



Settle down.

The Corporation of the City of Grand Forks

7217 4th St. Box 220, Grand Forks, B.C. V0H 1H0

INVITATION TO TENDER

Riverside Dr. Overhead Distribution Upgrade/Conversion Project

TENDER NO. 2015-04-14

Sealed Tenders marked

TENDER 2014-09 Riverside Dr. O/H Distribution Upgrade/ Conversion Project

will be received at 7217 4th St. Box 220, Grand Forks, B.C. V0H 1H0 up to and including

2:00 p.m., local time, May 12, 2015 for the following work:

The project titled *Riverside Dr. O/H Distribution Upgrade/Conversion Project* is applicable to the supply of qualified labor, equipment and ancillary materials for the replacement of Three (3) designated structures and the removal/replacement of the Three (3) Phase Overhead Primary and Neutral Distribution Conductors.

Tender documents are available by email from:

The City of Grand Forks web site at

<http://www.grandforks.ca/category/bids-tender-opportunities/>

and BC Bid

OR

Terry Andreychuk-Project Coordinator

Phone: 250-809-6781

Email: tandreychuk@telus.net

NON-MANDATORY SITE MEETING

April 27, 2015 at 1:00 P.M, local time.

Location: City of Grand Forks
Riverside Dr. & 72nd Ave. (Project Site) Grand
Forks, B.C.

Advance notification of attendance is requested and greatly appreciated by emailing:

Terry Andreychuk-Project Coordinator @ tandreychuk@telus.net

TENDER OPENING

Tenders will be opened at 7217 4th St. Grand Forks, B.C. **immediately after the closing hour** of this Tender, at which time interested parties, may be present if so desired.

**ATTACHMENT A
TENDER ADMISSION INSTRUCTION**

THE CORPORATION OF THE CITY OF GRAND FORKS

INSTRUCTIONS TO BIDDERS FOR TENDER 2015-04-14

1.1 **TENDER ADMISSION:**

1.2 **Definition**

Throughout this agreement "The City" or "Owner "shall mean

The Corporation of the City of Grand Forks-Electric Utility.

1.3 **Submission of Tender:**

The Sealed Tender shall be addressed to:

The Corporation of the City of Grand Forks
7217 4th St.
Box 220
Grand Forks, B.C. V0H 1H0
Attention: Diane Heinrich-Corporate Officer

Tender envelope shall be marked:

TENDER 2015-04-14

Riverside Dr. O/H Distribution Upgrade/ Conversion Project

The outside of the tender envelope should also include the return address of the bidder to be used in the event the tender needs to be returned unopened.

Submission of tenders to the City via direct facsimile or email is not acceptable and all tenders must be submitted in Paper Copy in a sealed envelope, clearly marked with the tender number and project title.

Attachment 'D', Forms 1, 2 & 3 should be included in the tender submission, along with the bid bond, consent of surety and work schedule. Proponents should submit their response in the following format:

- Form 1
- Form 2
- Form 3
- Bid Bond
- Work schedule
- Warranty of Workmanship and any materials as supplied by the Contractor.
- Any additional information that a proponent may choose to provide.

The pages should be consecutively numbered.

Alternate bids may not be accepted. Two complete copies of all Tenders should be submitted, along with a single pdf file of the entire tender submission (inclusive of the bond/surety documents) on a CD/DVD/memory stick.

1.4 Closing Date

Tenders will be received up to **2:00 p.m., local time, May 12, 2015.**

Tenders received after the closing time will be returned unopened at the bidder's expense.

1.5 Tender Opening:

Tenders will be opened at 7217 4th St., **Grand Forks, B.C.** immediately after the closing hour of this Tender, at which time interested parties, may be present if so desired.

1.4.1 Acceptability of Tender

The City reserves the right:

- a) to award bids received on the basis of individual items or groups of items or on the entire list of items;
- b) to reject any or all bids, or any part thereof;
- c) to waive any informality in the bids; and
- d) to accept the bid, or any portion, that is in the best interest of the City.
- e) In the event a single bid is received, the *Owner* may open the bid privately without reference to the bidder. If the bid is opened and it is in excess of the *Owner's* budget, the *Owner* reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid Price. The *Owner* reserves the right to accept or reject a single bid.

An acceptance mailed to the successful bidder within the time for acceptance specified in the tender results in a binding contract without further action by either party.

Tenders that are unsigned, incomplete, illegible, unbalanced, obscure, or other irregularities may be rejected as informal.

Tender form must contain the Tenderer's business or home address and legal status must be disclosed and must be signed by a duly authorized official.

The Tender shall be open for acceptance for a period of thirty (30) days from the date of closing of this Tender.

The Corporation of the City of Grand Forks reserves the right to waive any irregularities at their own discretion. Unit prices shall be filled in where indicated on the Tender form.

Award of this Contract is subject to the approved budget.

1.5 Bid Pricing:

Unit prices shall be shown for each unit on which there is a tender.

All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the proper signing officer of the Tenderer.

In the case of mistakes in the extension of prices, subtotal prices will govern.

Unless otherwise specified herein by the Corporation of the City of Grand Forks, all prices quoted are to be net prices in Canadian funds including Canadian Customs duties, and are to be F.O.B. including delivery charges to the destination as indicated.

The City reserves the right to terminate this contract based on unacceptable price increases during the contract period.

1.6 Contract

Upon award the Tenderer will be required to complete the form of agreement (sample attached). Once the contract is fully executed a signed copy will be returned to the vendor and a purchase order will be issued. This PO number must be referenced on all invoices.

1.7 Evaluation

The Contractor may be evaluated on its performance at any time during the Term as well as on contract completion. Information contained in the form will be used for future procurement evaluations and award recommendations.

1.8 Payment

Tenderer's shall note that the City of Grand Forks will require all vendors to be paid by direct deposit. Upon award, the City will require the vendors payment information.

1.9 Holdback

1.9.1 Ninety per cent (90%) of each invoice for completed work will be paid by the City, ten per cent (10%) of invoiced completed work will be held back until completion of the contract.

1.9.2 The Corporation shall approve release of the 10% holdback referred to in Section 1.9.1 to the Contractor no sooner than fifty-five (55) days following satisfaction of ALL of the following conditions:

- a) City Representative certifies the date of Substantial Performance of the Work, if given, or Total Performance otherwise;
- b) the Contractor provides to the Corporation a clearance letter from WorkSafeBC BC indicating all current assessments due from the Contractor have been paid;
- c) the Contractor provides proof to the Corporation attesting that all monies owing to the Contractor's workers, subcontractors, material and equipment suppliers and government agencies have been paid.

1.10 Tenderer's Qualifications

The Contractor is expected to employ competent people, properly trained, certified and instructed to effectively, efficiently and safely perform the requirements of the work. All personnel are expected to be presentable and professionally competent to conduct themselves and the work.

The Contractor shall ensure that the "Person In Charge" of the work, is in full time attendance at the Job-Site, and is a qualified person who is recognized as a Power Line Technician by the Ministry of Advanced Education of the Province of British Columbia.

The Contractor must provide proof of certified boom trucks and the necessary equipment to safely, effectively and efficiently conduct the work.

1.11 Work Location & Conditions

Before submitting a Tender, a **non-mandatory site meeting** at the Project site is being offered to all proponents, either personally or through an authorized representative to satisfy themselves as to the local conditions. *The Tenderer is fully responsible for obtaining all information for the preparation of this Tender and for the execution of the work.* Without limiting the generality of the foregoing, the Contractor shall satisfy themselves of any special risks, contingencies, regulations, safety requirements and other circumstances which may be encountered.

The Meeting will be held on April 27, 2015 at 1:00 P.M., local time.

Location: City of Grand Forks
Riverside Dr. & 72nd Ave. (Project Site)
Grand Forks, B.C.

Advance notification of attendance is requested and greatly appreciated by emailing:

Terry Andreychuk-Project Coordinator @ tandreychuk@telus.net

1.12 Liability

The Tenderer shall ensure that the Corporation of the City of Grand Forks, its officers, representatives and employees, are saved harmless from any liability whatsoever arising out of the Tenderer's performance or non-performance of the term of this Tender, including the performance by any sub-Contractor.

1.13 Bid Bond

The Tender must be accompanied by tender security ("Bid Security") in the amount of ten percent (10%) of the Bid Price and in the form of a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the *Owner*, The City of Grand Forks. Certified cheques and guaranteed letters of credit will be accepted.

1.15 Tenderer's Experience

Tenderer shall be required to submit evidence as to their ability to carry out the work, should have at least five (5) years of experience as a Bonafide contractor in distribution system services and should be prepared to satisfy the City as to their competency for performing the work satisfactorily and within the time stated in the specifications and conditions attached.

Tenderer's may submit Health and Safety Programs, Experience in Live Line Rubber and Stick Work, Certifications, Current WorkSafeBC Acceptable Work Procedures etc. as part of their submission or may be requested to provide such documents in order to assist in the selection of the successful Proponent.

Withdrawal

Tenders may be withdrawn by written notice or a digitally signed PDF Document by email only, provided such notice is received by the Project Coordinator prior to the time set for the opening of tenders. Upon closing time all tenders become irrevocable. By submission of a tender the contractor agrees that should they be successful, the contractor will enter into a contract with the Corporation of the City of Grand Forks.

1.16 Amendment of Tenders

A Tenderer may amend or revoke a tender by giving written notice, delivered by hand, mail, fax or a digitally signed PDF Document by email to:

By hand, mail, fax or email to:

The Corporation of the City of Grand Forks

7217 4th St.

Box 220

Grand Forks, B.C. V0H 1H0 Fax

No. (250) 442-8000

Attention: Diane Heinrich-Corporate Officer

An amendment or revocation that is received after the Tender Closing Date and Time shall not be considered and shall not affect a tender as submitted.

An amendment or revocation must be signed by an authorized signatory of the

Tenderer.

Any amendment that expressly or by inference discloses the Tenderer's Tender Price or other material element of the tender such that, in the opinion of the City, the confidentiality of the tender is breached, will invalidate the entire tender.

If a tender amendment or revocation is sent by fax the Tenderer assumes the entire risk that equipment and staff at the receiving office will properly receive the fax containing the amendment or revocation before the Tender Closing Date and Time. The City shall not be liable to any Tenderer if for any reason a fax is not properly received.

1.17 Limitation of Damages – Contract A

That the Owner will not be liable to us for more than \$2,000.00 in total damages for

- a. Any breach or breaches (including any fundamental breach) by the Owner of any tender process contract (Contract A) that may arise between us and the Owner in connection with this Tender, or
- b. Any negligence or other tort committed by the Owner in connection with this Tender.

1.18 Bid Clarifications

The owner in its sole discretion reserves the right to clarify any bid after closing and prior to award.

1.19 Further Information

Inquiries and Technical questions regarding this tender should be directed via e-mail to:

Terry Andreychuk, Project Coordinator
Email: tandreychuk@telus.net

The deadline for clarification questions is: **4: 30 P.M., May 5, 2015**. Addendums will be emailed to all qualified proponents outlining all questions and answers.

**ATTACHMENT B
GENERAL CONDITIONS
& INSURANCE REQUIREMENTS**

THE CORPORATION OF THE CITY OF GRAND FORKS GENERAL CONDITIONS & INSURANCE REQUIREMENTS

Riverside Dr. O/H Distribution Upgrade/ Conversion Project-TENDER 2015-04-14

Where services are provided or service is provided as part of the goods purchased, the following will also apply:

2.0 General

The contractor shall be deemed the "Prime Contractor" for the works site under the Regulations of the Workers Compensation Act and Occupational Health and Safety Regulation and must fulfill all of the obligations required of a "Prime Contractor".

2.1 No Claim for Compensation

Except as expressly and specifically permitted in these instructions to Tenderer's, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

2.2 Manner of Performance

The whole of the work and the manner of performing same shall be done in a professional / workmanlike manner, and all personnel shall have adequate experience and background in the work required, and to the entire satisfaction and approval of the City of Grand Forks.

2.3 Inspection – Services

Periodic inspection of the work areas will be made by the City of Grand Forks Representatives or Designate to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from this exist, the Contractor will be notified either verbally or in writing of the corrective measures to be taken.

Upon notification, the Contractor must proceed without delay to institute corrective measures. Such periodic inspections shall not relieve the Contractor in any way from making his own inspections to ensure that the work is being satisfactorily performed.

Supplies/Materials

All supplies shall be subject to inspection and test by and shall meet the approval of the Corporation of the City of Grand Forks or Designate and the decision shall be final and binding upon all parties. The contractor shall adopt such inspection measures as may be considered necessary by the Corporation of the City of Grand Forks or Designate to ensure that the materials to be supplied hereunder are at all times of a uniform grade and of the kind and quality herein specified.

In case any supplies or lots of supplies are defective in material or workmanship or

otherwise not in conformity with the specifications of the contract, the Corporation of the City of Grand Forks or Designate shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Corporation of the City of Grand Forks or Designate, by and at the expense of the contractor promptly after receipt of notice by the contractor from the Corporation of the City of Grand Forks or Designate.

2.4 Materials, Appliances, Employees

Unless stipulated otherwise, the Contractor shall provide and pay for all material, labour, tools, equipment, power, transportation and other facilities for the execution of the work.

The Contractor shall not employ on the job any unfit person nor anyone not skilled in the work assigned to them and/or works as required to be performed as part of this Tender.

Anyone under the influence of, or in the possession or use of intoxicating beverages or drugs on the work shall be sufficient reason to declare an employee as unfit.

The Contractor and/or their employees shall not enter into any dispute with, and shall maintain a courteous relationship with the public while in the process of executing the Contract work.

2.5 Emergencies or Non-compliance by Contractor

- 1) The Owner's representative has authority to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the structure, or of adjoining property.
- 2) The Owner's representative(s) shall have, without limitation, the following rights: In his sole opinion, to decide whether any part of the work has been done as required by the Contract.
- 3) What the Contractor is required by the Contract to do including without limitation questions as to the acceptability of the quality or quantity of any labour or material used in the execution of the work and the timing or scheduling of the work.

2.6 Changes in the Work

The Owner, without invalidating the Tender, may make changes by altering, adding to, or deducting from the work, the Contract price being adjusted accordingly. All such work shall be executed under the conditions of the original Tender.

2.7 Valuation of Changes

The value of any change or extra work shall be determined in one or more of the following ways:

- a) by unit prices agreed to;

- b) by estimate and acceptance in a lump sum;
- c) by cost and percentage or by cost and a fixed fee.

In case of additional work to be paid for under method (c), the Contractor shall keep and present in such form as the Owner may require a correct account of the net cost of labour and materials, together with vouchers.

No payment on account of changes or extra work shall be made until the value thereof shall have been determined as herein provided.

2.8 Applications for Payment

The Contractor shall submit to the Owner an application for each payment and, if required, a statutory declaration, receipts or other vouchers showing his payments for labour.

2.9 Permits, Notices, Law & Rules

The Contractor shall apply and pay for all necessary permits or licences, including **City of Grand Forks Business License**, required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

2.10 Local Conditions

The Contractor shall by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and practicability of the work and of the methods of procedure.

No verbal agreements or conversation with any officer, agent or employee of the City of Grand Forks, either before or after the execution of the Tender, shall effect or modify any of the terms or obligations herein contained.

2.11 Compliance with Workers Compensation Regulations

The Contractor shall ensure compliance on his part with the Workers Compensation Act and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers Compensation Act, the Workers Compensation Board orders the Contractor in respect of his operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the

opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the Owner on 24 hours written notice to the Contractor may terminate the Contract.

2.12 Protection of the Work, Property and Public

It shall be the Contractor's responsibility to ensure that all applicable statutory codes and provisos are conformed with, especially those regulating work in the vicinity of energised electrical circuits.

The Contractor shall be responsible for safety management for all persons who are present within the boundaries of the work site, including but not limited to the Contractor's workers, the Subcontractor's workers, the Corporation of the City of Grand Forks or Designate(s) or any other inspector or agent appointed by either of them and other Contractor's workers and anyone else

2.13 Safety

The Contractor shall be solely and completely responsible for the overall safety program on the work site during the performance of the work, to ensure the safety of all persons at the work site, the physical facilities and buildings existing and under construction; and, to safely coordinate all activities on the work site. This requirement shall apply continuously and not be limited to normal working hours.

The Contractor shall observe and enforce all safety measures required by Workers Compensation Act of British Columbia and attendant regulations, the safety requirements of the Corporation and all applicable statutes. In the event of discrepancy between such provisions, the most stringent provision will apply.

The Contractor shall investigate thoroughly the nature and conditions of the project as well as the requirements of the job procedures and should be prepared to, if warranted, implement a more comprehensive safety program than is required by the WorkSafeBC OHS Regulations.

The Contractor shall develop and be responsible to maintain a project-specific work site safety program, tailored specifically to the work of the contract, and shall be acceptable in all respects to WorkSafeBC BC.

The Contractor shall make itself, its employees, subcontractors, suppliers the Corporation of the City of Grand Forks or Designate(s) and all others that the Contractor brings to the work site aware of the safety and security rules, regulations and requirements in effect at the work site.

The Contractor shall provide site safety orientation for all Contractor and Subcontractor employees and visitors to the site. This presentation must be made before their work commences or an appropriately trained worker must escort them.

The contractor shall be proactive in its approach towards safety and shall anticipate problems, correcting situations before they occur. The Contractor shall have a means of inspecting the work site to ensure all personnel meet or exceed the minimum safety requirements, all unsafe conditions are corrected immediately, and proper discipline is enforced. A lax attitude towards safety will not be tolerated on the work site.

2.14 Owner's Right to Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Tender, the Owner, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

2.15 Work by Others

The City of Grand Forks reserves the right to determine whether the Contractor or the City crews will perform the work. The decision will be made based on the scope of the work in question and will be made at the owner's discretion. If the Contractor is not available to perform the work scheduled as requested in the time frame as determined by the Owner, the City of Grand Forks reserves the right to have work done by an alternate contractor or City crews. This work will only be undertaken upon discussion with the Contractor and mutually agreeing to this arrangement.

2.16 Owner's Right to Terminate Contract

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should refuse or fail to supply enough properly skilled workmen or proper equipment after having received seven (7) days notice in writing from the Owner or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the employment of the Contractor and finish the work by whatever means he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment.

2.17 Contractors Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority through no act or fault of the Contractor or of anyone employed by them, or if the Owner should fail to pay to the Contractor within fourteen (14) days of its maturing and presentation, any sum certified by the Owner or awarded by arbitrators, then the Contractor may upon five (5) days written notice to the Owner stop work and/or terminate this Contract without prejudice to any other right or remedy he may have, and recover from the Owner payment for all work executed and any loss sustained with reasonable profit and damages.

2.18 No Assignment or Sub-Letting of Contract Without Consent

The Contractor shall not assign, sub-let or let out as task work, any part of the work without first having had and obtained the consent in writing of the Corporation, which consent the Corporation may withhold in its absolute discretion. If the Corporation should consent to any such assignment, sub-letting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof, be in no way relieved from their responsibility for the fulfilment of said work, but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Contractor themself.

2.19 Prices to be Accepted as Full Compensation

The price or prices provided for in the Tender shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under this Tender, including all work required but not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work or the action of the weather, elements, or any unforeseen obstructions or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in the consequence of any delay or suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work as in this contract provided.

2.20 Public Liability & Property Damage Insurance

Forthwith after the execution of this Agreement the Contractor shall obtain and maintain in force during the currency of this Agreement with an insurance company a policy of insurance acceptable to and approved in writing by the Corporation the following insurance with limits on an occurrence basis not less than those shown in respective items following:

Provision of Goods and Services

- a. Commercial General Liability Insurance and Property Damage Insurance providing coverage not less than Five Million (\$5,000,000.00) Dollars each occurrence, all inclusive against liability for bodily injury or death on an occurrence basis and/or damage to property on an accident basis.
- b. Automobile Insurance for public liability and property damage providing coverage not less than Five Million (\$5,000,000.00) Dollars each occurrence, all inclusive on owned, non-owned or hired vehicles.
- c. Completed Operations coverage not less than Five Million (\$5,000,000.00) Dollars each occurrence inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the completed work on any installation or repair operations during the period of one year next ensuing after acceptance of the completed work by the Corporation.

- d. Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any loss or damage to Contractor's equipment including loss of use thereof.

The deductible or reimbursement for any policy required under this section shall not exceed Five Thousand Dollars (\$5,000.00) per claim.

In all policies of insurance providing coverage called for by this clause (except automobile insurance on vehicles owned by the Contractor), the "**Corporation of the City of Grand Forks**" shall be named as the additional insured. In all such policies each sub-contractor performing work under this Agreement shall be named as an additional insured in respect of the performance of the work, and each such policy shall provide that no cancellation or material change in the policy shall become effective until after thirty (30) days notice of such cancellation or change shall have been given to the Corporation by registered mail, and the contractor will upon demand of the Corporation of the City of Grand Forks deliver over to the Corporation all such policy or policies of insurance and the receipt for payment of premium thereon; and should the contractor neglect so to obtain and/or maintain in force any such insurance as aforesaid or delivery such policy or policies and receipts to the Corporation, then it shall be lawful for the Corporation to obtain and/or maintain such insurance, and the Contractor hereby appoints the Corporation his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Corporation for insurance premiums under the provisions of this clause shall be charged to the Contractor.

2.21 Indemnification of Corporation

The Contractor shall indemnify, protect and save harmless the Corporation of the City of Grand Forks, its officers, agents, servants and employees from and against all actions, causes of actions, claims and demands of every kind, description and nature whatsoever arising out of or in any way connected with fulfilment of this contract, and all such actions, causes of action, claims and demands recoverable from the Corporation or the property of the Corporation, shall be paid by the Contractor, and, if recovered from the Corporation, or the property of the Corporation, shall together with any costs and expenses incurred therewith be charged to the Contractor.

2.22 Service Contracts

If this tender is for a contracted service, Tenderer's shall note:

- a) INSURANCE – The Contractor shall, without limiting its obligations or liabilities under this contract, procure and maintain, at its own expense and cost, the insurance policies listed in General Conditions & Insurance Requirements. Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until

the date of final certificate for payment.

- b) BUSINESS LICENSE - that a City of Grand Forks Business License is required by the successful contractor prior to commencing work.
- c) WORKSAFE BC (formerly WCB) - that the City of Grand Forks will require proof of current WorkSafeBC BC coverage prior to the successful contractor commencing work. Coverage shall remain in place for the duration of the project.

**ATTACHMENT “C”
SCOPE OF WORK / SPECIFICATIONS**

THE CORPORATION OF THE CITY OF GRAND FORKS

Riverside Dr. O/H Distribution Upgrade/ Conversion Project TENDER 2015-04-14

3.1 **SCOPE OF WORK / SPECIFICATIONS**

Relative Works Described As:

Distribution Feeder Structure and Conductor Replacement

Existing System Characteristics:

4kV-Three (3) Phase Grounded Y System

BACKGROUND AND/OR OBJECTIVES:

Grand Forks is in the process of upgrading/converting portions of the Old 4kV distribution within their system to 12.4kV to aid in systematically converting the entire distribution system.

Grand Fork's objectives of the project:

- 1) Increase feeder capacity for this section of their 4kV system.
- 2) Rebuild to 25kV Standards in anticipation of converting to 12kV as part of their Long Term Voltage Conversion Project.

3.1 **Scope of Works:**

The Corporation of the City of Grand Forks Electric Utility invites responses to the Request for Tender for the project titled as:

Tender 2015-04-14 Riverside Dr. Upgrade/Conversion Project

as applicable to the supply of qualified labor, equipment and ancillary materials for the installation of the 4kV Overhead Distribution to 25kV Standards.

All works are to be performed utilizing Hot Line Methods in order to maintain and/or to minimize customer(s) power supply outages during the project works. If certain structures, conductors, hardware etc. are deemed unsafe or hazardous to personnel performing such work utilizing Hot Line Methods, alternate measures and/or outages may be permitted.

In such case(s) discussions with the Grand Forks Utility Operations Manager and the Utility Distribution Coordinator must be held in order to provide adequate or as much notice as possible to the affected customers.

3.2 **Scheduling of Works:**

It is Grand Forks preference or desire to have these Works performed prior to the months of July and August so as not cause any disruption or inconveniences to the Tourism and Business operations within this designated period.

Alternatively if the successful proponent is unable to schedule necessary crews and equipment per these timelines, a project start of early September is the option.

Further to the above: If the successful proponent is able to guarantee absolute limited disruption or inconvenience Grand Forks may consider works within the designated period.

3.3 **Description of Works:**

Works as related to the **Riverside Dr. Upgrade/Conversion Project** includes but is not limited to the following:

- .1 Installation of poles/structures at Three (3) locations require removal/replacement of the existing distribution structure (*Kick and Set*).
- .2 Installation of all relative structure hardware at all Item 1 locations including but not limited to: Pole Grounds, Cross Arms c/w Braces, Clevises, Insulators etc.
- .3 Installation of Anchor Rod and Associated Guying at Structure 198, One (1) of Three (3) locations for structure replacement.

NOTE: Structure 195 may require anchor upgrades, existing anchors and/or O/H Guy pole to be assessed at time of construction.
- .4 Complete installation of Three (3) Single Phase Solid Blade Cutout Switches on the new/replaced Structure #0058.
- .5 Installation or stringing, tensioning, connecting/terminating etc. of all Aerial Conductors for the Distribution (3Ø Grounded Wye) System.
- .6 Installation of all grounding and bonding as required.
- .7 Installation of all structure tagging, phasing identifiers etc. as determined by Grand Forks Electric Utility.
- .8 Commissioning/inspecting of the installed systems to ensure total completion of the systems.

NOTE:

- All structures within the project location or area, with the exception of

structures designated to be replaced as part of this document/contract have been or will be upgraded prior to project start-up by Grand Forks Electric Utility according to the section titled Structure Details & Photos included in Appendix 1 of this document.

- All works or installations are to be installed utilizing current FortisBC Overhead Standards unless otherwise requested or approved by the Grand Forks Electric Utility Representative.

3.4 **Quantities of Works:**

Quantities as indicated may not be exact but are provided for informational purposes.

- .1 Poles/Structures c/w Grounding at all locations:

Total of Three (3) Poles:

- .2 Structure # 0058 - 45'/Class 3 Kick & Set Structure # 0195 - 50'/Class 2 Kick & Set
Structure # 0198 - 50'/Class 2 Kick & Set Anchoring and Guying:

One (1) Location for River Crossing at Structure # 0198.

(NOTE Reference to potential anchoring in Item 3.2.3)

- .3 Stringing, tensioning, connecting, terminating etc. of all Aerial Conductors:

Distribution 3/0 ACSR/Pigeon - Each Phase-Approx. 568 (M's)
Distribution Neutral 3/0 ACSR/Pigeon – Approx. 568 (M's)

- .4 Complete installation of Three (3) Single (1) Phase Line Cutouts c/w Solid Blade Type Barrels on the new/replaced Structure #0058.

- .5 Remove & Replace Three (3) Streetlights at structure replacement locations.

- .6 Disconnect/Reconnect:

- .1 Three (3) Single Phase Transformers.
- .2 One (1) Single Phase Primary Tap.
- .3 One (1) Three (3) Phase Primary U/G Lateral
- .4 Two (2) Three (3) Transformer Banks
- .5 One (1) Three (3) Capacitor Bank

All of the above require installation of stirrups. Contractor to assess the re-use of existing tap clamp and associated drop lead and replace as necessary.

NOTE:

The contractor is ultimately responsible for determining the amount of work to be completed by its own detailed review of the project, associated documents and

physical check of the existing structures, components, conductors and hardware within the designated project area.

3.5 Project Specifications:

This tender is for the direct installation of a new section of distribution feeder and complete with removal of the existing line conductor, hardware and poles.

All work shall comply with rules and regulations as defined by:

Canadian Standards Association:

Overhead Systems # Can/CSA - C22.3 No. 1-M87

Canadian Electrical Code:

Latest Edition, Part 3

Province of BC Safety Authority:

Standards for Overhead Line Construction

FortisBC Distribution Standards:

Latest Edition

WorkSafeBC

Occupational Health & Safety Regulations

- .1 The contractor shall have an on-site person in charge at all times while work is carried out. This person shall be duly qualified, and made known to Grand Forks Electric Utility's Representative.
- .2 The contractor shall arrange for and provide all services related to this project which includes but is not limited to, excavation (if required), Loading and transporting of all Owner supplied materials from the Corporation of the City of Grand Forks Public Works Facility (*130 Industrial Drive*), supply of all ancillary materials not included in the Owner supplied list, erection of all poles and all qualified traffic control services and flagging personnel as may be required.
- .3 Transfer of the Grand Forks Fiber facilities will be performed by the Contractor where applicable at the pole replacement locations.
- .4 Telus and Shaw Cable Systems plant, shall be by others. The contractor shall work around all communications cable systems and is responsible for any damage to these systems during this project.
- .5 The conductors shall be installed on wood pole structures and crossarms as supplied by and/or as previously installed by Grand Forks Electric Utility. Class and length as noted in the details of this document and/or drawings.
- .6 Proposed project systems general location, layout and structure design specifications as provided.
(It is expected that the Contractor will have full access to FortisBC Distribution

Structures Manual of Standards and other pertinent standards as required)

- .7 All work shall be constructed at locations indicated in the documents and drawings and/or marked/identified on site.
- .8 Grand Forks Electric Utility may de-energize the distribution circuits when works on or near such circuits are have been determined to be unsafe to perform works utilizing Hot Line Methods.
- .9 The contractor shall be responsible for taking work permits and installing his own working grounds as required.

The contractor shall be responsible for cover-up, installing temporary arms, lifting, fanning out of the existing energized distribution feeder circuit conductors as and where required. The contractor shall submit his work schedule to the Grand Forks Electric Utility Distribution Coordinator a minimum one (1) working day before such work is to be performed or required.

- .10 Grand Forks Electric Utility crews must be present for the energizing of the new distribution lines upon construction final completion and in conjunction with necessary inspections and sign off.
- .11 See Materials List as provided in Item 3.17 for items supplied by Grand Forks Electric Utility.

3.6 Milestone Dates/Schedule:

Tender Posting – April 14, 2015

Non-Mandatory Site Meeting – April 27, 2015

Tender Close – May 12, 2015

Tender Award: Within 1 (one) Week of Tender Closing

Project Expected Start Up: To be determined based on Item 3.2

Project Expected Completion: To be determined based on Item 3.2

The contractor shall submit a proposed work schedule and completion date for the project based on the time periods as referenced in Item 3.2.

The work schedule must be adhered to.

3.7 General System Installation & Line Appearance:

- .1 The construction standards, drawings (if provided) or as noted in this document must be adhered to, any changes or revisions by the Contractor which may contravene standards and/or drawings must be discussed and approved by Grand Forks Electric Utility.
- .2 Pole locations are as per previously installed structures, the Contractor is ultimately responsible for the accurate setting and installation of the new structures for the distribution system, including initial sag and tension parameters as per appropriate

standards.

- .3 The contractor shall be responsible for fully restoring disturbed and damaged ground on the roadway shoulder areas, and general work areas, particularly near the installation site of each and every pole. This shall include removal of work site litter, raking smooth, grass seeding of disturbed soil, and cleaning up of loose rock and surplus earth, around each pole location, or otherwise to the satisfaction of Grand Forks Electric Utility and its representatives.
- .4 All poles shall be set in the ground plumb, and shall be set to depths as per FortisBC Distribution Standards Current Edition.
- .5 No extras shall be approved for variances in the line design, as long as the intent of the project is fulfilled.
- .6 Grand Forks Electric Utility and Telus have discussed and are aware of the works as described in this document and with sufficient notification, Telus personnel will be available to hold and/or transfer as required for their plant at the structure replacement locations.
- .7 The contractor must not “trap” any existing communications cables while installing new poles for this project. All new poles must be behind Telus/Shaw cables, so that these cables are directly facing the road ways and are not located behind new poles. Grand Forks Electric Utility will provide the contact information for Telus and Shaw Staff to which the contractor is responsible for contacting and coordinating the works.

3.8 System Grounding:

Grounding/Bonding for all structures and hardware within the scope of this contract, shall be installed to provide public and operating personnel safety, and shall be installed and connected to the distribution system neutral as per appropriate standards.

3.9 Removal of Old Plant:

During and upon completion of the necessary works the contractor shall:

Remove, transport and dispose of all old poles, conductor and line hardware deemed to be unsalvageable or of no significant value to Grand Forks Electric Utility.

3.10 Location of Underground Utilities:

When applicable it is the Contractor's responsibility to request locates for all underground utilities such as FortisBC Gas, Grand Forks Electric Utility Electrical Lines, Local Water and Sewer Lines, Shaw Cable Systems and Telus. Grand Forks Electric Utility will provide any support possible to locate these utilities.

It shall be the responsibility of the contractor to ensure that they do not contact any other underground works, during this contract. If underground systems are contacted and damaged, the contractor shall assume all responsibility.

3.11 Hours of Work:

For the purposes of this tender:

Works are permitted seven (7) days a week between the hours of 7 A.M. and Dusk as determined by the assurance of Public and Worker Safety.

Further definition of hours of work will be determined through discussions with the successful proponent, pertinent City Departments (i.e. Grand Forks Electric Utility, Public Works, By-Law Enforcement and respective Stakeholders).

3.12 Property Access Notification:

The Contractor's Site Superintendent or Designate shall be responsible to personally advise property owners 24 hours in advance of any disruption to access or any other service inconveniences.

3.13 Traffic Control:

- .1 The Contractor must comply with current regulations as related to Traffic Control, Vehicle Access and Parking for Work on Roadways.
- .2 The Contractor shall submit and maintain a 'Traffic Management Plan' for affected streets/roadways and lanes to minimize any inconvenience to the public and ensure Public and Worker safety is maintained throughout the project. This includes all required temporary traffic control signage and flag persons who are responsible for retaining and directing commercial, private driveway access, safe public pedestrian and traveled lanes, construction and temporary signs, barricades and detours.
 - Prior to the start of work each day
 - During construction hours all day
 - End of each work day
 - After work hours and during holidays
- .3 This task is incidental to the work and considered as maintaining good public relations therefore is the responsibility of the Contractor including:

3.14 Reinstatement and/or Retrofitting:

The Contractor shall be responsible for the reinstatement and repair of all items, private or public, damaged as a result of the work. These include, but are not limited to, curbs, driveways, sidewalks, boulevards, street signs, traffic control lighting, street lighting, irrigation, trees, turf, shrubs, fencing, and gates.

The types or finishing's of concrete curbs, sidewalks, pads, or other boulevard items can vary on all streets. Retrofitting restorations, for infill, shall match the existing features adjacent to each location.

Repairs must be equal to existing conditions or specifications prior to damages incurred and to the written satisfaction of the owner and the Contractor Administrator prior to Substantial Completion/Performance.

3.15 Permits & Licenses

Grand Forks Electric Utility has in place the following permits:

Canadian Electrical Code/BC Safety Authority: Per the Utility's Annual Operating Permit.

City of Grand Forks Business License: Contractor must have or obtain. Any other permits to install these works shall be the responsibility of the contractor.

3.16 Additional Requirements and/or Instructions

- .1 A Bidder is not to claim at any time after submission of its Tender that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions or previously installed works.
- .2 The Bidder, during the period of tender, shall make such additional examination of the infrastructure, as it may deem necessary to satisfy itself as to the conditions that may be encountered during construction.

3.17 Project Management Meetings:

- .1 A Project Start Up meeting shall be held to convey/discuss issues, concerns and/or suspected disruptions to the Public resulting from the project i.e. construction schedules, possible power outage requirements, pedestrian/traffic disruptions, change order or approval process etc.
(Time/location to be discussed with successful proponent)
- .2 The Contractor shall submit a work schedule including an updated "Traffic Management Plan", *(if required)* for review and approval by the Corporation of the City of Grand Forks Representative.
- .3 To ensure no delays or work stoppages, the Contractor shall determine or define any works involving and/or requiring attendance by Grand Forks Electric Utility Electrical Workers, inspections, testing or quality control requirements for the following weeks work.

3.18 List of Project Drawings or Documents as included in Appendix 1:

SHEET/DWG. NO.	TITLE
	PROJECT LOCATION MAP
	STRUCTURE PHOTOS & WORK DETAILS
See Item 3.19	OWNER SUPPLIED MATERIAL LIST

3.19 Owner Supplied Material:

Grand Forks Electric Utility will supply all items as per the following material List.

The following materials to be supplied by Grand Forks Electric Utility:

- .1 1 x 45/CL3 Wood Pole
- .2 2 x 50/CL2 Wood Poles
- .3 9 FT. Cross Arms (Standard 3 3/4" x 4 3/4" x 9')
- .4 Cross Arm Braces
- .5 Switching Components & Associated Hardware
- .6 Insulator Pins, Insulators etc. (Dead-End, Pin, Spool, Strain/Guy)
- .7 Dead-End Clamps, Neutral Clevises, Stirrups
- .8 5/8" Bolts, Nuts, Washers
- .9 3/0 ACSR Phase and Neutral Conductor (PIGEON 6/1)
- .10 Anchoring Materials
- .11 #4 AWG Aluminum Tie Wire
- .12 Ground Rods, Wire and & Wire Guard

All other Ancillary Materials not listed above but necessary to complete the Project as indicated are to be supplied by the Contractor, which include but are not limited to:

- Conductor Compression Connectors
- Tape & Tagging Materials
- Staples

- Pole Backfill Materials
- Screws, Bolts Nuts & Washers (*Exclusive of 5/8" hardware as noted in Owner Supplied Materials in Item 3.18.*)

3.20 Contractor Supplied Material:

All materials or *Various Ancillary Materials* supplied by the contractor for this project shall be new and shall meet or exceed Grand Forks Electric Utility requirements, and shall comply with the Canadian Electrical Code and Canadian Standards Association CAN/CSA - C22.3, No. 1-M87 Overhead System (if applicable) and/or approved by Grand Forks Electric Utility's .

**ATTACHMENT “D”
TENDER FORM**

THE CORPORATION OF THE CITY OF GRAND FORKS

Riverside Dr. Overhead Distribution Upgrade/Conversion Project

TENDER No. 2015-04-14

Form 1 (include in tender submission)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS _____

WCB REGISTRATION NO _____

**AUTHORIZED
SIGNATURE** _____

PRINTED NAME _____

DATE TENDERED _____

THE CORPORATION OF THE CITY OF GRAND FORKS

Riverside Dr. Overhead Distribution Upgrade/Conversion Project

TENDER NO 2015-04-14

Form 2 (include in tender submission)

In accordance with the "Tender Information & Specifications" which I/we have carefully examined, the undersigned hereby submits a firm Tender to perform the work required for the sum of:

Item	Qty	Description	Price
1	Ea	To provide labor, equipment and ancillary materials as required to supply and install in accordance with TENDER NO 2014-09 Specifications and Tender Documents.	
		Subtotal	
		GST @ 5%	
		Total (Canadian Funds)	

We have received and carefully reviewed all of the Quote documents, including the following Addenda:

Addendum #__
Addendum #__
Addendum #__

Addendum #_
Addendum #__
Addendum #__

Company Name _____

(Form 2 continued – include in tender submission)

Schedule for Unit Rates:

This schedule shall be completed by the Bidder. The Bidder shall list unit rates below that may be applicable for works in this project. The rates as provided shall include overhead costs.

These rates will be utilized for Extra Work or Force Account purposes.

WORK DESCRIPTION	UNIT	RATE

Schedule for Hourly Labor Rates:

This schedule shall be completed by the Bidder for all labor rates likely to be employed for this contract. These rates will be used if work is required which is not covered by a unit price or lump sum item.

CCUPATION	HOURLY RATE

(Form 2 continued – include in tender submission)

Schedule for Hourly Equipment Rates:

This schedule shall be completed by the Bidder for all equipment likely to be employed for this contract. These rates will be used if work is required which is not covered by a unit price or lump sum item. Bidders shall note that hourly rates for equipment shall not exceed the latest Provincial Blue Book Equipment Rental Rate Guide.

EQUIPMENT DESCRIPTION	HOURLY RATE INCLUDING OPERATOR

THE CORPORATION OF THE CITY OF GRAND FORKS

Riverside Dr. Overhead Distribution Upgrade/Conversion Project

TENDER NO 2015-04-14

Form 3 (include in tender submission)

Where services are provided or service is provided as part of the goods purchased, the following will also apply:

LIST OF EQUIPMENT AND SENIOR PERSONNEL

Equipment

The tender states that the equipment listed will be available for work in this Tender.

Bidder (Contractor) Background Information/Resume:

Health and Safety Program, Experience in Live Line Rubber and Stick Work, Certifications, Current WorkSafeBC Acceptable Work Procedures etc.

Bidders may supply as part of their submission or the City of Grand Forks upon selection of Proponent To Supply at Grand Forks Electric Utility's request)

NOTE: Upon short listing of prospective Bidders, Grand Forks Electric Utility may at their discretion request a Bidder's history (2-3 yrs.) of safety performance such as history of incidents, accidents and associated resolutions.

Experience of On-Site Superintendent:

Name: _____

Certifications: _____

(Form 3 continued – include in tender submission)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

On-Site Employees Names and Certifications:

Name: _____

Certifications: _____

Name: _____

Certifications: _____

(Form 3 continued – include in tender submission)

Name: _____

Certifications: _____

Name: _____

Certifications: _____

Name: _____

Certifications: _____

Name: _____

Certifications: _____

Sub-Contractor(s):

If the Bidder intends to utilize services of a Sub-Contractor(s) for this project they must inform Grand Forks Electric Utility prior to the award date of this project and provide all background information on such Sub-Contractor(s) as requested by Grand Forks Electric Utility.

Number of years as a Bonafide Contractor for DESCRIPTION work: _____

SIGNATURE: _____ DATE: _____, 2014

(Signature of authorized signing officer)

**SAMPLE
FORM OF AGREEMENT**

FORM OF AGREEMENT

CONTRACT - TENDER 2015-04-14

Riverside Dr. Overhead Distribution Upgrade/Conversion Project

THIS AGREEMENT made this _____ day of _____, 2014.

BETWEEN:

(Herein called "The Contractor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF GRAND FORKS

(Herein called "The Corporation")

OF THE SECOND PART

1. In consideration of the covenants and agreements hereinafter contained and to be performed by the Corporation, the Contractor hereby agrees with the Corporation to do the following work:
 - a) To do the work of supply and installation DESCRIPTION on the terms and conditions herein contained and at the prices herein specified and within the time limited, and:
 - b) To commence and actively proceed with the work within fourteen (14) days from the date of receiving notice from the Corporation to proceed with the work.
2. In consideration of the performance by the Contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the Corporation HEREBY COVENANTS AND AGREES with the Contractor that it will pay the Contractor the sum or sums of money herein specified as payment for the fulfilment of the work.
3. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the specifications, the schedule of quantities and prices, the drawings, the tender including all schedules thereto, the general conditions of contract, and further details and instructions in explanation thereof as may from time to time be given by the Corporation, shall be read with and form part of this agreement as if embodied herein.
4. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the Contractor, in entering into and executing this agreement, has relied on his

own examination of the site, the access to the site, and on all other data, matters, and things requisite to the fulfilment of the work, and not on any representation or warranty of the Corporation.

5. IN THIS AGREEMENT, unless the context otherwise requires, "Contract" shall be construed to mean and include this agreement.
6. WHENEVER in this agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
7. All grants, covenants, provisions and claims, rights, powers privileges and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors, and assigns, in the same manner as if the words had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisions and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
8. WHEREVER the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.
9. IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Contractor

Date

Witness

Date

Chief Financial Officer

Date

APPENDIX 1
(Per Item 3.18)