**

DATE:	AUG 13/09
SCALE:	AS NOTED
DRAWN BY:	DM
CHECKED BY:	AU
JOB NUMBER:	2-09-037
DRAWING NUMBER:	

E2



1 SERVICE CABINET LAYOUT
 NOT TO SCALE



2 SINGLE LINE DIAGRAM
 NOT TO SCALE

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	CATALOGUE NO.	VOLT/BALLAST	LUMENS	NO. TUBE (S)	TYPE (DIM)	MOUNTING	REMARKS
'x'	POST TOP LUMINAIRE, TYPE III, SINGLE HEAD ON 25' HIGH 125mm (5") SQUARE POLE, RA3905 (BLACK) FINISH.	EMCO AYALUME TIRE 3 - 100W MH	120V	100W MH	1		SINGLE HEAD	POLE AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER.
'b'	POST TOP LUMINAIRE, TYPE III, DOUBLE HEAD ON 25' HIGH 125mm (5") SQUARE POLE, RA3905 (BLACK) FINISH.	EMCO AYALUME TIRE 3 - 100W MH	120V	100W MH	2		DOUBLE HEAD	POLE AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER.
'c'	POST TOP PEDESTRIAN PATHWAY LUMINAIRE, SINGLE HEAD ON 14' HIGH POLE, RA3905 (BLACK) FINISH.	EMCO AYALUME TIRE 3 - 100W MH	120V	100W MH	1		SINGLE HEAD	POLE AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER.
'v'	POST TOP PEDESTRIAN PATHWAY LUMINAIRE, SINGLE HEAD ON 14' HIGH POLE, RA3905 (BLACK) FINISH.	EMCO AYALUME TIRE 3 - 100W MH	120V	100W MH	1		SINGLE HEAD	POLE AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER.
'f'	POST TOP STATION PLATFORM LUMINAIRE	STATION PLATFORM FIXTURE	120V	1	1		SINGLE HEAD	POLE AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER.

* ACCEPTABLE POLE MANUFACTURER: VALMONT, FOXFAB, NOVA, OR APPROVED EQUIVALENT.
 * POLES AND LUMINAIRE SUPPLIED BY CITY OF VANCOUVER. LUMINAIRE SCHEDULE FOR INFORMATION ONLY.

**INVITATION TO TENDER
PS09181**

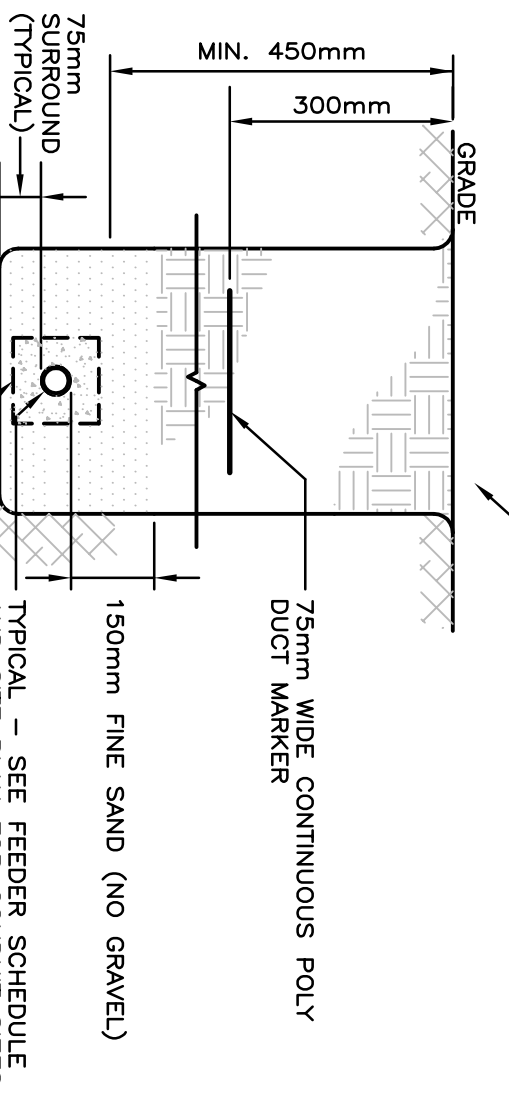
**SUPPLY AND INSTALLATION OF CAR PARK
AND PATHWAY ELECTRICAL AT
OLYMPIC VILLAGE STATION**

APPENDIX 3

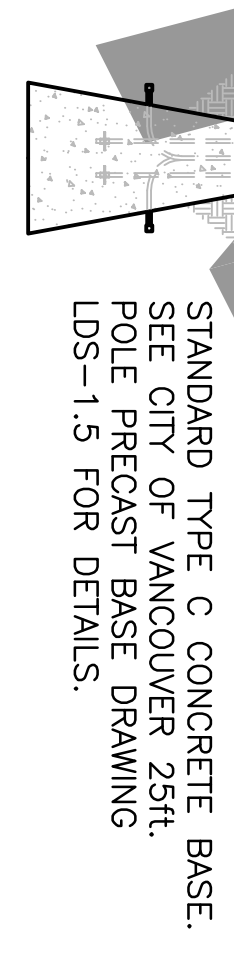
ATTACHMENT C

1 PAGE

**UNDERGROUND ELECTRICAL
(Drawing No. E3)**



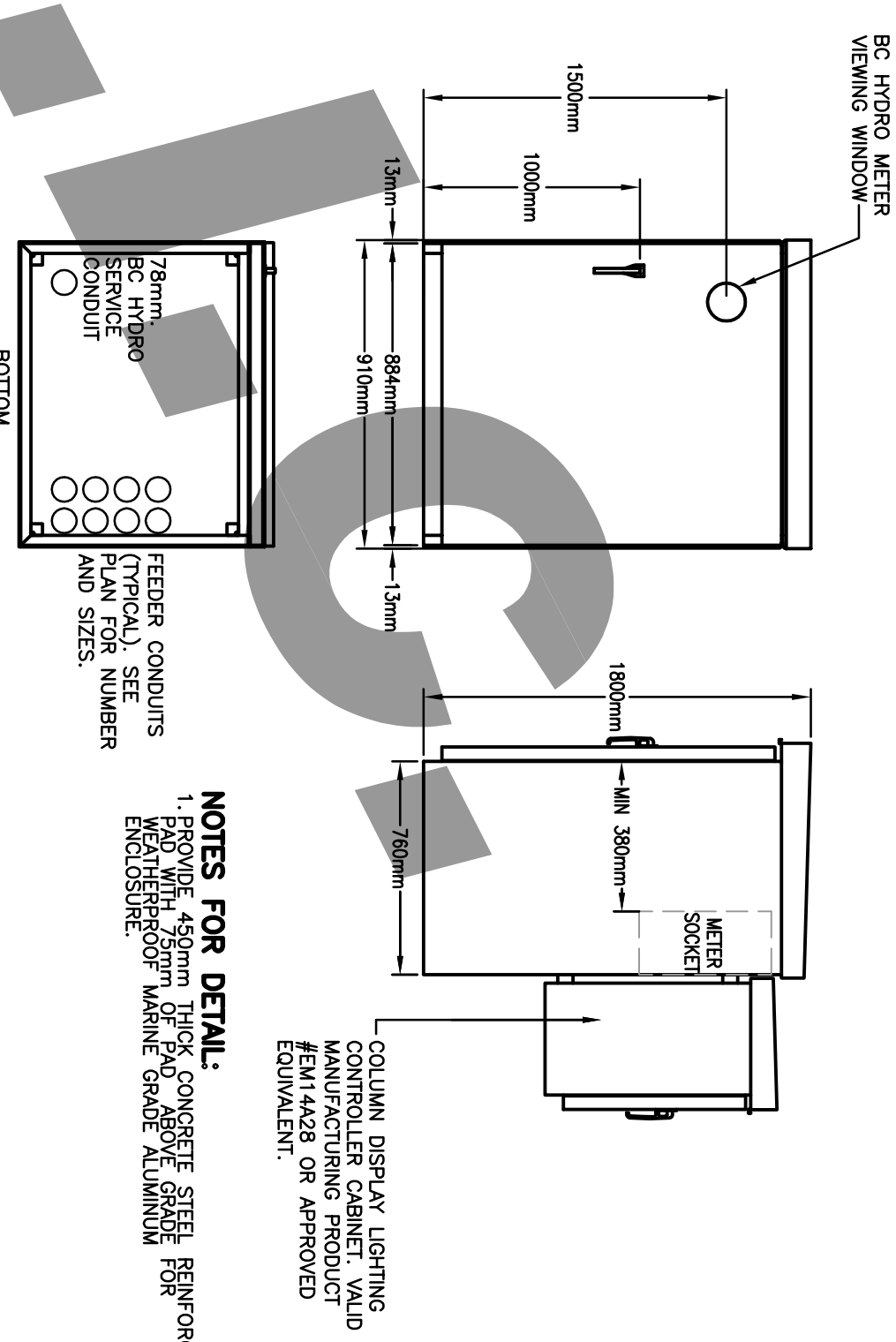
4 CONDUIT TRENCH DETAIL
NOT TO SCALE



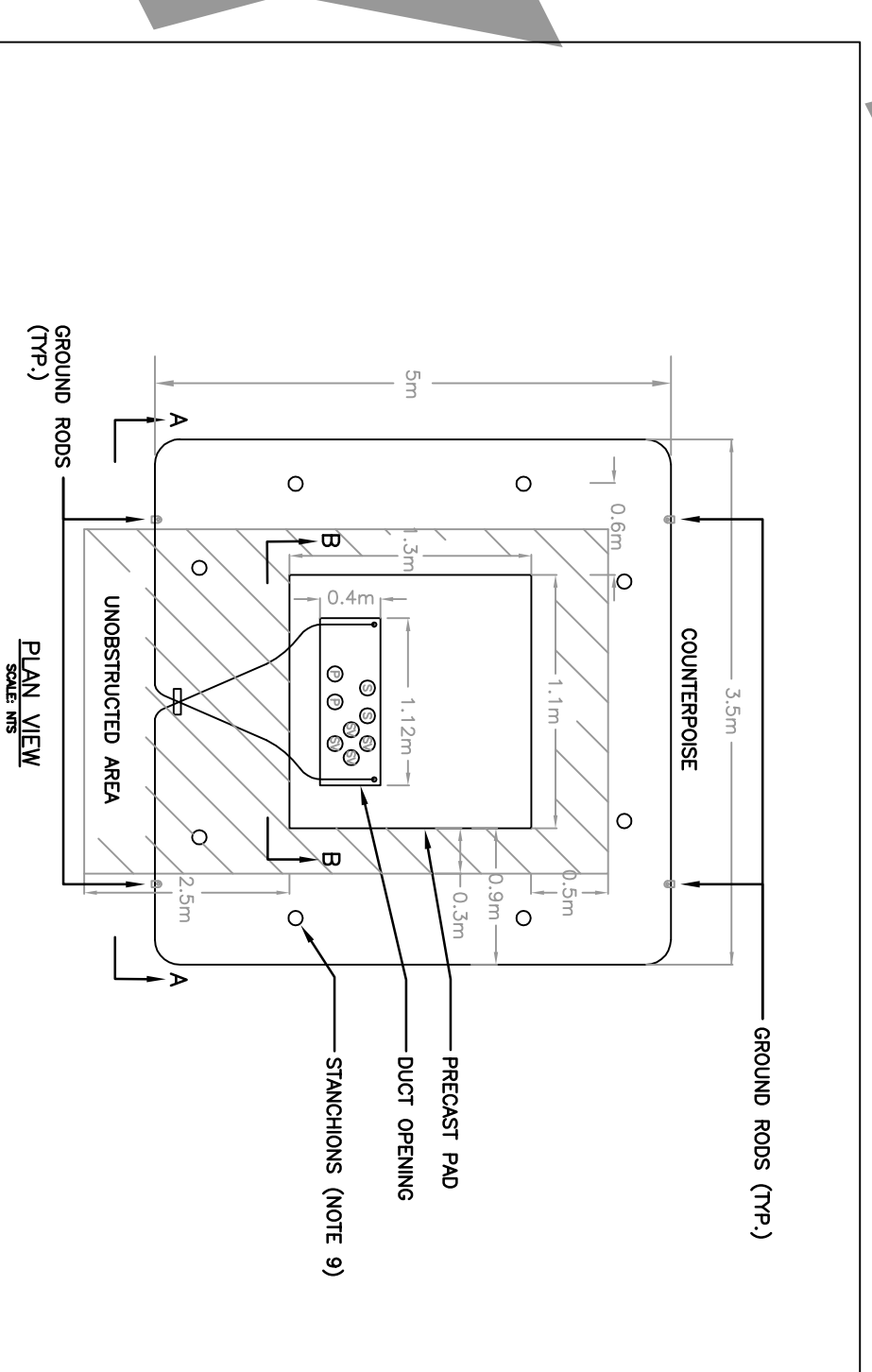
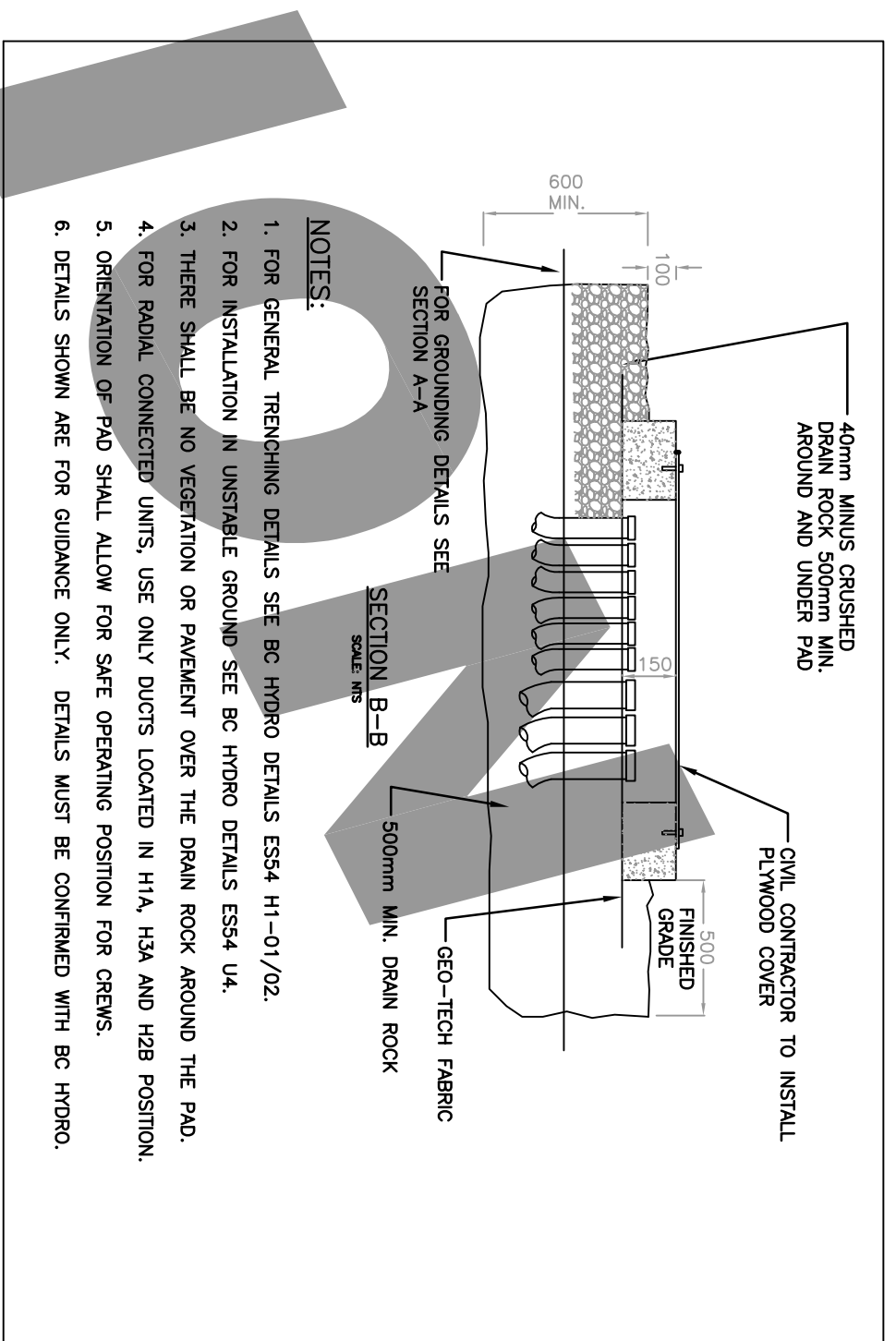
3 POLE BASES ALL TYPES
NOT TO SCALE

- NOTES**
1. STUB OUT FOR FUTURE SECURITY CONNECTION.
 2. CONDUIT STUB UP INTO STATION PLATFORM WITH PLASTIC CONSTRUCTION.
 3. UNLESS OTHERWISE NOTED, ALL CONDUIT RUNS TO BE 5".
 4. BC HYDRO PADMOUNT TRANSFORMER (LOCATION TO BE CONFIRMED)

CONDUIT SCHEDULE	
FEDER #	CONDUIT
(C1)	35mm SCHEDULE 40 RPVC
(C2)	41mm SCHEDULE 40 RPVC
(C3)	75mm SCHEDULE 40 RPVC
(C4)	2-43mm SCHEDULE 40 RPVC
(C5)	2-35mm SCHEDULE 40 RPVC
(C6)	103mm SCHEDULE 40 RPVC
(C8)	2-103mm SCHEDULE 40 RPVC



2 SERVICE CABINET ENCLOSURE
NOT TO SCALE

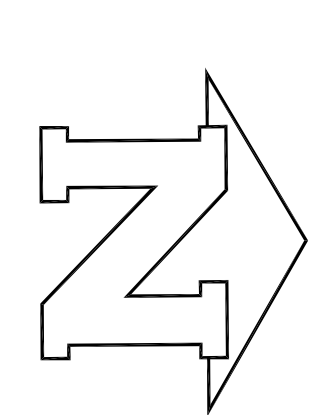


- NOTES:**
1. ALLOW MINIMUM OF 0.50m OF 40mm CRUSHED DRAIN ROCK BASE UNDER AND AROUND TRANSFORMER PAD.
 2. COMPACTION DENSITY REQUIREMENTS ARE 85% OF STANDARD PROCTOR DENSITY IN BOULEVARD AREAS.
 3. MAINTAIN 0.9m MINIMUM COVER OVER DUCTS.
 4. DUCT ENTRY SHALL BE IN ACCORDANCE WITH BC HYDRO DETAILS ES54-H1-02.
 5. FOR GROUNDING DETAILS SEE BC HYDRO DETAILS ES54-R1-01.
 6. RESTORE SURFACE AT FINISHED GRADE AS REQUIRED IN THE PROJECT SPECIFICATIONS.
 7. THE DIMENSIONS OF THE UNOBSTRUCTED AREA ARE MINIMUM CLEARANCES. ANY VEGETATION ON THE UNOBSTRUCTED AREA MUST BE OF THE TYPE THAT CAN BE TRIMMED MANUALLY TO MAINTAIN CLEARANCES.
 8. FOR STRUCTURES IN THE VICINITY OF DITCHES AND ROAD SEE BC HYDRO DETAILS ES54-US-02.
 9. STANCHIONS ARE REQUIRED WHEN TRANSFORMER IS WITHIN A DISTANCE OF LESS THAN 1.5m FROM A RESTRUCTURED CURB. STANCHIONS TO BE INSTALLED IN ACCORDANCE WITH BC HYDRO DETAILS ES54-UR-02.
 10. DETAILS SHOWN ARE FOR GUIDANCE ONLY. DETAILS MUST BE CONFIRMED WITH BC HYDRO.

Contractor must check and verify all dimensions and conditions on site and report any discrepancies to designer and/or engineer prior to proceeding with work.

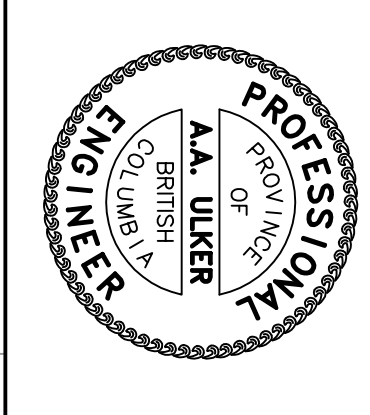
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REV	DESCRIPTION	DATE
6	ISSUED FOR ELECTRICAL TENDER	10/06/2009
5	ISSUED FOR ELECTRICAL BIDDING	09/01/2009
4	ISSUED FOR UNDERGROUND PAVING	06/21/2009
3	RE-ISSUED FOR PERMIT	06/17/2009
2	ISSUED FOR PERMIT	06/15/2009
1	ISSUED FOR REVIEW	06/12/2009

PROJECT NAME:
**Olympic Village Station
Parking Reconfiguration**

DRAWING TITLE:
**UNDERGROUND
ELECTRICAL**

DATE:	AUG. 24/09
SCALE:	AS NOTED
DRAWN BY:	DM
CHECKED BY:	AU
JOB NUMBER:	2-09-037
DRAWING NUMBER:	E3

**INVITATION TO TENDER
PS09181**

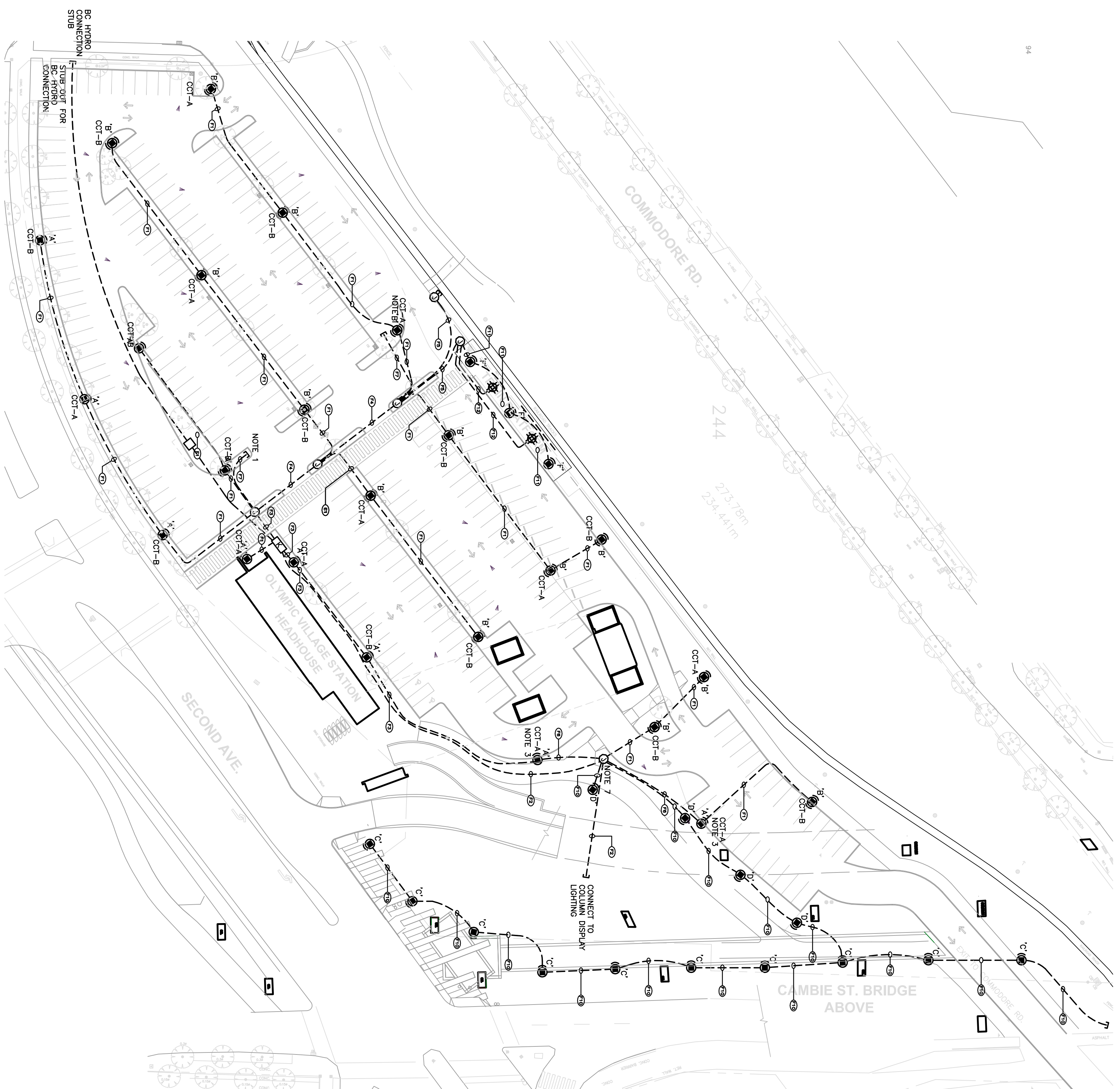
**SUPPLY AND INSTALLATION OF CAR PARK
AND PATHWAY ELECTRICAL AT
OLYMPIC VILLAGE STATION**

APPENDIX 3

ATTACHMENT D

1 PAGE

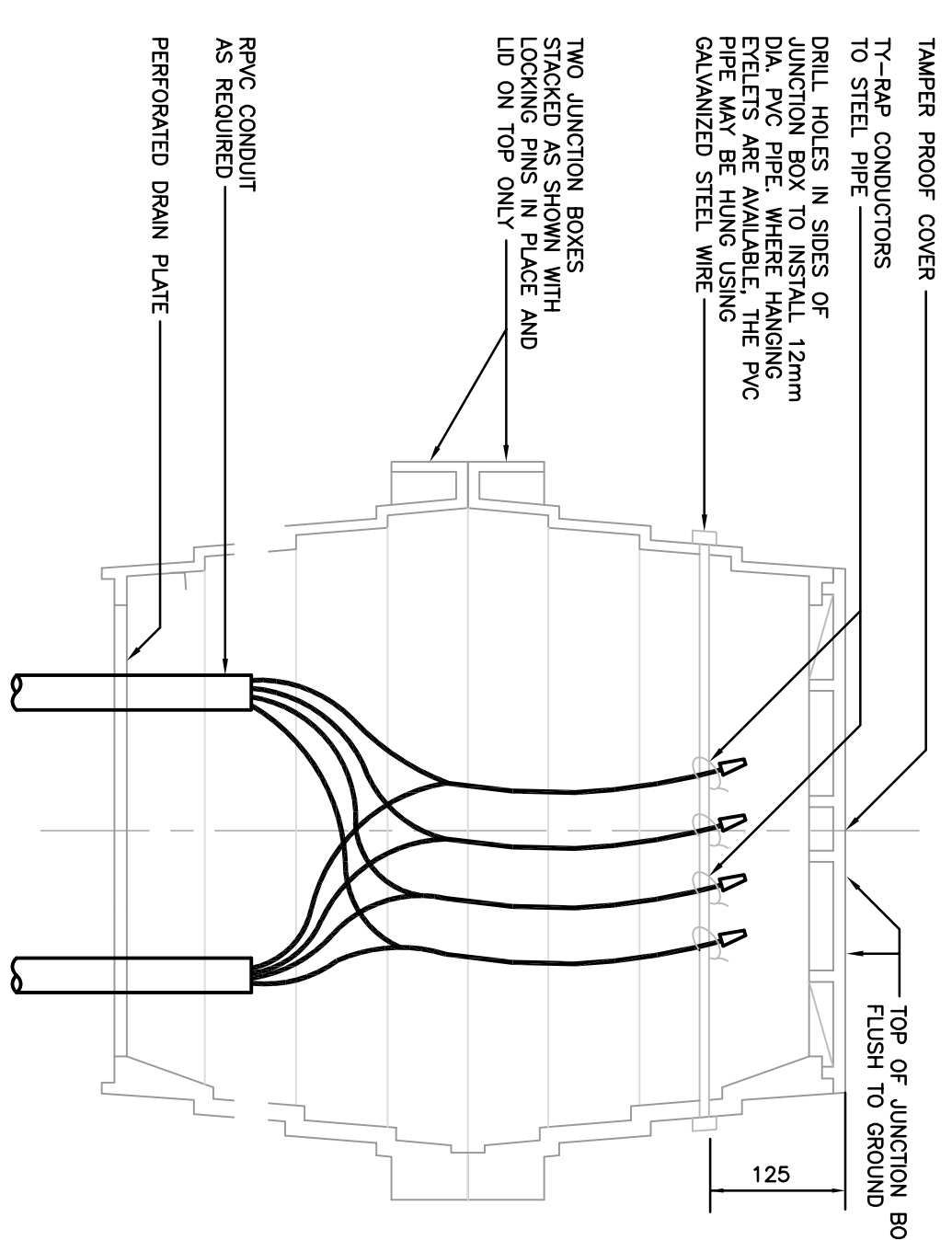
**CAR PARK ELECTRICAL
(Drawing No. E4)**



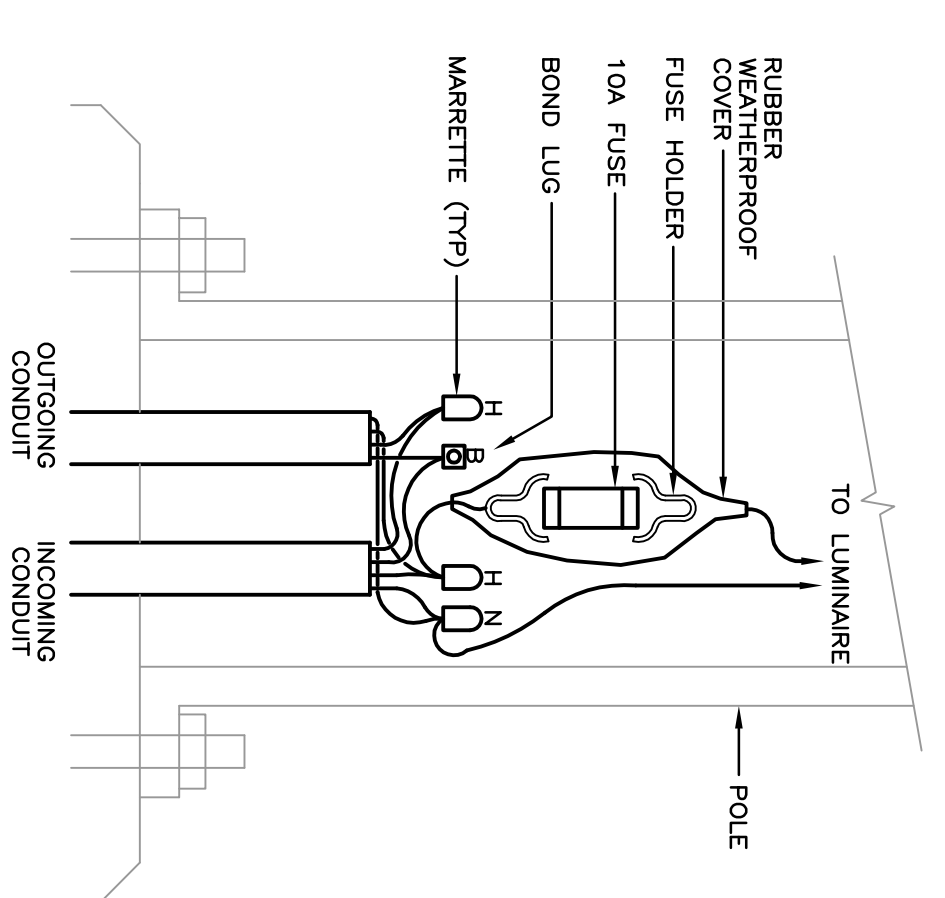
1 SITE PLAN
E4
1:500

- NOTES**
1. EXISTING STUB OUT FOR FUTURE SECURITY CONNECTION.
 2. CONNECT TO STATION PLATFORM LIGHTING AND RECEPACLE WIRING IN JUNCTION BOX.
 3. PEDESTRIAN PATHWAY LUMINAIRE TO BE MOUNTED ON 15' HIGH PEDESTAL WITH 15' HIGH POLE AT HEIGHT OF 16'.
 4. CONDUIT LOGGERS SIGN FOR REPAIRATION ONLY. ALL CONDUIT, CONCRETE BASES AND EQUIPMENT PADS ARE TO BE SUPPLIED AND INSTALLED BY OTHERS.

FEEDER SCHEDULE		
FEEDER #	CONDUIT	WIRING (PLUS BOND CONDUCTOR)
F1	35mm	3#6 O.L. FOR CAR PARK LIGHTING
F2	2-63mm 35mm	6#1/0 O.L. FOR COLUMN DISPLAY LIGHTING 3#4 O.L. FOR PEDESTRIAN PATHWAY LIGHTING 35mm CONDUIT FOR COLUMN DISPLAY CONTROLS
F3	35mm	3#4 O.L. FOR CAR PARK LIGHTING
F4	70mm	3#6 O.L. FOR STATION PLATFORM RECEPACLES
F5	70mm	3#6 O.L. FOR STATION PLATFORM RECEPACLES
F6	35mm	3#6 O.L. FOR CAR PARK LIGHTING 3#4 O.L. FOR PEDESTRIAN PATHWAY LIGHTING
F7	35mm	CONDUIT STUB FOR FUTURE SECURITY CONNECTION
F8	3-103mm	BC HYDRO PRIMARY SERVICE CONDUIT
F9	1-103mm	BC HYDRO SECONDARY SERVICE CONDUIT
F10	35mm	3#6 O.L. FOR PEDESTRIAN PATHWAY LIGHTING
F11	35mm	3#6 O.L. FOR STATION PLATFORM LIGHTING
F12	35mm	3#2 O.L. FOR STATION PLATFORM RECEPACLES



2 JUNCTION BOX DETAIL
E4
NOT TO SCALE

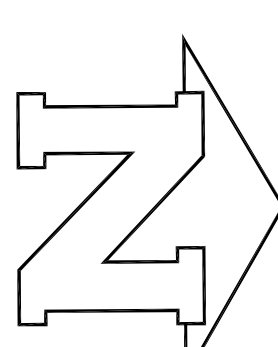


3 POLE WIRING DETAIL
E4
NOT TO SCALE

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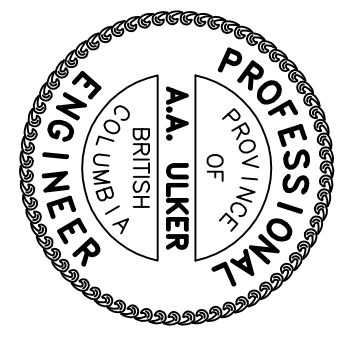
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2	ISSUED FOR PERMIT	06/15/2009
3	RE-ISSUED FOR PERMIT	06/17/2009
4	ISSUED FOR UNDERGROUND PIRING	06/21/2009
5	ISSUED FOR ELECTRICAL TENDER	09/01/2009
6	ISSUED FOR ELECTRICAL TENDER	10/06/2009

PROJECT NAME:
**Olympic Village Station
Parking Reconfiguration**

DRAWING TITLE:
**CAR PARK
ELECTRICAL**

DATE:	16/06/09
SCALE:	AS NOTED
DRAWN BY:	DM
CHECKED BY:	AU
JOB NUMBER:	2-09-037
DRAWING NUMBER:	

E4