



Contract 3756Q

Supply and Installation of POWER TO THE DINSMORE BRIDGE FOR LIGHTING

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

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Instructions to Bidders

1. Five (5) sealed quotations, plainly marked on the envelope:

**CONTRACT 3756Q - SUPPLY AND INSTALLATION OF POWER TO THE
DINSMORE BRIDGE FOR LIGHTING**

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00 noon, Local time:

Wednesday, September 23, 2009

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. This Document with completed Forms will become part of the Contract Documents between the City and the successful Bidder.
5. The City reserves the right to accept all or any part of a quotation or to waive irregularities at their own discretion. The lowest or any quotation will not necessarily be accepted.
6. In accordance with the City's Procurement Policy 3104, award of bids shall be based on:
 - (i) The lowest total cost of acquisition,
 - (ii) Experience of the bidder,
 - (iii) Bidder's references of performance on previous similar contracts,
 - (iv) The bidder's financial resources,
 - (v) Bidder's capability of supervision, staffing and use of subcontractors,
 - (vi) Bidder's ability to meet City specifications and performance criteria,
 - (vii) Any additional evaluation criteria stated in the contract document.
7. Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the City.
8. The City of Richmond estimates that this contract will be awarded within four weeks of the closing date. All bidders submitting Quotations for the Project will be advised as to

Instructions to Bidders (Cont'd)

the outcome. Please note that Bid results for those contracts posted on the City Web Site and/or BC Bid will be listed on BC Bid within two (2) weeks of the award of Contract.

9. Prices, in Canadian currency, shall be shown for the work specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.
10. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 (attached) completed and submitted with their Quotation.

All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

11. Bidders shall examine the contract documents and visit the site of the work to understand the contract requirements of the project. The City will not make allowances for the contractor's failure to make proper site investigation.
12. Bidders shall review and consider, in preparing their quotations, the conditions stipulated in Appendix A - Vancouver Airport Authority Facility Permit.
13. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
14. Inquires during submission of Quotation should be directed as follows:

Purchasing

Sumita Dosanjh
Buyer II - Contracting Specialist
Business & Financial Svcs Dept
City of Richmond

Telephone: 604-276-4097
E-mail: purchasing@richmond.ca

Instructions to Bidders (Cont'd)

Technical

Jamie Esko

Telephone: 604-233-3341

Park Planner, Parks Planning and Design

E-mail: jesko@richmond.ca

City of Richmond

15. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to the time / date set as the closing time for receiving Quotations.
16. Quotations shall be open for acceptance for 90 days following the submission closing date.
17. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
18. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential bidders to check with the City of Richmond's Website and/or BC Bid to ensure that all available information has been received prior to submitting a bid.
19. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
20. Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

Quotation Form

Purchasing Section
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract, Specifications and Drawings, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$ _____

OPTIONAL ITEM TOTAL QUOTED PRICE OF \$ _____

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

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

The undersigned Bidder agrees to complete the whole of the works within _____ weeks of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(To be submitted with Quotation)

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

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

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

EXCEPTIONS:

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

BY: _____ TITLE: _____

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

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

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

YEAR	DESCRIPTION OF CONTRACT	REFERENCE CONTACT INFORMATION	SCOPE	BUDGET		SCHEDULE		OTHER RELEVANT INFO
				Original	Actual	Proposed	Actual	

(If additional space is required, attach additional)

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

(If additional space is required, attach additional)

List of Equipment

The Bidder proposes to use the equipment listed below in carrying out the work covered by this Contract (list only the major pieces of equipment to be used):

Number of Units	Brief Description of Equipment (state its use, make, age, and general condition)	Check Whether: Owned by Bidder Rented/Leased

(If additional space is required, attach additional)

List of Drawings

Drawing No.	Sheet No.	Title
E-001	Sheet 1 of 1	Street Lighting Power Re-feed Dinsmore Bridge

(If additional space is required, attach additional)

Specifications

Location of Work

The Dinsmore Bridge crosses the Middle Arm of the Fraser River between Sea Island and Lulu Island in Richmond. The new power supply point will be from an existing kiosk that is located on the SE corner of the intersection of Russ Baker Way and Gilbert Road. Installation of 1-3" duct from the kiosk to a point near the north end of the bridge will be completed under a separate contract. The work included in the scope of this contract will be from the end of the duct, across the bridge to the south end to an existing cabinet under the bridge on River Road.

Scope of Work

The electrical scope of work for the Dinsmore Bridge Lighting Project is the following:

- Supply and install metered service disconnect and 100A service entrance rated disconnect on side of type 4 pole to work as interim (quick) service connection. Service connection requires supply and installation of AC service pull box with security bolts to facilitate pulling wiring between transformer and meter socket on side of pole as per drawing E-001 attached as Appendix B.
- Supply and install pole and meter socket on the Sea Island side of the bridge
- Optional Item: Supply and install metered service disconnect kiosk (ultimate service connection).
- Supply and install new wiring from the new service kiosk across the bridge within one of the existing 4" PVC conduits that are empty and tie new wiring into the existing bridge lighting power distribution/controls cabinet on the Richmond side.
- Tie into existing 100mm PVC conduit on bridge and install junction boxes as shown on the drawing attached as Appendix B to transition wiring to/from the bridge and the new service kiosk and existing lighting controls cabinet
- Install pilaster on bridge pier column to protect TECK cable transitioning from bridge side to ground.
- Install in-ground junction box on Richmond side to tie into existing AC connection that currently feeds the existing lighting controls cabinet

- Modify the existing lighting controls cabinet to remove meter and jumper wiring connections and modify existing panel neutral/grounding connection to function as a sub-panel fed from new service versus current configuration as service panel.

All work is to be done in accordance all applicable codes and regulations as per the current electrical code and the CTMS drawing attached as Appendix B. The contractor is responsible for obtaining a BC Safety Authority permit.

Environmental Terms and Conditions of Contract

1.0 Environmental Policy Requirements

1.1 The City of Richmond's Environmental Purchasing Policy

The City of Richmond's Environmental Purchasing Policy states:

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

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

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

1.2 Environmental attributes of company

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

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

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

1.3 Environmental purchasing resources

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

General Conditions of the Contract

1. Definitions

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

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

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase order deems acceptance of all conditions of the supply and installation contract.

2. Work to Satisfaction of City

The whole of the works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

3. Work to be in Conformity with Contract Documents and Drawings

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.

4. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

5. Use of Premises

The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located.

At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

General Conditions of the Contract (Cont'd)

6. Light, Power, and Heat

The City's supply of electrical energy will be available to the Contractor without charge.

The City's supply of water will be available to the Contractor without charge.

The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

7. Warranty

Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the work by the City, such work or supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City.

8. Liens

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

9. Patent Fees

The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

10. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.

General Conditions of the Contract (Cont'd)

- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

12. Laws

The laws of British Columbia shall govern the work.

Time

Time shall be the essence in this Contract.

13. Assignment

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

14. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

15. Inquiries

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

Colin Commandeur
CTMS Engineering

Telephone: 604-628-7112
Email: colin.commandeur@shaw.ca

16. Settlement of Complaints Re: Work

If, in the opinion of the Manager Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing

General Conditions of the Contract (Cont'd)

and Risk may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Manager Purchasing and Risk may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

17. Personnel

17.1 Qualified Personnel

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

17.2 Subcontractors

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

17.3 Replacement of Personnel or Sub-Contractors

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

17.4 City's Own Forces and Other Contractors

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

General Conditions of the Contract (Cont'd)

18. Changes in the Work

The City may make changes to the work; the Contract price, and time being adjusted accordingly. Except for emergencies, all changes will be made by written order.

19. Protection

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

20. No Promotion Of Relationship with the City or the Olympic Movement

The Contractor shall not disclose or promote the Contractor's relationship (if any) with the City, the "O Zone", "The Olympic Expo 2010 - Richmond" or the Richmond Olympic Oval, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, websites, brochures or other written or electronic materials (the "Communications") (except as may be reasonably necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement), without the express prior written consent of the City, which consent may be withheld.

Furthermore, the Contractor undertakes not to disclose or promote the Contractor's relationship (if any) with the City, the O Zone, The Olympic Expo 2010 - Richmond or the Richmond Olympic Oval in a manner which could suggest or create an association, express or implied, between the Contractor and the International Olympic Committee ("IOC"), the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games ("VANOC"). Without limiting the generality of the foregoing, the Contractor shall not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Venue City", " O Zone", "The Olympic Expo 2010 - Richmond", "Richmond Olympic Oval", "Olympic" or "Olympics" (or any derivatives thereof), and shall not use any official emblem, logo or mascot of the 2010 Games, the IOC, the Richmond Olympic Oval or the City of Richmond, in any Communications (except as may be reasonably necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement), without the express prior written consent of the City, which consent may be withheld

21. Payments

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

Except for the final payment, the City shall holdback 10% of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory

General Conditions of the Contract (Cont'd)

Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

22. Indemnification and Insurance

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

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

- (a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 - 1. Contractual liability assumed under this agreement.
 - 2. Contingent employer's liability with respect to operations of sub-contractors.
 - 3. Owner's protective liability.
 - 4. Cross liability.
 - 5. Automobile liability (non-owned, hired).
 - 6. Completed operations liability 24 months after completed operations.
 - 7. Voluntary medical payments.
- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

General Conditions of the Contract (Cont'd)

The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

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

Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law.

It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.

It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

23. Workers' Compensation Board Coverage/Prime Contractor

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties

General Conditions of the Contract (Cont'd)

in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.



Richmond

'56Q

Installation of Power to the Dinsmore Bridge for Lighting

City of Richmond

Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.
3756Q

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	

APPENDIX A – VANCOUVER AIRPORT AUTHORITY FACILITY PERMIT



VANCOUVER AIRPORT AUTHORITY

Facility Permit

TO BE COMPLETED BY PERMITS SECTION
THIS PERMIT MUST BE POSTED AT JOB SITE

FAP Number: 0908-02
PROJECT Number: N/A

Page 1

Applicant Name: City of Richmond, Parks Division
Description of Work: Relocation of power supply to the Dinsmore Bridge
Location of Project: Gilbert Rd – Richmond, BC

APPROVAL:

This application has been approved
And is subject to the following conditions:

X
X

- 1) Notify YVRAA Independent Professional (Randall Kovacs @ 604 -732-3751) for a final site review upon completion of project.
- 2) Conformance with YVRAA Environmental Memorandum (Brian Grasser) dated August 14, 2009 (attached).
- 3) Conformance with YVRAA Engineering Services – Permit conditions (attached).
- 4) Submission of YVRAA Operations Checklist (OPS1) prior to project commencement (attached).

Vancouver International Airport Authority

Signature: [Signature]
Senior Vice President, Engineering

Date: Aug 28, 2009

Signature: [Signature]
Manager, Environment

Date: Aug 28 '09



VANCOUVER
AIRPORT
AUTHORITY

Facility Permit

TO BE COMPLETED BY PERMITS SECTION
THIS PERMIT MUST BE POSTED AT JOB SITE

FAP Number: 0908-02
PROJECT Number: N/A

Page 2

Applicant Name: City of Richmond, Parks Division
Description of Work: Relocation of power supply to the Dinsmore Bridge
Location of Project: Gilbert Rd - Richmond, BC

ENGINEERING SERVICES - PERMIT CONDITIONS

The following list may not be a complete list of the conditions applicable to this project and is intended to assist the contractor. For the complete requirements, please refer to the YVRAA Construction Safety/Security Regulations.

Prior to construction start:

- 1) Submission of confirmation of Contractor Comprehensive General Liability Insurance Coverage.
- 2) Submission of confirmation of Contractor WCB Coverage.
- 3) Submission of YVRAA Notice of Project Commencement Documentation (attached).

SPECIAL CONDITIONS:

- 4) Obtain a Provincial Electrical Safety Branch Permit (If required).
- 5) Submission of as-built drawings and associated CADD files upon project completion. As-built records must be maintained during the construction to ensure the accuracy of the final submission.



Memorandum

DATE: August 14, 2009
TO: Engineering Services
FROM: Brian Grasser, Environment
FILE: 14.4 FAP# 0908-02
SUBJECT: City of Richmond – Relocation of Power Supply to the Dinsmore Bridge

The Environment Department has received and reviewed the Facility Permit application for the above referenced project. We understand that the project involves relocating power from the south end of Dinsmore Bridge to the north end, including running power cable through existing conduit on the east side of the bridge, trenching and conduit installation (approximately 175m) along the east side of Gilbert Road from the north end of the bridge to Russ Baker Way, and electrical tie-in to an existing BC Hydro kiosk.

We have no objection to Facility Permit approval of the project subject to the following conditions.

1. All works must be conducted in compliance with the conditions, recommendations and mitigation measures described in the Airport Authority Environmental Construction Standards.
2. The project contractor must prepare a site specific Spill Prevention and Response Plan and submit copies to the Environment Department for approval prior to the start of construction. The contractor must also have a sufficient supply of spill response equipment and trained personnel on the construction site to deal with any potential hazardous product spills.
3. The proponent must have all necessary permits and approvals in place and abide by all applicable legislation associated with other organizations with jurisdiction over the Fraser River (i.e. Fisheries and Oceans Canada, BC Ministry of Environment, FREMP (Fraser River Estuary Management Program)).
4. All works must be undertaken in a manner to minimize the release of sediment and sediment-laden water from the site. Any surface water discharge from the site must comply with the Airport Authority Surface Water Quality Guidelines. Total Suspended Solids levels in discharge waters must not exceed 25mg/L over background levels.
5. All fill material imported and exported to or from the project site must meet the Airport Authority Fill Quality and Fill Placement Standards. Copies of any chemical analysis of soil exported or imported to the site must be copied to the Environment Department.

6. The contractor must implement appropriate measures to ensure that construction and public areas are not adversely impacted by fugitive dust, noise and other unwanted air emissions during the construction activities.
7. All disturbed areas (i.e. excavated, trenched, cleared, filled) must be graded and seeded as directed by the Airport Authority upon project completion.

If the above mitigation measures are implemented, then no significant adverse environmental impacts are expected as a result of project construction and operation. This approval is based entirely on the information provided to the Environment Department. Should the project change, then a revised Facility Permit application must be submitted for review by the Environment Department. Upon receipt of the new information submitted, the Environment Department will determine if a further EIA review is necessary.

Regards,



Brian Grasser
Environmental Technician



Operations Checklist Terminal Building

(OPS1)

All FAP applications that involve construction inside of a terminal building are required to complete the following questions about the potential operational effects of the project construction and operation activities, for any projects that are in a terminal building:

Project Name: _____

Contact Name and phone number: _____

Note: The following questions refer to both the construction and operating phase of the proposed project. If additional space is required please attach additional sheets and indicate "see attached"

1. Will your work impact or interrupt airline processes, passenger flow or any public areas with the Terminal?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
2. Will your work impact or interrupt any post security passenger areas, tenant or airline processes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
3. Will you require additional access to base building? (E.g. Other tenant, or airline space)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
4. Will you be required to interrupt any utilities? (water, sewer, storm, gas, electrical)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
5. Will you be required to erect construction hoarding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
6. Will you be required to impact normal baggage system operations?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
7. Will you require multiple deliveries to your work site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
8. Will you be required to remove demolition materials through the terminal building?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
9. Will your work generate and unpleasant odors? (Glues, epoxy, welding, paint...)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
10. Will you require the use of cranes or lifting equipment?(e.g. tower/mobile cranes, pumper truck, HIAB or Stingers, man hoists, lifts, cherry pickers, pile driving equipment...)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
11. Will you be required to use noisy equipment in your work? (e.g. Hilti guns, jackhammers, concrete drills, saw cutters...)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
12. Will your work require you to penetrate the Primary Security Line?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
13. Will you be required to shut down any elevators, escalators, or moving walkways?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
14. Will you be applying for any additional permits? (e.g. - hotwork, lockouts, crane, excavation, cutting or coring...)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown



Health and Safety

Notification of Project

The Airport Authority requires notification of construction project commencement 7 days prior to the start of site activities. **Routing:** Forward to Construction Safety at fax: 604-276-6042.

Project Information

Project Name: _____ Start Date: _____

Location: Airside Groundside Inside Terminal DTB ITB STB other

Address, Area or Room No: _____ Facility Permit No: _____

Include Map _____ YVRAA Project No: _____

Work Undertaken for: YVRAA Tenant Tenant Name: _____ Estimated Duration: _____

Project Manager _____ Phone No: _____ Fax No: _____

Contractor Information

Contractor: _____ Phone No: _____

Address: _____ Fax No: _____

Project Manager: _____ Contact No: _____

Superintendent: _____ Contact No: _____

Safety Officer: _____ Contact No: _____

Emergency Contact: _____ Contact No: _____

24 Hour No: _____

Work Schedule

Work Days: Mon Tues Wed Thurs Fri Sat Sun Multiple Shifts? Yes No

Day Shift: From: _____ am pm To: _____ am pm

Afternoon Shift: From: _____ am pm To: _____ am pm

Evening Shift: From: _____ am pm To: _____ am pm

Description Of Project

Provide a detailed description of the work

Airport Authority Use

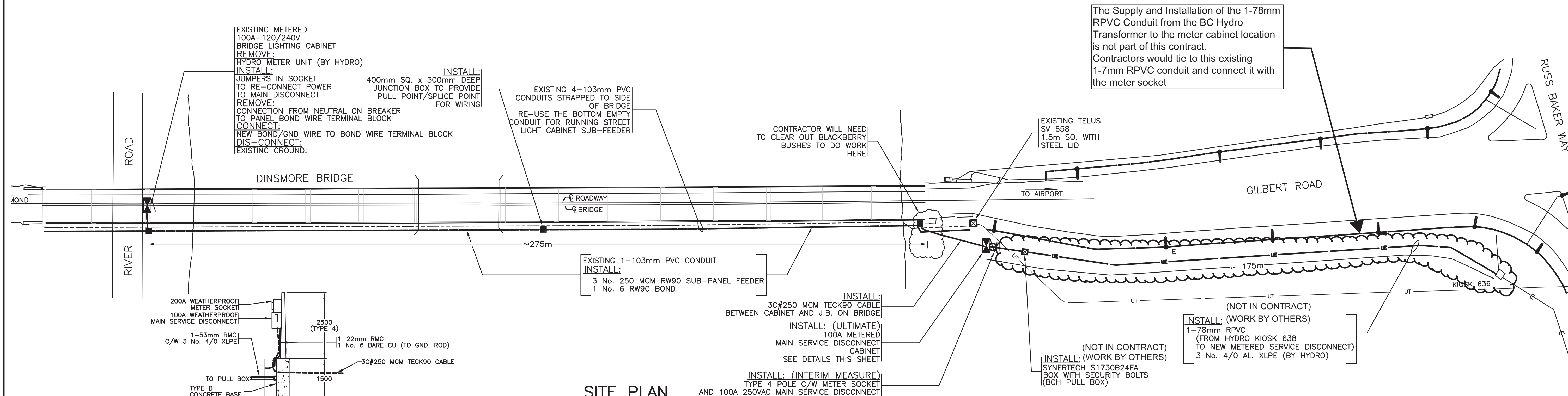
Copies faxed to:

Operations at: 604-276-6099 Environment at: 604-276-6699 TDC at: 604-276-5414

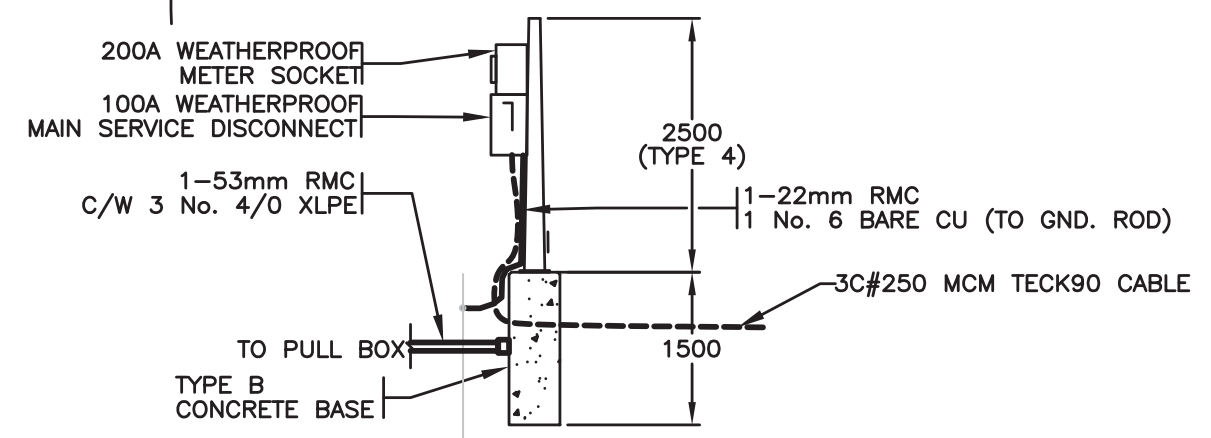
Safety Coordinator at: 604-232-6298 Other: _____

APPENDIX B - DRAWING

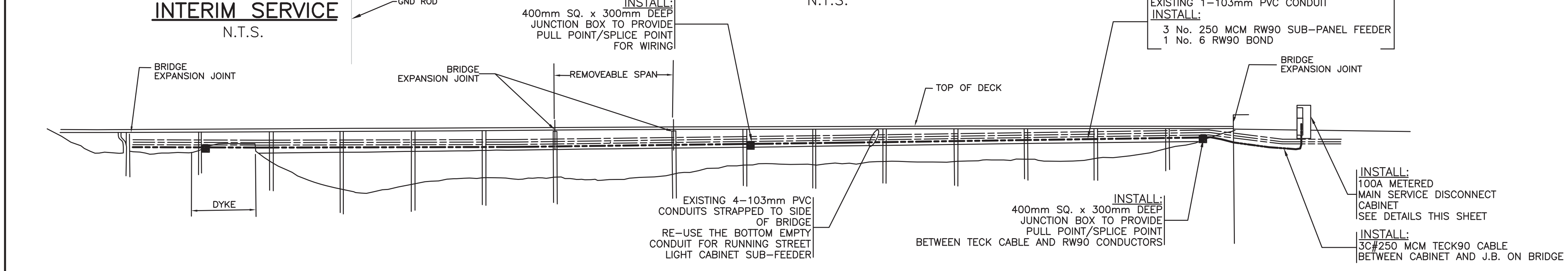
The Supply and Installation of the 1-78mm RPVC Conduit from the BC Hydro Transformer to the meter cabinet location is not part of this contract. Contractors would tie to this existing 1-7mm RPVC conduit and connect it with the meter socket.



INTERIM SERVICE
N.T.S.



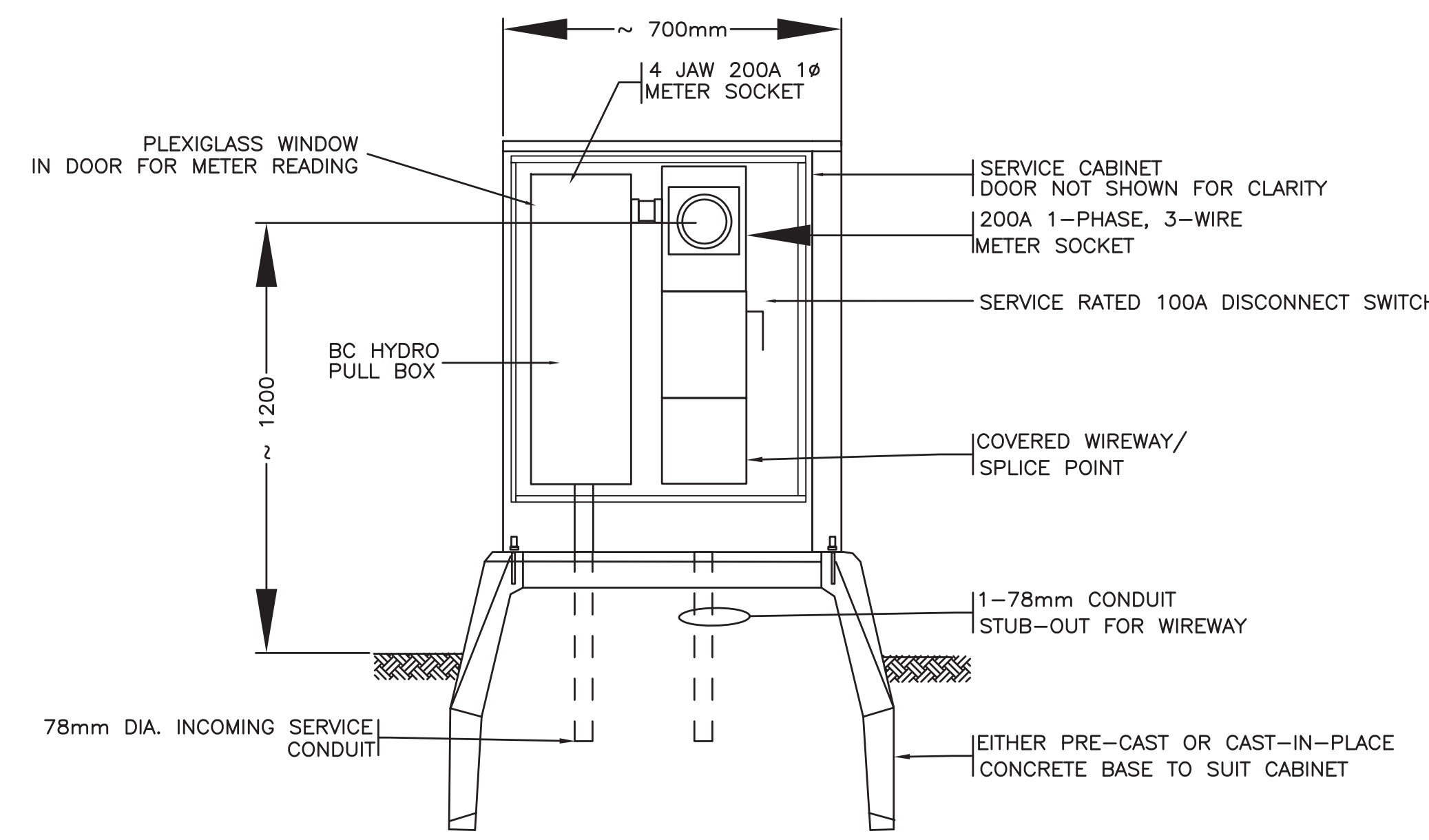
SITE PLAN
N.T.S.



ELEVATIONS
N.T.S.

NEW SERVICE PANEL DETAILS

1. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY THE CONSULTANT PRIOR TO ORDERING THE CABINET.
2. CABINET MUST BE FABRICATED FROM 5052-H32 SHEET ALUMINUM 3.2mm THICK.
3. CABINET MUST BEAR STICKER OF APPROVAL FROM ELECTRICAL PROTECTION BRANCH.
4. PROVIDE NAME PLATE IDENTIFYING VOLTAGE/PHASE/HERTZ AND AMPS ON INSIDE OF ENCLOSURE ADJACENT TO MAIN SERVICE DISCONNECT.
5. PROVIDE CIRCUIT AND LIGHTING SCHEMATIC DIAGRAMS IN POUCH INSIDE OF ENCLOSURE.
6. PROVIDE LAMCROID LABELED "MAIN BREAKER ENCLOSED" ON EXTERIOR OF ENCLOSURE.
7. SEAL BOTTOM OF CABINET WITH INSULATION OR EXPANDING FOAM TO PREVENT MOISTURE FROM ENTERING THE ENCLOSURE.
8. CONNECT 1 No. 6 RW90 GROUND WIRE TO A SYSTEM OF 2-20mm X 3000mm COPPERWELD GROUND RODS SEPARATED BY 3000mm CONNECTED BY No. 6 BARE CU. WIRE.
9. INSTALL 305mm OF COMPACTED SAND/25mm WELL GRADED BASE COURSE AGGREGATE BENEATH CONCRETE BASE.
10. POWDERCOAT PAINT CABINET TRAFFIC CABINET GREY.

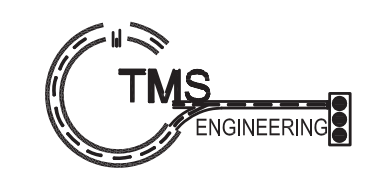


NEW SERVICE PANEL
N.T.S.



WIRING RE-CONNECTION TO EXISTING CABINET
N.T.S.

SERVICE PANEL NOTE: IDEALLY THE PROJECT WANTS SOMETHING OFF THE SHELF AND NOT A CUSTOM ITEM TO REDUCE WAIT TIME FOR MATERIALS. CONTRACTOR CAN SUBMIT PROPOSED SERVICE PANEL FOR REVIEW AND APPROVAL TO ACHIEVE THE QUICKEST TURN AROUND ON THIS ITEM



CTMS FILE No.: PJ2009-02

REV/N	DATE	DR/N	CH.	ISSUED FOR TENDER
	AUG09	C.C.		

City of Richmond

DESIGN	C.C.	SCALE	N/A
DR/TR	N.L.	DATE	AUGUST 2009
CHECKED		DRAWING No.	E-001
ENGINEER		SHEET No.	1 OF 1

STREET LIGHTING POWER RE-FEED
DINSMORE BRIDGE

SITE PLAN - ELEVATIONS - DETAILS



September 21, 2009

City of Richmond
Business & Financial Services
Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

To Those Parties Receiving Contract 3756Q
Request for Quote – Contract 3756Q Supply and Installation of Power to the Dinsmore Bridge for
Lighting

Dear Sir or Madame:

Re: Addendum #1
3756Q Supply and Installation of Power to the Dinsmore Bridge for
Lighting

This addendum forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts.

1. Please read the Vancouver Airport Authority Environmental Construction Standards attached to this Addendum No. 1 as clarification to the Memorandum from Vancouver Airport Authority dated August 14, 2009.

Regards,

Sumita Dosanjh
Contracting Specialist

VANCOUVER INTERNATIONAL AIRPORT AUTHORITY
ENVIRONMENTAL CONSTRUCTION STANDARDS

Vancouver International Airport Authority
Environment Department
P.O. Box 23750 Airport Postal Outlet
Richmond, BC Canada V7B 1Y7

December 4, 1998
Revision 2

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1.0 INTRODUCTION

1.1 Geographical Setting

Sea Island is an environmentally sensitive area and environmental protection is a priority of the Vancouver International Airport Authority (hereinafter referred to as the Airport Authority). Located within the Fraser River Delta which is on the Pacific Flyway, Sea Island and the surrounding area outside of the dikes constitutes one of the few remaining estuaries on the British Columbia coast to support internationally and regionally significant natural resources.

1.2 Intent of the Environmental Construction Standards

- 1.2.1 The regulatory basis for these Environmental Construction Standards is the Airport Authority's Land Development and Construction Bylaw hereinafter referred to as the Bylaw. "Environmental Standards", as defined in the Bylaw, means the standards published by the Senior Management Committee from time to time to be used in construction and operations on Airport Lands.
- 1.2.2 These Environmental Construction Standards are one of the "Environmental Standards" that shall apply to construction activities, including facility alterations undertaken on behalf of the Airport Authority or on behalf of Tenant(s) or others.
- 1.2.3 "**Archaeological Resources**" include all Native Indian artifacts, remains of Native Indian camps, villages, and resource procurement sites, all historic artifacts, remains of post-1859 settlements, building cornerstones and contents, commemorative plaques, inscribed tablets and similar objects found on site or in buildings to be demolished or renovated.
- 1.2.4 "**Archaeological Area**" is any known or recorded archaeological site, or other area where the Airport Authority believes, expects or discovers the existence of Archaeological Resources.
- 1.2.5 "**Environmental Protection**" means the protection of, and minimum disturbance to, land, water and air quality, and the minimization and, where necessary, mitigation of all potential environmental and archaeological impacts.
- 1.2.6 "**Applicant**" as defined in the Bylaw "means the Third Party or the Airport Authority Group applying for or receiving a Preliminary Approval or a Facility Permit and includes an agent representing the Applicant by written consent." The term "Applicant" applies equally to both the Airport Authority itself, the Airport Authority's Tenants, and is consistent with the term "Applicant" as defined in the Bylaw.

- 1.2.7 **“Contractor”** means the person, firm or corporation identified as such in a Form of Agreement, and referred to throughout a Contract as if singular in number, and includes the contractor’s permitted assigns, successors and legal representatives.
- 1.2.8 The Applicant is responsible for carrying out the construction of a Structure in accordance with the requirements of the Bylaw, including the applicable Codes and Standards, the Environmental Standards and these Environmental Construction Standards. The “Applicant” may delegate its responsibility to its Contractor(s) to ensure compliance with these Environmental Construction Standards.
- 1.2.9 In undertaking the work on behalf of a Applicant, the Contractor shall ensure that neither it nor any of its agents, employees, or Subcontractors shall do, omit or permit any act or thing which contravenes these Environmental Construction Standards and applicable legislation, regulations, guidelines, standards and codes of practice.
- 1.2.10 In undertaking construction activities, the Applicant shall be responsible for the actions of its agents, employees, Contractors or Subcontractors including any contravention of these Environmental Construction Standards, or applicable legislation. Accordingly, the Applicant shall undertake reasonable actions to ensure that environmental protection measures are in place and working effectively throughout all areas affected by the project.
- 1.2.11 In the event that an activity or event which contravenes these Environmental Construction Standards occurs, the Permit Department (Technical Data Centre) of the Airport Authority may issue a Stop Work Order directing the immediate suspension of all or a portion of the activity(ies) causing the environmental impact, and may undertake or order remedial measures to be conducted as deemed necessary. The costs of any work stoppages and/or remedial works necessary shall be the responsibility of the Applicant/Contractor.
- 1.2.12 The Applicant/Contractor shall notify the Airport Authority in writing, immediately upon discovery, of the existence of any hazardous conditions, property, or equipment within or immediately adjacent to the construction project site. However, it shall be the Applicant/Contractor’s responsibility to take all necessary precautions against injury to the environment and to persons or damage to the property of the Applicant, Contractors, Subcontractors and Suppliers, or of other persons, from such hazards until corrected by the responsible party.
- 1.2.13 In the event of an environmental emergency, the Applicant shall immediately notify Richmond Fire Rescue (RFR) at 911 and the Airport Operations Centre at 207-7022.
- 1.2.14 The Applicant/Contractor must notify the Environment Department of the Airport Authority of the construction schedule prior to the start of work on the site at the same time that the Engineering Services and Health and Safety Departments are notified.

2.0 AIR QUALITY AND DUST CONTROL

- 2.1 The Applicant/Contractor shall control fugitive dust and other airborne emissions from such activities as, but not limited to, vehicular and machinery movement, demolition and/or decommissioning of existing structures, operation of concrete batch plants, stockpiling of soils or other construction materials.
- 2.2 The use and application of chemical dust suppressants by the Applicant/Contractor to control fugitive dust and other airborne emissions shall be approved by the Airport Authority.
- 2.3 Burning of refuse or other material on Sea Island is prohibited.
- 2.4 Prior to commencing construction and operation of any facilities with point-source emissions (such as exhaust vents, chimneys, and stacks) the Applicant/Contractor shall obtain, and retain for inspection if requested by the Airport Authority, all necessary regulatory permits.
- 2.5 The Applicant/Contractor shall have in place appropriate indoor air quality control measures to ensure that construction and public areas are not adversely affected by uncomfortable temperatures, fugitive dust, and other unacceptable air emissions.
- 2.6 The Applicant/Contractor shall retain all required air quality monitoring and compliance reports.

3.0 ARCHAEOLOGICAL PROTECTION

- 3.1 All Native Indian artifacts and remains of Native Indian settlements are protected, whether found on the ground surface, or buried beneath the surface. All such remains and deposits are not to be disturbed until their significance has been assessed by an archaeologist to the satisfaction of the Airport Authority.
- 3.2 All historic remains are protected, whether found on the ground surface or buried beneath the surface. All such remains and deposits are not to be disturbed until their significance has been assessed by an archaeologist and/or historian to the satisfaction of the Airport Authority.
- 3.3 Relics and antiquities and items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets and similar objects found on site or in buildings to be demolished or renovated, shall remain the property of the Airport Authority. All such items are protected and directives are to be requested from the Airport Authority.

3.4 The Airport Authority will issue specific standards, referred to as “Archaeological Standards”, for protecting archaeological areas and artifacts. If the work is in an Archaeologically sensitive area, the Applicant/Contractor shall comply with the requirements specified in the Archaeological Standards, as well as with other written instructions that the Airport Authority deems necessary during the course of the project.

4.0 WATER QUALITY PROTECTION

4.1 Water Quality Criteria and Monitoring

4.1.1 Discharges from the Applicant/Contractor’s construction site and related work areas (including access roads, soil fill areas) shall comply with the Airport Authority’s Surface Water Runoff Criteria. If the quality of the discharge exceeds the Surface Water Runoff Criteria on any of the measured parameters, the source of the discharge shall be treated prior to release into a ditch or storm water system, discharged to the sanitary system, or removed off Sea Island for subsequent disposal to an approved facility.

4.1.2 The Applicant/Contractor shall monitor the quality of water discharges from the construction site, and maintain records of water quality monitoring results.

4.2 Sedimentation Control

4.2.1 The standards for sediment and erosion control outlined in the jointly published Environment and Lands/Fisheries and Oceans Canada "Land Development Guidelines For the Protection of Aquatic Habitat" shall be adhered to.

4.2.2 Care shall be exercised during all phases of the work to minimize siltation of local drainage ditches and storm water systems in the vicinity of the project area, and to eliminate the release of raw concrete, concrete leachate and any other debris or deleterious substances to prevent it from entering into the drainage system.

4.2.3 A sediment control plan must be developed and implemented by the Applicant/Contractor prior to site preparation and construction for projects involving excavation and fill placement. These facilities must be maintained by the Applicant/Contractor and be working effectively to control discharges from the site.

4.2.4 Construction and excavation wastes, overburden, soil, or other substances deleterious to aquatic life must be disposed of or placed in such a manner by the Applicant/Contractor so as to prevent their entry into any ditch, trench, watercourse, or storm sewer system.

4.2.5 All excavated material is to be sidecast as far as possible from ditches, trenches, or storm water systems to prevent its re-entry into the watercourse. Furthermore, the spoil must be removed offsite or spread out, levelled and seeded to promote re-vegetation and reduce surface erosion.

- 4.2.6 No fill is to be stockpiled on marsh or marsh fringe areas outside of the dike, or within the Sea Island Conservation Area.
- 4.2.7 Preventative measures must be in place to minimize the potential for release of elevated levels of total suspended solids into drainage ditches and the Fraser River during construction to ensure the Vancouver International Airport Authority's Surface Water Quality Runoff Criteria are met. Such preventative measures may include, but are not limited to, sedimentation ponds, silt fences, hay bales, and filter fabric.
- 4.2.8 Sediment control measures shall be required, but not limited to the following applications: the perimeter of pre-load and excavated areas, along temporary access roads, next to surface drainage ditches, and at catchbasins leading into storm sewer systems.
- 4.2.9 It is the responsibility of the Applicant/Contractor to monitor, repair, and/or replace silt fences, filter fabric, hay bales, or other sediment control measures as necessary to ensure that they work effectively. These facilities must be maintained until the affected areas are sufficiently stabilized until there is no longer a risk of sedimentation from the project site.
- 4.2.10 Storm water may also have to be treated through constructed wetlands or biofiltration ponds. The design and location of any biofiltration ponds will be reviewed by the Airport Authority.

4.3 Erosion Protection

- 4.3.1 The Applicant/Contractor shall protect the bottom and slopes of ditches, trenches and watercourses from erosion and deterioration. New ditches shall be configured and landscaped to minimize erosion.
- 4.3.2 All ditches, trenches and watercourses affected during construction must be maintained and returned to their original condition or to a condition acceptable to the Airport Authority.
- 4.3.3 Ditches and newly constructed diversion channels are to be seeded and planted with grasses and/or native vegetation, to reduce surface erosion.

4.4 Culverts

- 4.4.1 Culvert design and installation must be in accordance with the "Land Development Guidelines for the Protection of Aquatic Habitat" criteria to maintain flows and water quality for downstream fish habitat in the Fraser River.

4.5 Isolation of flowing water

- 4.5.1 Where appropriate, work shall be undertaken and completed in isolation of flowing water to maintain downstream water quality.
- 4.5.2 Temporary diversion works must be constructed in a manner which prevents siltation and/or channel erosion.

4.6 Machinery / access

- 4.6.1 Machinery is to work from the bank of the ditch, trench, or other watercourse and not within the wetted channel, unless approved by the Environment Department of the Airport Authority.

4.7 Oil / water separators

- 4.7.1 Appropriately sized oil water separators shall be installed in new facility construction where there is a source of oils, greases, fuels, and/or other hydrocarbons in discharges to the storm water system. It is the responsibility of the Applicant/Contractor to provide adequate ongoing maintenance of such facilities, including the measurement and removal of fuel and/or oil at regular, frequent intervals.

4.8 Storm Water outfalls

- 4.8.1 Storm water outfall structures must be installed to prevent encroachment within the channel and oriented to the direction of flow in the ditch or watercourse to prevent channel scour and erosion.

5.0 HAZARDOUS MATERIALS HANDLING AND STORAGE

- 5.1 Hazardous materials including, but not limited to, fuels, bitumens, cement, paints, solvents, cleaners, dust suppressants, used fuel and oil filters, and other construction materials shall be stored and handled to minimize loss and to allow containment and recovery in the event of a spill.
- 5.2 Maintenance operations shall be confined to specific areas such that spills can be contained and collected before contaminants reach ditches, watercourses, and storm water systems.
- 5.3 Wood preservatives, paints or stains, or other chemicals must be applied upland in the dry for a sufficient time period prior to installation to allow complete absorption or drying, thus preventing leaching into the watercourse, ditch, wetland or storm sewer.

- 5.4 The Applicant/Contractor shall designate area(s) required for the transfer and limited temporary storage of hazardous materials and wastes. The designated area(s) shall be used by the Applicant/Contractor as a control transfer and temporary storage area for potentially hazardous materials and wastes. The area(s) shall be clearly labelled and appropriately controlled.
- 5.5 Hazardous materials not in active use and/or hazardous wastes shall be removed promptly by the Applicant/Contractor. The Airport Authority may inspect the designated area(s) at any time and may require the prompt removal of any material not in active use.
- 5.6 The Applicant/Contractor will be responsible for maintaining proper Workplace Hazardous Material Information Systems (WHMIS) labels and Material Safety Data Sheets (MSDS) for all hazardous materials used and stored on site.
- 5.7 There shall be no discharge of wash water to the ground or surface watercourses on Sea Island from trucks and equipment related to concrete supply, pumping, or placing equipment. This includes, but is not limited to, concrete truck chutes and hoppers, and pump line hoses. The Applicant/Contractor shall clean up and dispose of any excess concrete.
- 5.8 All machinery used on site must be in good repair and free of excess oil and grease.

6.0 UNDERGROUND AND ABOVE GROUND STORAGE TANKS

- 6.1 Design, construction, operation, and decommissioning of all underground and above ground storage tanks systems shall comply with the National Fire Code, British Columbia Fire Code, City of Richmond bylaws, the Canadian Council of Ministers of the Environment (CCME) *Environmental Code of Practice for Underground Storage Tank Systems Containing Petroleum Products and Allied Petroleum Products* (March 1993), and the CCME *Environmental Code of Practice for Aboveground Storage Tank Systems Containing Petroleum Products* (August 1994).
- 6.2 Tank decommissioning procedures must be submitted for review and approval to the Airport Authority.
- 6.3 Secondary containment shall be capable of holding at least 110% of the volume of the Applicant/Contractor's largest storage tank, or 25% of the total volume of all containers in the same area, whichever is larger. Storage tank areas must be fully bermed, lined, and have in place appropriate drainage systems for removing accumulated rainwater.

7.0 NOISE

- 7.1 The Applicant/Contractor shall act reasonably to minimize noise through the use of Best Available Control Technology noise control on construction equipment, and comply with standards on noise established by the Workers' Compensation Board.
- 7.2 The Applicant/Contractor shall comply with any restrictions on hours of work for the site set by the Airport Authority.

8.0 REVEGETATION / SITE RESTORATION

- 8.1 The Applicant/Contractor shall use phased construction and rapid replanting of disturbed areas, to minimize impacts of erosion on water quality in drainage ditches, watercourses, standing water, and areas leading to storm water systems.
- 8.2 Ground cover shall be maintained wherever possible and buffer strips shall be left around drainage ditches by the Applicant/Contractor.
- 8.3 Disturbed areas adjacent to ditches, watercourses, and storm water systems shall be reseeded with a grass seed mixture, or other vegetation species specified by the Airport Authority, to prevent surface erosion and/or downstream water quality impacts on the Fraser River. See also Section 4.2.5 relating to sedimentation control and Section 4.3.3 relating to erosion protection.
- 8.4 Hydroseeding in the vicinity of the project site must be successful. Any areas determined to be unsatisfactory (i.e. unsuccessful germination or inadequate rate of seeding) must be redone to the Airport Authority's satisfaction.
- 8.5 Sand and soil stockpiles shall be bermed, sloped and seeded when abandoned to minimize runoff. If stockpiles are not seeded immediately after abandonment, then temporary erosion and/or sediment control devices shall be installed and regularly maintained by the Applicant/Contractor.

9.0 FILL AND IMPORTED MATERIAL SAMPLING AND CONTAMINANT ANALYSIS TESTING

- 9.1 The importation of fill onto Airport Lands or the movement of fill between locations on Airport Lands must conform to the Airport Authority's Fill Quality and Fill Placement Standards. Further, fill shall be placed so that it will not gain entry into the ditches, watercourses, or storm water systems leading to the Fraser River.

10.0 SPECIAL AND GENERAL WASTE, RUBBISH AND GARBAGE

- 10.1 The Applicant/Contractor shall adhere to the Airport Authority's waste reduction, reuse and recycling program, and is responsible for disposing of Demolition, Land Clearing, and Construction (DLC) waste in accordance with the intent of the provincial Waste Management Act, and with GVRD code of practice guidelines.
- 10.2 Special Waste generated by the Applicant/Contractor in the course of the construction activities shall be disposed of in compliance with the British Columbia Special Waste Regulation. As defined by these regulations, Special Wastes include, but are not limited to, such things as waste asbestos, oils, greases, lubricants, solvents, batteries, polychlorinated biphenyls (PCBs), paints and used spill cleanup materials.
- 10.3 Where projects involve the handling, storage, and removal of Special Wastes, the Applicant/Contractor shall maintain the following records: inventories of types and quantities of Special Wastes generated, stored, or removed; manifests identifying Special Waste haulers and disposal destinations; and, disposal certification documents.
- 10.4 Non-hazardous solid wastes, such as but not limited to, waste wood, asphalt, concrete, and metals shall be disposed of offsite at an approved disposal facility in compliance with the BC Waste Management Act and the GVRD bylaws. Where possible, the Applicant/Contractor shall make every effort to reduce the amount of material disposed of by reduction, reuse and/or recycling.
- 10.5 The Applicant/Contractor shall not dump, burn, or allow others under its control to dump or burn garbage, including DLC waste, on Sea Island. Should garbage or DLC waste related to the project be dumped on Airport-owned or Airport-leased lands, the Applicant/Contractor shall immediately act to clean up and remove the waste material.
- 10.6 Costs of clean up and removal of garbage, including DLC waste, shall be the responsibility of the Applicant/Contractor.
- 10.7 The Applicant/Contractor shall establish regular clean up and disposal programs so as to prevent the unnecessary accumulation of excessive solid waste.
- 10.8 The Applicant/Contractor's work area shall have a recycling and waste management program in place. Among other things, garbage bins with lids and recycling containers must be made available for lunchroom food waste and recyclable office waste.
- 10.9 The Applicant/Contractor shall contain all garbage related to the project.

11.0 SPILL PREVENTION AND EMERGENCY RESPONSE PLANNING

- 11.1 The Applicant/Contractor will complete a daily visual inspection of all hazardous material equipment for signs of leakage. Daily visual inspections will include, among other things, ensuring that all personal protective equipment and other emergency response equipment is in place.
- 11.2 Proper inventory reconciliation, as required under the National and British Columbia Fire Codes, shall be performed daily for underground storage tanks, and at least weekly for aboveground storage tanks.
- 11.3 Prior to the commencement of construction activities, the Applicant/Contractor shall prepare a written site-specific Emergency Response Plan appropriate to the scale of the project, as per the Airport Authority's Response Plan Guidelines. Typical requirements of an Emergency Response Plan include:
- A general measure of the probability and severity of an adverse effect to health, property, or the environment on the basis of fuel, oil, and other hazardous materials consumed, handled, and stored;
 - Spill/release notification and alerting procedures;
 - Containment, recovery, and clean-up procedures;
 - On-site spill/release clean-up materials, equipment, and locations; and
 - Names and telephone numbers of persons and organizations that may be contacted in the event of a potential environmental incident at Vancouver International Airport.
- 11.4 The Emergency Response Plan should be available for inspection by the Airport Authority and posted at conspicuous locations on the project site.
- 11.5 The Airport Authority reserves the right to require the Applicant/Contractor to submit, revise, and resubmit the Emergency Response Plan prior to the commencement of construction activities if, in the opinion of the Airport Authority, the plan as submitted is inadequate to ensure compliance with the legislative and regulatory requirements in the event of an incident involving a hazardous material spill, leakage, or discharge from the site.
- 11.6 By reviewing the Emergency Response Plan submitted or resubmitted by the Applicant/Contractor, the Airport Authority shall in no way assume responsibility or liability for the Plan. Further, the Airport Authority shall in no way assume responsibility or liability for the Applicant/Contractor's compliance with the requirements of applicable legislation and regulations, or with the requirements of the Airport Authority Safety and Security Manual during implementation of the Emergency Response Plan.

- 11.7 The Applicant/Contractor will maintain a readily available supply of spill emergency response material and equipment on site at all times in effective working condition appropriate to the scale of the project.
- 11.8 The Applicant/Contractor shall submit written incident reports to the Airport Authority within 24 hours of any environmental incident or spill/release. The incident report shall identify the reporting organization, date, time, location, hazardous materials involved, source and persons or organizations notified. In addition, the report shall describe how the spill or release occurred, remedial action taken or planned, and actions necessary to prevent recurrence.