



INVITATION TO TENDER ("ITT") PS10070

PAINTING OF STREET POLES AND ATTACHMENTS

Tenders will be received in the City of Vancouver's 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. Purchasing Services Office Clock Time (as defined in Note 2 below), on Tuesday, May 11, 2010 and publicly opened and registered at 11:00:00 A.M. Wednesday, May 12, 2010.

NOTES:

1. Tenders are to be submitted in sealed envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. Closing Time and Purchasing Services Office Clock 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:

Eamonn Savage, CPP
Contracting Specialist

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 painting of the surfaces of poles, located on streets and in parks as set out herein for the City of Vancouver (the "City"). The Work includes the painting of the surfaces of mast arms, brackets and clamps ("Attachments").
- 1.2 Tenderers are required to submit a Tender for the full Requirements only. Partial responses will be put aside and given no consideration.

2.0 Interpretation

- 2.1 In these Tender Documents, any reference to the masculine includes the feminine and bodies corporate, and each includes the others where appropriate. Also, any reference to the singular includes the plural where appropriate. Capitalized terms used in these Tender Documents shall have the meanings ascribed to such terms in the General Conditions (GC.1. - Definitions), unless such terms are otherwise specifically defined or the context of their use requires otherwise.
- 2.2 No oral interpretation or representations from the Owner or any representative of the Owner will affect, alter or amend any provision of the Tender Documents.
- 2.3 To the extent applicable, any references in this document and in the Contract to the federal Goods and Services Tax ("GST") will automatically be deemed to mean the Harmonized Sales Tax ("HST") following the implementation of the HST in British Columbia on July 1, 2010.

3.0 Contract Term

- 3.1 The term of Contract shall be for a one (1) year period with the option to renew for two (2) additional one (1) year periods to a maximum total term of three (3) years. The option to extend the Contract is subject to agreement between the Contractor and the City.

4.0 Administrative Requirements

- 4.1 It is the sole responsibility of the Tenderer to monitor the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this Invitation to Tender (the "ITT").
- 4.2 All Tenders are to be completed and submitted in accordance with the instructions on the front page to this ITT and as provided within this Part A.

5.0 Conduct of the ITT - Inquiries and Clarifications

- 5.1 The City's Manager, Supply Management will have conduct of this ITT, and all communications are to be directed only to the contact person(s) named on the cover page.

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- 5.2 It is the responsibility of the Tenderer to thoroughly examine the ITT documents and satisfy itself as to the full requirements of this ITT. All inquiries are to be in written form only, faxed to (604) 873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the appropriate contact person shown on the cover page before the deadline date for inquiries. Inquiries will be received up to five (5) Business Days prior to the Closing Time. If required, an addendum will be issued and posted on the City's website as noted in item 4.1 of this Part A.
- 5.3 The lowest or any Tender may not be accepted and the City of Vancouver will not be responsible for any cost incurred by the Tenderer in preparing the Tender.
- 5.4 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.
- 6.0 Information Meeting - Intentionally Omitted
- 7.0 Pricing
- 7.1 Pricing must be held firm for the initial twelve (12) month period of the contract.
- 7.2 Prices quoted are to be in Canadian currency and inclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 7.3 The Tender Price will represent the entire cost, excluding GST, to the City of the complete Work based on the Tender Documents, including Addenda. Notwithstanding the generalities of the above, Tenderers shall include in the Tender Price (including unit prices, separate prices, or other forms of pricing) sufficient amounts to cover:
- a) the costs of labour, equipment and material included in or required for the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the Tender Documents;
 - b) all assessments payable with respect to labour as required by any statutory scheme such as WorkSafeBC, employment insurance, holiday pay, insurance, CPP and all employee benefits;
 - c) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
 - d) the cost of complying with all applicable laws regarding trade or other qualifications of employees performing the Work, and payment of appropriate wages for labour included in or required for the Work.
 - e) all Permit Fees and License Fees and all Municipal, Provincial and Federal taxes, custom duties and other assessments and charges, and the Contractor agrees that the City shall not be liable in any manner therefore and agrees to indemnify and save harmless at all times the City against all claims which shall be made with respect thereto.
- 7.4 The City may delete any items in the Requirements in order to meet budget limitations, or otherwise, and award a contract for only the remaining items.

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8.0 Inspection of Site

8.1 Where applicable, Tenderers shall inspect the Work Site(s) and make allowances in its Tender for such conditions as in the sole opinion of the Tenderer 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.

9.0 Submission of Tender

9.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the closing time on the date and in the place shown on the title page of this ITT (the "Closing Time"). The Tender shall be submitted on the forms provided in a sealed envelope or package, clearly marked: "Painting of Street Poles and Attachments - ITT PS10070" with the Tenderer's name, address and phone number in the upper left hand corner.

9.2 Tenders received after the Closing Time or in locations other than the address indicated, may or may not be returned unopened. The City may elect to extend the Closing Time.

9.3 The Tenderer shall submit two (2) copies of its Tender on the form provided (Part E - Tender Form) in accordance with the instructions stated herein.

9.4 The City's language used in its procurement documents and the responses thereto shall be English.

9.5 Each Tender should be signed in longhand by or on behalf of the Tenderer, with his usual signature. Tenders by partnerships should be signed by at least two (2) of the partners, followed by the designations of the partners signing. Tenders by a company should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Tender Form, including the Schedules should bear the initials of those persons who have executed the Tender Form.

9.6 All blank spaces in the Tender Form should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialed by the person or persons signing the Tender

9.7 Tenderers should submit a price for each item listed in Schedules A and A1. For items which are not specifically listed, Tenderers shall place the costs for these in the nearest applicable item. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.

9.8 Unless otherwise stipulated, Tenders should be made on the Tender Form supplied and signed as specified in Section 9.5 of this Part A.

9.9 Tenders should be all inclusive and should be without qualification or condition.

9.10 Amendments to a Tender may 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.

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- 9.11 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 9.12 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.

10.0 Bid Security

- 10.1 The Tender should be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia, payable to the Owner, the City of Vancouver, in the amount of ten percent (10%) of the Total Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City. A certified cheque, payable to the City of Vancouver in an amount equal to ten percent (10%) of the Total Tender Price, in lieu of a Bid bond is acceptable.
- 10.2 The cost of the Bid security shall be the responsibility of the Tenderer.
- 10.3 The form of the Bond should be that issued by the Canadian Construction Documents Committee as follows:

Bid Bond: CCDC 220 (latest)

- 10.4 The Bid Security of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Security of the Tenderer to whom the award is made will be returned to him/her upon execution of the Agreement, and commencement of the Work. The cost of Bond premiums shall be included in the Total Tender Price.

11.0 Conflict of Interest

- 11.1 By submitting a Tender, the Tenderer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

12.0 Evaluation of Tenders

- 12.1 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 herein including, but not limited to:
 - a) the Tenderer's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) 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;

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- d) qualifications of staff assigned to the Work;
 - e) results of reference checks on current and former clients;
 - f) equipment quality, configuration, age and condition;
 - g) conformance to all City Insurance requirements; and
 - h) any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 12.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, should 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.
- 12.3 Prior to Contract award, the Tenderer may be required to demonstrate financial stability. Should the City so request, the Tenderer is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 12.4 Where the City's Manager - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exist on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- 12.5 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.
- 12.6 Tenderers will not be permitted to alter or amend Tendered prices included in a Tender after the Closing Time. If prior to an award of the Contract the Owner identifies changes the Owner wishes to make to the Contract Documents, then such changes shall be dealt with after the award of the Contract by Change Order.
- 12.7 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 therein.

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- 12.8 Preference may be given to Tenders offering environmentally beneficial products or services.
- 12.9 The lowest priced or any Tender will not necessarily be accepted.
- 12.10 Additional evaluation criteria:
- a) In addition to the evaluation criteria set out in Section 12.1 of this Part A, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Tender:
 - i) ability to perform work in a timely manner; and
 - ii) ability to comply with all safety requirements.
- 13.0 Amendment of Tenders
- 13.1 At any time up until the Closing Time a Tenderer may amend or revoke a Tender by giving written notice, delivered either by hand to the address on the cover page of this ITT, or by facsimile or e-mail using the facsimile number or email address referred to on the cover page of this ITT. An amendment or revocation that is received after the Closing Time shall not be considered and shall not affect a Tender as submitted.
- 13.2 An amendment or revocation is to be no more than 10 pages in length and is to be authorized and signed in the same manner as provided by paragraph 9.5 of this Part A.
- 13.3 Amendments should not expressly nor by inference disclose the Tenderer's Tender Price or other material element of the Tender, such that the original Tender Price or other material element of the Tender is prematurely disclosed.
- 13.4 If a Tender amendment or revocation is sent by facsimile or e-mail, the Tenderer assumes the entire risk that equipment and staff at the offices referred to on the cover page of this ITT will properly receive the facsimile or e-mail containing the amendment or revocation before the Closing Time. The Owner assumes no risk or responsibility whatsoever that any facsimile or e-mail will be received as required by paragraph 13.1 of this Part A and shall not be liable to any Tenderer if for any reason a facsimile or e-mail is not properly received.
- 14.0 Qualifications of Tenderers
- 14.1 By submitting a Tender, a Tenderer is representing that it has the competence, qualifications and relevant experience required to do the Work.
- 14.2 Tenderers should submit a list of past or current related projects with at least two (2) local references that can be contacted at the City's discretion, as indicated in Schedule D. The project reference should include a brief description of the project; location; contract value; start and completion dates; completed on schedule or not; name of project owner and representative to be contacted as reference with the reference's current phone number and email address (if available); and names and positions of Contractor's, Supplier's, and Subcontractor's key personnel involved in the project.
- 14.3 Tenderers who, in the opinion of the City Engineer, lack the expertise or capability to complete this contract will not be considered.

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15.0 Solicitation

15.1 If any director, officer, employee, agent or other representative of a Tenderer makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to the Tender, whether before or after the submission of the Tender, the City shall be entitled to reject or not to accept the Tender.

16.0 Acceptance and Rejection of Tenders

16.1 Notwithstanding any other provision in the Tender documents, the City has in its sole discretion, the unfettered right to:

- 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 Tender;
- f) reject a Tender even if it is the only Tender received by the City;
- g) accept all or any part of a Tender;
- h) split the Requirement between one or more Tenderers;
- i) consider any Tender that is incomplete, conditional, obscure, or contains alterations and/or irregularities to be non-responsive; and
- j) waive any defect or deficiency in a Tender which does not materially affect the Tender or the Tender Price relative to other Tenders and accept that Tender.

16.2 All Tenders shall be irrevocable and remain open for acceptance for a period of sixty (60) calendar days from the day following the date of the Closing Time, whether or not another Tender has been accepted.

16.3 The City may waive any non-compliance with the Tender Documents, 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 process for submission set out herein.

17.0 Award of Contract

17.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.

17.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract.

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- 17.3 Subject to section 17.4, the Purchase Order terms and conditions will apply unless otherwise agreed in writing by the City.
- 17.4 The Purchase Order, Tender, ITT and such other documents including all amendments or addenda, shall 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) Part B - General Conditions, Part C - Special Conditions, and Part D - Requirements of this ITT;
 - b) the City's Purchase Order including the standard purchase order terms and conditions (which may be downloaded from <http://vancouver.ca/fs/bid/terms.htm>);
 - c) any mutually agreed to amendments between the Tenderer and the City;
 - d) the Tender; and
 - e) the remainder of this ITT and any subsequent addenda.
- 17.5 The successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution and will be required to submit a copy of such licence within ten (10) Business days of the award of the Contract.
- 17.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.
- 18.0 Quantities
- 18.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.
- 19.0 Brand Names
- 19.1 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 material 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.
- 20.0 Alternates to Requirements
- 20.1 If in addition to bidding on goods and/or services that meet the Requirements, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.
- 20.2 The City is not obligated to accept any alternatives.
- 21.0 Environmental Responsibility

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- 21.1 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.
- 21.2 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.
- 22.0 **Named Sub-contractors**
- 22.1 The Tenderer should insert in Schedule C to the Tender a list of Sub-contractor(s) and Supplier(s), providing name, address of place of business, and the portion of the Work to be done by the Sub-contractor and/or Supplier or the equipment or materials to be supplied by the Sub-contractor and/or Supplier. Pursuant to Schedule C, the City reserves the right to object to any of the Sub-contractors and Suppliers listed in a Tender. If the City objects to a listed Sub-contractor and/or Supplier then the City will permit a Tenderer to, within five (5) Business Days, propose a substitute Sub-contractor 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 Sub-contractor and/or Supplier, the Tenderer may, rather than propose a substitute Sub-contractor 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.
- 23.0 **Freedom of Information and Protection of Privacy Act**
- 23.1 Tenderers should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)*, which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 24.0 **Confidentiality**
- 24.1 Information about the City obtained by Tenderers must not be disclosed unless prior written authorization is obtained from the City.
- 24.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.
- 25.0 **Release, Indemnity and Limitation**
- 25.1 Release
- a) The Tenderer now releases the City from all liability for any Losses in respect of:
- i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));

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- ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender;
- iii) the Tenderer preparing and submitting a signed Tender Form;
- iv) the City accepting or rejecting the Tenderer's Tender;
- v) the manner in which a Contract award is made or in which no Contract award is made; and
- vi) the Tenderer(s), if any, to whom a Contract award is made.

25.2 Indemnity

- a) The Tenderer now indemnifies and will protect and save the City and its employees, officers, officials and agents, including the Engineer, harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Sub-contractors, subconsultants or materials or equipment suppliers alleging or pleading:
 - (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
 - (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender; or
 - (iii) liability on any other basis related to the tendering process, bidding process or the Tender Contract.

25.3 Limitation

- a) Except as expressly and specifically permitted in this ITT, no Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this ITT and, by submitting a Tender, each Tenderer shall be deemed to have agreed that it has no claim.
- b) In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the City or its employees, officers, officials or agents, including the Engineer, are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Sub-contractors, subconsultants or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Sub-contractors, subconsultants or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement (either expressly stated or implied) to the contrary.

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26.0 Opening of Tenders

- 26.1 All Tenders will be opened in public at the time outlined on the cover page of this ITT. Tenders will not be available for public scrutiny at the Tender opening session; however, for each opened Tender the Tenderer's name and the Total Tender Price will be read aloud.
- 26.2 Award of a Contract will be subject to approval by Vancouver City Council and the evaluation criteria and legal terms and conditions of this ITT.

27.0 Release of Information Restricted

- 27.1 No information will be given out between the Closing Time and the time the Contract award (or decision not to award the Contract) is made. Tenderers should attend the Tender registration in order to obtain information prior to the making of the Contract award.

28.0 Special Conditions

- 28.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Tenderers and General Conditions set out in this ITT.

29.0 Traffic Control Manual for Work on City Streets

- 29.1 The Tenderer shall obtain and review the regulations of the "Traffic Control Manual for Work on City Streets". To arrange to pick up a set of these regulations please email a request to the Purchasing Services Department at purchasing@vancouver.ca and reference the ITT number PS10070 in the subject line or fax a request to 604-873-7057.

30.0 City of Vancouver - Engineering Services, High and Low Voltage - Crew Talk

- 30.1 The Tenderer should obtain and review the content of the "City of Vancouver - Engineering Services, High and Low Voltage - Crew Talk." Refer to Appendix 6.

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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.

“Business Day” means a weekday (Monday to Friday) that is not a “holiday” as defined in the Interpretation Act (British Columbia);

“City” or “Owner” means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

“City Engineer” or “Engineer” refers to the City of Vancouver General Manager of Engineering Services;

“City’s Designated Representative(s)” means the City’s employee(s) or representative(s) 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;

“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 Purchase Order issued to the Contractor by the City;

“Contract Documents” means the Purchase Order, the Contractor’s Tender, the ITT and such other documents as listed in the Contract, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Tenderer individual, partnership, corporation or combination thereof, including joint venturers who or which executes the resulting Contract;

“Event of Force Majeure” means acts of God or public enemy (including criminals and terrorists), wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts affecting a party other than the Contractor or its Sub-contractors, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued nor any such labour disputes occasioned as a result of an act or omission of the Contractor, or anyone employed or retained by the Contractor), freight embargos or power failures, PROVIDED that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement and expressly excludes strikes, lockouts or labour affiliations of the Contractor or its Sub-contractors’ employees;

“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.”;

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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” and “Tender Documents” means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Certificate of Existing Insurance; Appendix 1A - General Certificate of Insurance; Appendix 2 - Pre-contract Hazard Assessment; Appendix 3 - Prime Contractor Agreement; Appendix 4 - MSDS Sheet on CBR 501-AG Anti-Graffiti Coating; Appendix 5 - Key Map and Legend for 2010 Work; Appendix 6 -Engineering Services, High and Low Voltage - Crew Talk, 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 Date;

“Losses” means, in respect of any matter, all:

- i) direct and indirect; as well as
- ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);

“OHS Regulation” means the Workers Compensation Act (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“Purchase Order” means the City’s form of purchase order found at <http://vancouver.ca/fs/bid/terms.htm>, including the standard purchase order terms and conditions, which forms part of the Contract documents.

“PST” means British Columbia provincial sales tax and any successor tax or levies therefore in force from time-to-time;

“Requirements or Services” means all of the Specifications, requirements and services set out in Part D and elsewhere in the ITT that describes the general requirements that the service, goods, materials, equipment and services must meet and the Contractor must provide;

“Specifications” means that part of the ITT consisting of general requirements and technical descriptions of the goods, materials, equipment, standards and workmanship.

“Sub-contractor” means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply Products therefor;

“Surety” means the company which executes a performance or bid bond required by the Contract to be furnished to the Owner;

“Tender” means the Tenderer’s offer made on the Tender form set out on Part E of this ITT with all appendices or addenda submitted by the Tenderer in response to the ITT;

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“Tender Contract” means any contract whether simple or by deed formed upon receipt by the City of a Tender from a Tenderer in response to the Invitation to Tender;

“Tenderer” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Tender form set out in Part E of this ITT;

“Total Tender Price” means the total monetary amount of all prices proposed in the Tender, including all applicable fees and taxes including, without limitation, GST;

“WCB” means the Workers Compensation Board established and functioning pursuant to the Workers Compensation Act (British Columbia) (the “WCA”), as amended, and/or related or successor legislation, and any successors in function thereto now referred to as “WorkSafeBC”;

“WCB Legislation” means the Workers Compensation Act (British Columbia) and all regulations enacted pursuant to the Workers Compensation Act (British Columbia);

“WorkSafeBC/OH&S Regulation” means the Workers Compensation Act (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) 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 Sites” means the site(s) where the services are 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 served personally or mailed by registered mail addressed to the City, Attention Manager - Supply Management and to the Contractor at the address set forth in its Tender.

3.0 Sub-contractors

3.1 All Sub-contractors are the responsibility of the Contractor.

3.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its Sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

3.3 The Contractor agrees to ensure performance by every Sub-contractor with the terms and requirements of the Contract Documents.

3.4 The term “Sub-contractor” as used in this ITT, includes all suppliers to the Contractor.

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.

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5.0 Assignment

5.1 The Contractor shall not assign, sublet or let out as task work any part of the Work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the City; which consent the City may elect to withhold. If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, 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.

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.

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

7.3 In carrying out its obligations hereunder, 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.

9.0 Product Standards

9.1 All electrical items shall comply with the relevant sections, latest editions, of versions the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City's Electrical Bylaw, and the National Building Code.

10.0 Changes in Requirements

10.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding to or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements, and the amended Requirements shall be executed under the provisions of the Contract.

10.2 The Contractor shall not make any changes from the terms of the Contract unless it shall first have received the written consent of the City, and no claims for additional compensation shall be valid unless the change was so ordered.

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11.0 Delivery

11.1 Deliveries should be made between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing. A material safety data sheet ("MSDS") should accompany all shipments containing products regulated under WHMIS legislation.

12.0 Quality of Workmanship and Materials

12.1 The Contractor shall perform the services 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 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 and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of goods that are not in accordance with the Specifications, Requirements or the Contractors' warranty (expressed or implied).

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

13.3 The City shall be the final judge of all goods, materials 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 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 and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, and that this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (British Columbia).

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

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 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 Contracts.

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 its employees.

15.2 The Contractor hereby acknowledges that its employees or Sub-contractors will be working in close proximity to energized conductors and the Contractor shall be fully responsible for advising all of its employees and Sub-contractors of such risks and for providing training to personnel to ensure that no persons are injured in the course of performing the Requirements. The Contractor further expressly agrees that it will 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 work close to energized conductors and hereby indemnifies the City for any such losses.

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

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 conduct the Requirements 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,

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brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, Sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance.

- 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.
- 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 defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials 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.
- 18.5 Further to the indemnification described in this Part B - General Conditions, Section 18.0, the successful Tenderer shall indemnify and save harmless Coast Mountain Bus Company and their employees, officers, volunteers, servants, Sub-contractors or agents or persons from and against all claims set out therein.

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 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 Contracts; 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 and/or services as have been supplied up to the date of the termination of the Contract(s).

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19.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Events of Force Majeure or acts of the City. The City will not be liable where delivery sites are not available due to strikes, lockouts or Events of Force Majeure.

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

20.3 The Contractor and each of its Sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers 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 as respects the City. 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 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). 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, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to the City's Risk Management Department at any time during the term of the Contract upon request.

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 Director of Risk Management detailed certificate 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.

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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 provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-contractors, the City and its respective officers, officials, employees, servants 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 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; and
- 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) Automobile Liability. The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

- c) Contractors Equipment Insurance in the form of "All Risk" insurance for the full replacement cost value and with Insurers acceptable to the Owner, covering all equipment, owned or rented, or for which the Contractor or any of its Sub-contractors may be responsible. In the event of loss or damage to the said equipment, or any part thereof, the Contractor or the Sub-contractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed equipment.

- i) Waiver of Subrogation: It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his/her right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the Work and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

21.0 WorkSafeBC Compliance

21.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for

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having all work sites secured in accordance with WorkSafeBC safety regulations and ensuring that no danger shall befall the public at any time during the performance of the Services.

- (a) **Payment of WorkSafeBC Assessments.** 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, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

- (b) **Designation of Contractor as Prime Contractor.** The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.

- (c) **Prime Contractor's Obligations.** Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
 - (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Work Sites;

 - (ii) provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation; and

 - (iii) within ten (10) Business Days of the City delivering the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached as Appendix 3.

- (d) **General WorkSafeBC Obligations** - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Sub-contractors, workers, material suppliers and others engaged in the performance of this Contract.

- (e) **Notice of Project.** Prior to commencement of construction, the Contractor will:
 - (i) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC OHS Regulation;

 - (ii) post the Notice of Project at the Site; and

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- (iii) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.

- (f) **Initial Proof of WorkSafeBC Registration/Good Standing.** Within ten (10) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.

- (g) **Subsequent Proof of WorkSafeBC Registration/Good Standing.** Within ten (10) Business Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with the WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

- (h) **Pre-Contract Hazard Assessment.** The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OHS Regulation (Section 119 of the *WCA*) as an "owner of a workplace". Despite the City's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *WCA*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within ten (10) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the City Engineer prior to the City being obligated to issue the Notice to Proceed.

- (i) **Special Indemnity Against WorkSafeBC Non-Compliance.** 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 the WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC; or

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- (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) intoxication;
- b) use of foul, profane, vulgar or obscene language or gestures;
- c) solicitation of gratuities or tips from any person for services performed under this Agreement;
- d) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- e) 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 Agreement.

23.0 Changes in Requirements

23.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding to or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements, and the amended Requirements shall be executed under the provisions of the Contract.

23.2 The Contractor shall not make any changes from the terms of the Contract unless it shall first have received the written consent of the City, and no claims for additional compensation shall be valid unless the change was so ordered.

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 the Contract due to reasons of strike, lockout or other work stoppages, 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.

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.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART B - GENERAL CONDITIONS**

- 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 with 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 Payments**
- 26.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods and or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- 26.2 The Contractor may be asked if they will be willing to accept payment by Electronic Funds Transfer (“EFT”) or by purchasing card (MasterCard).
- 27.0 Taxes**
- 27.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 27.2 Invoices shall show the appropriate amounts for PST and GST or HST following the implementation of the HST in British Columbia on July 1, 2010.
- 28.0 Non-resident Withholding Tax**
- 28.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of fifteen percent (15%). Exemption from this withholding tax is available in some circumstances, but the Contractor should apply directly to the Canada Revenue Agency (“CRA”) at least thirty (30) days before commencing services.
- 29.0 No Promotion of Relationship**
- 29.1 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”, the official emblem, logo or mascot of the 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.

INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART C - SPECIAL CONDITIONS

Intentionally Omitted.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

1.0 Scope of Contract

- 1.1 These Requirements identify a business opportunity for a qualified Tenderer(s) to paint the surface of poles, mast arms, brackets and clamps located on streets and in parks in the City of Vancouver.
- 1.2 Tenderers should bid on all of the items, or the Tenderer's Tender may, in the City's sole discretion, be put aside and given no further consideration.

2.0 Requirements

- 2.1 After painting, the poles will be coated within forty eight (48) hours with an anti-graffiti coating as described below. The requirements include, but are not necessarily limited to, providing all materials, labour, equipment and services to clean, prime, paint and apply protective anti-graffiti coating to the surface of the poles, mast arms, brackets, clamps and all other pole attachments except newspaper boxes, street name or traffic signs, traffic signal controller boxes, traffic signal attachments, electrical conductors, insulators, guy wires and banners. Care should be taken not to paint over street signage, banding or attachments or the mounts installed for temporary signing.
- 2.2 It is anticipated that the Work will begin as early as possible in 2010 and will be concentrated in the Vancouver southeast area represented by the key map in Appendix 5. The actual facet maps will be provided to the selected company after award of contract. If the contract is extended to 2011 and 2012, work will be outlined and facet maps will be provided at the end of 2010 and 2011 respectively.
- 2.3 Detailed specifications are set out in Part E - Tender Form. Tenders shall clearly indicate any deviations from the specifications set out therein.

3.0 Hours of Work

- 3.1 The Contractor shall ensure that no Work is carried out between the hours of 7:00 a.m. to 9:30 a.m. and 3:00 p.m. to 6:00 p.m. on blocks which are signed "No Stopping Anytime," "No Stopping 7:00 a.m. to 6:00 p.m.," "No Parking Anytime" and "No Parking 7:00 a.m. to 6:00 p.m."
- 3.2 The Contractor shall ensure that no Work is carried out during the restricted times on blocks which are signed for parking restrictions between 7:00 a.m. and 9:30 a.m. and between 3:00 p.m. and 6:00 p.m.
- 3.3 In addition to the restrictions stated above, the Contractor shall obtain and adhere to the Noise By-law available on the City of Vancouver website at <http://www.vancouver.ca/bylaws/>, or from Environmental Health at #1200 - 601 West Broadway, Vancouver, B.C. V5Z 4C2.

4.0 Regulations

- 4.1 The Contractor will be required to obtain and adhere to the regulations of the "Traffic Control Manual for Work on City Streets" as referenced in Part A Section 29.0.
- 4.2 The Contractor will be required to obtain and adhere to the content of the "City of Vancouver - Engineering Services, High and Low Voltage - Crew Talk." Refer to Appendix 6.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

- 4.3 No equipment being used by the Contractor for the Work shall be stored overnight on City boulevards, sidewalks or in parks.
- 5.0 Unit Price Exceptions
- 5.1 Poles with Additional Arms. Where a pole, other than a trolley or strain pole, has more than one arm, the cost of painting the second and subsequent arms shall be paid for by considering each to be equal to a traffic signal attachment. The exception to this provision is the Gastown "9-Ball" assembly, which shall be paid for in accordance with Item 6 on Page TF7. The painting of Gastown style assemblies which have fewer than eight (8) arms will be paid for on the basis of the ratio of the number of arms actually present, divided by eight (8) and multiplied by the amount payable under Item 6 on Page TF7.
- 5.2 Poles with Banners. Poles with permanent banners attached shall be paid for under the appropriate Item 1. or Item 3. of the Schedule of Prices on Page TF7.
- 6.0 Contact
- 6.1 A contact will be designated by the City to act as the City Engineer's representative. Between 6:00 a.m. and 7:30 a.m. each day that Work is being done, the Contractor shall fax to the City Engineer's representative at 604-871-6290 the locations where the Contractor proposes to work during that day.
- 7.0 Materials
- 7.1 The Tenderer shall provide with its Tender, using Schedule B, the names and catalogue numbers of the paint that will be used (see Section 9.0 Priming and Painting of this Part D for further details).
- 7.2 Paint materials shall be delivered to the job site labelled with the manufacturer's name, the type and colour of the paint and instructions for use. If thinning is required, it shall be done as described in the manufacturer's directions. No other dilution, adulteration or misuse will be allowed. Job mixing or tinting will be allowed only if specifically approved in writing by the City Engineer's representative.
- 7.3 Only the primer and paint colours as specified will be used. Colour alternates will not be accepted. Paint colours should match existing poles.
- 7.4 Notwithstanding information and specifications provided by the Contractor, the City Engineer's representative reserves the right to reject any or all materials which in his opinion are not suitable for their intended use.
- 8.0 Cleaning
- 8.1 All rusted areas, flaked paint, blisters, scratches and other marks affecting the coverage of the existing paint shall be scraped, wire brushed or sanded down to bare metal. All paper posters attached to the poles or attachments shall be removed. All fungus growth shall be cleaned off. Areas from which fungus growth has been removed shall be scrubbed with clean water and allowed to dry before priming.
- 8.2 All other poles and attachments shall be cleaned with a degreasing agent (e.g. Varsol, stodder solvent, mineral sprints, paint thinner, etc.) before being primed or painted.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

The degreasing agent shall be applied to the surface with a brush or cloth. The degreasing agent and rags shall be changed frequently so that they do not become contaminated or dirty.

- 8.3 Materials scraped from the poles shall be cleaned up and removed from the site by the Contractor before leaving the area.

9.0 Priming and Painting

- 9.1 The priming or painting of each pole shall be completed before moving to another pole. Materials used shall be applied in strict accordance with the manufacturer's directions.

- 9.2 Bar codes on any poles or attachments shall not be painted over. Coverings used to protect the bar code during painting shall be removed as soon as possible after the paint is dry. Damaged bar codes shall be replaced by City crews at the Contractor's expense.

- 9.3 All bare metal surfaces and areas where the original paint and primer have been scratched or abraded shall be given a heavy coat of High Solids Epoxy coating (Amerlock 400 white or equivalent) tinted to match top coat, minimum dry thickness 1.2 to 1.6 mils. The paint shall not be applied until the primer has been dry for twenty four (24) hours.

- 9.4 The entire pole and attachments shall be given a heavy coat of direct to metal single prep acrylic polysiloxane coating system (PSX1001 or equivalent) with a minimum dry thickness of 1.6 to 2.0 mils. All paint and primer shall be applied with either a brush or a roller in a manner approved by the City's Designated Representative and in accordance with the manufacturer's recommendations. Spraying of paints is not acceptable.

- 9.5 Traffic signal equipment and traffic signal control boxes shall not be painted.

- 9.6 The paint shall be mixed thoroughly before using. The Contractor shall complete the application or the finish coat of paint within two (2) weeks from the application of the priming coat, weather permitting.

- 9.7 Care shall be taken to prevent paint drops or splatter from falling or being placed on attachments (or glass) which are not to be painted. Where this occurs, the paint shall be cleaned immediately from the surface with a cloth soaked in degreasing agent.

10.0 Anti-Graffiti Protective Coating

- 10.1 The protective coating to be applied will be Broda 501-AG (MSDS attached). The coating will be applied within forty eight (48) hours of painting and will be applied to a height of eight (8) feet on the pole with two (2) coats.

11.0 Numbering

- 11.1 Poles will be numbered by the Contractor with self-adhesive labels supplied by the City.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

12.0 Inspection

- 12.1 As the Work progresses samples of the paint and primer in use may be requested by the City's Designated Representative for analysis.
- 12.2 The Contractor is required to have the City's Designated Representative inspect each primed pole before the finish coat is applied. The workmanship and method of carrying out the Work shall be subject to the approval of the City's Designated Representative. Poles will be inspected three (3) times by City's Designated Representative.
 - a) after they have been cleaned;
 - b) after they have been primed; and
 - c) after the finish coat has been applied.

13.0 Safety Guidelines

- 13.1 The Contractor will be required to follow the Electrical Operations Branch's safe operating procedures for working in close proximity to overhead power lines. The City's Electrical Operations Branch's safe operating procedures will be made available to the Contractor.

14.0 Safety - Hazardous Poles

- 14.1 The Contractor shall ascertain in detail the nature of all hazards involved and instruct his workers accordingly and maintain close supervision of their work. All electrical wires supported by or close to the poles shall be considered "ENERGIZED".
- 14.2 Before painting any poles, the Contractor shall obtain a clearance from the City's Designated Representative. The City's Designated Representative will complete a survey of all structures which are to be painted and will identify those which have energized conductors attached with an electrical potential greater than 750 volts (i.e. high voltage). Those which have energized conductors with an electrical potential of 150 to 750 volts phase to phase or phase to ground will be shown. The Contractor must ensure that its employees are trained to identify poles they must not paint and to use safe operating procedures to minimize the hazards when working in proximity to high voltage overhead lines (whether or not these are high tension lines or overhead trolley lines).
- 14.3 While the City endeavours to maintain accurate records of electrical attachments to poles owned by the City and by Coast Mountain Bus Company ("CMBC"), it is possible that new attachments can be made without the City's knowledge. Further, there is a possibility of error in the City's records. For these reasons, it is the Contractor's responsibility to verify in the field the information which is supplied by the City. If any differences are discovered between the City's records and field inspection, the Contractor shall not paint the poles in question until specific instructions have been provided by the City.
- 14.4 The lower portion of the poles to a point one metre below the energized low voltage conductor is not considered hazardous and may be painted without taking special

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

precautions except that no rollers or wire-reinforced ladders shall be used within one metre of energized conductors.

14.5 The portion of any pole which:

- a) supports conductors with a potential above 750 volts (“v”) phase to phase or phase to ground; and
- b) which is within the minimum specified distances of WCB Occupational Health and Safety Regulation (19.24), or above the conductors,

shall not be painted by the Contractor. The Contractor shall specifically identify these poles to its workers and carefully instruct them of the hazard.

14.6 The portion, above a point which is one metre below the lowest energized conductor of any pole which supports conductors with electrical potentials of 150 to 750 volts phase to phase or phase to ground shall only be painted by workers who have been given safety instructions by representatives of CMBC at the commencement of the Contract. The Contractor, through the City of Vancouver Electrical Division, shall arrange the safety instructions for the workers before they work on the upper portion of these poles.

14.7 The Contractor shall obtain written approval from the CMBC to paint trolley poles near trolley power lines and shall provide to the City:

- a) the foregoing written approval from the CMBC; and
- b) a written procedure for painting trolley poles near trolley lines.

14.8 Contact information for Coast Mountain Bus Company to obtain information related to painting of trolley poles near trolley lines:

Mr. Caesar Samson, P.Eng, Manager,
Coast Mountain Bus Company,
Trolley Overhead Department,
Burnaby Transit Centre,
3855 Kitchener Street,
Burnaby, British Columbia V5C 3L8
Telephone: 604-267-5001

15.0 Designation of Work Area and Recently Painted Poles

15.1 The Contractor will arrange the designation of the Work area by putting up traffic cones around the area in advance of painting by calling telephone number 604-871-6220. Only one side of the street should be marked off at any given time. The Contractor will confirm the signing request by 12:00 noon one (1) day in advance of painting to ensure signing will coincide with suitable painting weather.

15.2 The Contractor shall cordon off the painted area with yellow tape indicating wet paint after the painting has been completed.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART D - REQUIREMENTS**

16.0 Insulated Bucket Truck

16.1 The City's safety policy requires the use of, and the Contractor will be required to use an isolated bucket truck, insulated to a dielectric strength of a minimum of 4kV, in performing this Work.

17.0 Attendance At Seminar Required

17.1 The Contractor and all crew members shall be required to attend a safety seminar for working around bus trolley lines, given by the Coast Mountain Bus Company, and shall be required to contact the company to determine the time(s) of the seminar. The Contractor will be required to show proof of attendance at the safety seminar for all crew members, prior to the commencement of the Work.

18.0 Facet Maps Available

18.1 The key map in Appendix 5 shows that forty two (42) facets maps are contained in the 2010 pole painting area. One set of these facet maps will be available upon request for Tenderers. Please email the contact person on the Cover Page of this ITT should you wish to arrange to have a set of the facet maps made available for pickup at the City of Vancouver's Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7. The City's Purchasing Services Office is open on Business Days from 8:30 A.M. to 4:30 P.M. Vancouver time, and closed Saturdays, Sundays, and holidays. Couriers picking up maps will require the ITT number PS10070 in order to collect materials from Purchasing Services.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

Tender of:	_____		
	(Name of Person, Firm, or Company)		
Business Address:	_____		
Postal or Zip Code:	_____		
Cheques Payable to/Remit to Address:	_____		
Postal or Zip Code:	_____		
Key Contact Person:	_____		
Telephone No.:	_____	Fax No.:	_____
E-mail:	_____		
G.S.T Registration Number	_____		
Dun & Bradstreet Number (if available)	_____	WorkSafeBC Account Number	_____
City of Vancouver	_____	Incorporation Date	_____
Business License Number	_____		
<i>(If your office is located in Vancouver)</i>			

To the City of Vancouver:

The undersigned Tenderer, having carefully read and examined the ITT including the Instructions to Tenderers, General Conditions, Special Conditions, and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods 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	Required	Received
Bid Bond or Certified Cheque	Yes	
Consent of Surety	No	
Certificate of Existing Insurance (Appendix 1)	Yes	

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

To be Initialed at Tender Opening:

Manager, Supply Management or designate

Witness

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

1.0 TENDER PRICE

- 1.1 Having fully considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tenderer hereby offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to perform and complete the Work for the "Total Tender Price" of:

ITT NO. _____
The Tender Price, which excludes GST, is _____ dollars and _____ cents (\$_____)

- 1.2 The undersigned confirms that the Tender Price includes all Federal, Provincial and Municipal taxes, all customs and excise import duties and all WorkSafeBC fees and assessments payable in relation to the Work.
- 1.3 If the Tender Price as entered above and the sum of all itemized prices contained below in the Tender and all taxes applicable thereto are different, the sum of all itemized prices contained in the Tender and all taxes, duties, fees and assessments applicable thereto will be the Tender Price.

2.0 NOTICE OF AWARD

- 2.1 The undersigned agrees that this Tender is irrevocable and open for acceptance by the City for a period of sixty (60) calendar days from the day following the date of the Closing Time, even if the Tender of another Tenderer is accepted by the City at anytime during that sixty (60) day period. If within this sixty day period the City delivers a Notice of Award accepting this Tender, the undersigned, within ten (10) Business Days of the receipt thereof, will deliver to the City, to its satisfaction:
- a) a Certificate of Insurance showing the Tenderer has all insurance coverages and requirements in place as required under Part B - General Conditions Section 20.0 of the Tender Documents; and
 - b) a WorkSafeBC "clearance letter" indicating that the Tenderer is in WorkSafeBC compliance as required under Part B - General Conditions Section 21.0 of the Tender Documents;

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

3.0 CONDITIONS

3.1 If the City delivers a Notice of Award to the undersigned Tenderer, and the undersigned:

- a) fails or refuses to deliver the documents as specified and required by Item 2 of this Tender Form; or
- b) fails or refuses to commence the Work in accordance with the Tender Documents,

then such failure or refusal will be deemed to be a refusal to perform the Contract and the Work, and the City, on written notice to the undersigned Tenderer, may award the Contract to another Tenderer or person. The Tenderer agrees that, as full compensation for damages suffered by the City because of such failure or refusal on the part of the undersigned Tenderer to perform the Contract and the Work, the Tenderer's bid security will be forfeited to the City in the amount equal to the lesser of:

- i) the face value of the Bid Bond or certified cheque; or
- ii) the amount by which the Tender Price presented herein is less than the amount for which the City contracts with another Tenderer or other person to perform the Work.

3.2 The Schedules attached to this Tender Form form a part of it.

4.0 ADDENDA

4.1 The undersigned hereby acknowledges that it has reviewed and thoroughly understands the following addenda to the Tender Documents:

(ADDENDA, IF ANY)

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

5.0 REFERENCES

5.1 The following is a list of references for similar goods 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. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM

6.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the conditions stated in the ITT and that any deviations have been clearly noted herein.

The Tenderer agrees that if this Tender is accepted within sixty (60) 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 Terms and Conditions set forth in the Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

7.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

The City hereby accepts the Tender for the supply and delivery of the goods and/or services described herein or that portion of the goods and/or services set out below at the prices and on the Terms and Conditions set forth in the Tender:

City of Vancouver by its authorized signatories:

Authorized Signatory

Manager, Supply Management

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

**SCHEDULE A
SCHEDULE OF PRICES**

1.0 VANCOUVER AREAS AS DEFINED BY FACET MAPS P-21, P-22, P-23, P-24, P-25, Q-21, Q-22, Q-23, Q-24, Q25, R-21, R-22, R-23, R-24, R-25, S-21, S-22, S-23, S-24, S-25, T-21, T-22, T-23, T-24, T-25, U-21, U-22, U-23, U-24, U-25, V-21, V-22, V-23, V-24, V-25, W-20, W-21, W-22, W23, W-24, W-25, W-26 (a total of 42 facet maps, as shown in Key Map in Appendix 5)

Item	Description	Approx. Quantity	Unit Price	Unit of measure	Extended Price
1.	Trolley & strain poles considered non-hazardous (and lower portions of poles with wires over 750 volts) including numbering but not including the attachments covered in (2) below.	209	\$ _____	each	\$ _____
2.	Trolley & strain poles attachments on non-hazardous poles or below hot wire on hazardous poles (luminaries, mast arms, and brackets).	100	\$ _____	each	\$ _____
3.	9.1 m street light poles & attachments including single mast arms or davits.	857	\$ _____	each	\$ _____
4.	7.6 m street light poles & attachments including single mast arms or davits.	1626	\$ _____	each	\$ _____
5.	6.1 m post top lighting poles.	111	\$ _____	each	\$ _____
6.	9.1M street light poles & attachments including double davits or mast arms.	9	\$ _____	each	\$ _____
7.	9.1M Street Lighting/Traffic Signal combination pole	96	\$ _____	each	\$ _____
8.	3M Traffic Signal pipe pedestal	84	\$ _____	each	\$ _____
9.	7.6M Traffic Signal davit pole	33	\$ _____	each	\$ _____
10.	Trolley & strain poles considered hazardous including numbering but not attachments.	209	\$ _____	each	\$ _____
11.	Street light attachments (luminaries, mast arms & brackets) above "hot" wire (150V to 750V).	100	\$ _____	each	\$ _____

INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM

	Tender Price (Total of items 1 through 11):	3,434	\$ _____
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2.0 State cost of anti-graffiti coating: \$ _____/pole

3.0 CASH DISCOUNT

A cash discount allowance of _____% will be allowed if accounts are:

- (a) paid within _____ days; or
- (b) paid by the _____th of the month following.

(a) or (b) shall be clear days from date of acceptance by the City, or receipt of invoice by the City, whichever is later.

(15th of the month following, or later is preferred by the City).

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

**SCHEDULE A1
ADDITIONAL PRICES**

Additional Pricing: The Tenderer should provide pricing for the following provisional items required for budgetary purposes.

Item	Description	Approx. Quantity	Unit Price	Unit of Measure	Extended Price
1	Trolley & strain poles considered hazardous including numbering but not attachments.	To Be Determined	\$_____	each	\$_____
2	Street light attachments (luminaries, mast arms & brackets) above "hot" wire (150V to 750V).	To Be Determined	\$_____	each	\$_____

INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM

SCHEDULE B
ANTI - GRAFFITI COATING AND PAINT DATA:

1.0 State name of protective anti-graffiti coating that will be used in this Contract:

2.0 State manufacturer and catalogue number of high performance acrylic rust inhibiting primer that will be used in this Contract:

3.0 State manufacturer and catalogue number of direct to metal acrylic coating system that will be used in this Contract:

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

**SCHEDULE C
SUB-CONTRACTORS AND SUPPLIERS**

The Tenderer should list all Sub-contractors that it intends to use on this project, and the work that each will be undertaking. All Sub-contractors who will perform any portion of the Work should be listed.

Company Name and Address	Contact Name and Title	Telephone No.	Area of Responsibility

Additional pages may be attached to this page and may be submitted with this Schedule C. Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS10070, Painting of Street Poles and Attachments, Part E - Tender Form - Schedule C - SUB-CONTRACTORS", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

**INVITATION TO TENDER NO. PS10070
PAINTING OF STREET POLES AND ATTACHMENTS
PART E - TENDER FORM**

**SCHEDULE D (CONTINUED)
TENDERER'S EXPERIENCE WITH RELATED WORK**

Company Name: _____

Description of Project: _____

Location of Project: _____

Contract Value: \$ CDN

Start & Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Sub-contractors:

Additional pages may be attached to this page and may be submitted with this Schedule D. Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS10070, Painting of Street Poles and Attachments, Part E - Tender Form - Schedule D - TENDERERS EXPERIENCE WITH RELATED WORK", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.



**CERTIFICATE OF EXISTING INSURANCE
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.

2. 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
 TYPE OF INSURANCE _____ Limits of Liability
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____
 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 _____



GENERAL CERTIFICATE OF INSURANCE

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: Building and Tenants' Improvements: \$
TYPE OF COVERAGE: Contents and Equipment: \$
POLICY NUMBER: Deductible Per Loss: \$
POLICY PERIOD: From to

- 4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Personal Injury
Products and Completed Operations
Cross Liability or Severability of Interest
Employees as Additional Insureds
Blanket Contractual Liability
Non-Owned Auto Liability
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to

- 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

INSURER: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: Per Occurrence: \$
POLICY PERIOD: From to 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



City of Vancouver - MEW / CC Program

Pre-Contract Hazard Assessment

Tender Title: Painting of Steel Poles and Attachments

Closing Date: David King

Tender #: PS10070
WCB Compliance
Coordinator
Street Lighting Design
Engineer

Assessment by: Ken Low

Job Title: Engineer

Telephone: 604.871.6078 / 604.871.6674

Date: January 08, 2010

Owner: City of Vancouver

Location: Vancouver, various

Description of work: Painting of steel street poles, including preparation, priming and top-coating.

POTENTIAL SAFETY HAZARDS

1	Electrical Safety - working up to overhead DC trolley lines (WCB OHS Reg. Parts 19 and 14)
2	Traffic Control - working within traffic movement on city streets (WCB OHS Reg. Part 18)
3	Fall Protection - work from bucket truck (WCB OHS Reg. Parts 11 and 14)
4	Hazardous Materials - for pole cleaning use and for application of both primer, paint and anti-graffiti coats (WCB OHS Reg. Part 5, WHMIS)
5	Lead Paint* - possible exposure caused by sanding of old paint in pole preparation (WCB OHS Reg. Part 6, Lead)

All potential hazards, as identified above, must be addressed in accordance with the most recent version of the WCB Occupational Health and Safety Regulation, and if applicable, City of Vancouver Safe Operating Procedures.

Electrical safety hazards must be determined and addressed by means of consultation between the Contractor and Coast Mountain Bus Company prior to starting work (as per Section 14.0 of Part D - Requirements of ITT PS10070). The Contractor shall obtain and adhere to the "Safety Rules and Regulations - Electrical Branch City of Vancouver". In addition, the Contractor may be provided with safe operating procedures currently in use by City of Vancouver Traffic and Electrical Operations group.

* Lead paint is not considered hazardous if the painting process only involves manual scraping of any existing peeling coats of paint. The use of power tools (for sanding or grinding) will create a potential lead hazard, requiring the Contractor to adhere to Part 6 (Lead) of the WCB OHS Regulation.

This pre-contract hazard assessment identifies the hazards known by the City of Vancouver Electrical Design branch, before any work commences. The assessment does not include all potential hazards that may arise from the scope of the work. The Contractor is responsible for adhering to all parts of the WCB Occupational Health and Safety Regulation.

1.0 DEFINITIONS

- a) "OH&S Regulation" means Occupational Health & Safety Regulation (British Columbia Regulation 296/97), as amended by British Columbia Regulation 185/9) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) "Owner" means City of Vancouver;
- c) "Place of the Work" means the work sites within the City of Vancouver, British Columbia where the Contractor will be required to carry out the Work and as shown in Appendix 5;
- d) "Prime Contractor" means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) "Project" means the Painting of Street Poles and Attachments throughout the City of Vancouver as contemplated by the Contract Documents, and includes all the Work;
- f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) "WCB" means the Worker's Compensation Board of British Columbia;
- h) "WCB Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

- a) Proof of Qualification to act as Prime Contractor.
 - i) The Prime Contractor is to provide a copy of its WCB/WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Engineer prior to commencement of the Work.
 - ii) The Prime Contractor is to notify the City of any changes of status with WorkSafeBC during the course of the Contract.
- b) After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:

- i) Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
 - ii) Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
 - iii) Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
 - iv) Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
 - v) Review and complete a "Pre-Job Meeting Form" if the Owner requests.
 - vi) For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
 - vii) Comply with OH&S Regulation 20.2 in respect of the Notice of Project.
 - viii) Identify and set expectations for each Sub-contractor's safety contact.
 - ix) Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
 - x) Inform employers and workers of the workplace hazards associated with the Place of the Work.
 - xi) At the Place of the Work, provide the information listed in WorkSafeBC OH&S Regulation 20.3(4).
- c) Throughout the term of the Project, the Prime Contractor shall:
- i) Ensure that all hazards are promptly and appropriately identified and addressed.
 - ii) Ensure the health and safety of the workers on the Project.
 - iii) Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
 - iv) Ensure provision of first aid equipment and services as required by the OH&S Regulation.
 - v) Coordinate all occupational health and safety activities for the Project.
 - vi) Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the

people who work outside regular hours and the types of emergencies that may arise. This plan should also describe Sub-contractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.

- vii) Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of Contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
 - viii) On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
 - ix) In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.
- d) Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:
- i) Comply with all requirements listed in OH&S Regulation Clause 20.3(3) and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
 - ii) Coordinate all health and safety activities for the Project.
 - iii) Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
 - iv) Ensure that regular workplace safety meetings are held and documented.
 - v) Know who all other contractors' "Qualified Persons" are.
 - vi) Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a Prime Contractor as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or

suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor to accept all responsibilities of the Prime Contractor for this Project.

Contractor to accept all responsibilities of the Prime Contractor

Date: _____

Contract # _____

Name of Contractor _____

(Construction Only)

Qualified Coordinator's Name _____

Signature of Authorized Representative _____

Print Name and Title _____

The Material Safety Data Sheet for Anti-Graffiti Coating is available separately for Download from the City's Supply Management web site at <http://vancouver.ca/fs/bid/bidopp/ITT/ITT-PS10070.htm>.

The Key Map of the work areas is available separately for Download from the City's Supply Management web site at <http://vancouver.ca/fs/bid/bidopp/ITT/ITT-PS10070.htm>. Facet maps of the work area for 2010 will be made available as per Part D Requirements - Section 18.0. A legend to the facet maps is also available for download at the same website.

The “City of Vancouver - Engineering Services - High and Low Voltage - Crew Talk” is available separately for Download from the City’s Supply Management web site at

<http://vancouver.ca/fs/bid/bidopp/ITT/ITT-PS10070.htm>