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## **21 APPROVAL OF SUPPLIER'S PROGRAM**

21.1 Approval by the Owner of any drawing, method of work, or any information regarding materials and/or equipment the Supplier proposes to furnish shall not relieve the Supplier of his responsibility by the Owner, or any officer or employee thereof, and the Supplier shall have no claim under this Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and/or equipment so approved. Such approval shall be considered to mean merely that the Owner has no objection to the Supplier using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and/or equipment proposed.

## **22 QUALIFICATIONS AND COMPETENCY**

22.1 The Owner reserves the right to reject quotes from suppliers who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the Work and the provisions of this Contract as herein specified.

## **23 GENERAL QUALITY**

23.1 The whole of the Work, whether or not so stated herein, shall be done in the most substantial and workmanlike manner with new materials, articles, equipment and workmanship of the best quality and description, and by employment of properly skilled workers, and in strict conformity with and as required by this Contract to the satisfaction of the Owner whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established good reputation regularly engaged in the supply or manufacture of such materials or equipment. The Supplier shall, upon the request of the Owner, furnish him with all vouchers, receipted bills and other documents showing the materials, articles and workmanship used by the Supplier in doing the Work.

23.2 Materials are to be applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

## **24 DAMAGES FOR DELAY**

24.1 If the Work is not completed before or upon the expiration of the time limited therefor, all cost which the Owner shall be put to by reason thereof shall be charged to the Supplier.

## **25 ESTIMATED QUANTITIES**

25.1 The respective amount of the material to be furnished and/or the work to be done under this Contract with respect to each of the items described in detail in the Specifications have been preliminarily estimated as set forth in the Schedule of Quantities and Prices and this estimation will be used as a basis for comparing quotes. The Owner does not expressly nor by implication agree that the actual amounts of any material to be furnished and/or work to be done will correspond even approximately to this estimate, but reserve the right to increase or decrease the amounts of any class or portion of the materials to be furnished and/or the work to be done as in its opinion may be in its interest.

## **26 CHARGES TO SUPPLIER**

26.1 Everything charged to the Supplier under the terms of this Contract shall be paid by the Supplier to the Owner on demand and may be deducted by the Owner any monies due or to become due to the Supplier under this Contract and may be recovered by the Owner from the Supplier or his surety.

## **27 INSPECTION**

27.1 All or any part of the Work, and all workshops or other places where material for the work is being prepared or stored, may be inspected by the Owner when and as often as the Owner shall deem it expedient, and the Supplier shall afford the Owner every facility and access requested by it and shall give it any and all information requested by the Owner in connection therewith.

## **28 WAIVER OF RIGHT OF OWNER**

28.1 No action nor want of action on the part of the Owner at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Owner of any of its said rights or remedies.

## **29 SAMPLES AND TESTS**

29.1 In the case of materials to be supplied by the Supplier, samples shall, if and when required by the specifications or the Owner, be prepared and submitted by the Supplier for approval, and these samples or test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required for proper examinations and tests, with all freight charges prepaid.

29.2 All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, examinations, rejections and resubmissions before the time at which it is desired to incorporate the material into the Work. All tests of materials furnished by the Supplier shall be made by the Owner in accordance with a recognized standard practice. No such materials shall be used in the Work unless or until they have been approved in writing by the Owner, and samples of materials will be retained by the Owner for reference and comparison purposes.

## **30 TIME IS OF THE ESSENCE**

30.1 Time shall be strictly of the essence of this Contract.

## **31 EXTENSION OF TIME**

31.1 If the Supplier desires to claim an extension of the time allowed for the completion of all or any part of the Work by reason of being ordered to perform extra Work and/or furnish extra material or consequent upon any delay occasioned by strikes, lockouts by other than the Supplier himself alone, force majeure, or other cause beyond the control of the Supplier, he must give notice in writing to the Owner within five (5) working days after any such order has been given or such delay has first arisen, stating the reason for such delay and requesting an extension of time and in such event, the Owner shall in its absolute discretion determine what extension of time, if any, shall be allowed the Supplier for the Completion of the Work. No claim by the Supplier for an extension of the time allowed for the completion of all or any part of the Work shall be considered or allowed by the Owner unless it be for and results from one or more of the events of causes aforesaid and unless it be presented in the manner and within the time prescribed therefor in this Clause, unless the Owner determines otherwise. No such extension of time shall in any way affect the adequacy of the Contract price quoted or derogate in any way from the rights of the Owner under any provisions of the Contract and every such extension as aforesaid shall be deemed to be in full

compensation and satisfaction for and in respect of actual or probable loss or injury sustained or sustainable by the Supplier in respect of any matter or things for which such extension as aforesaid shall have been granted.

**32 NO CLAIM AGAINST OWNER**

32.1 Unless otherwise particularly provided in the Contract, the Supplier shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits or otherwise howsoever because or by reason of any delay in the fulfilment of the contract within the time limited therefore occasioned by any cause or event within or without the Supplier's control, and whether or not such delay may have resulted from anything done or not done by the Owner under this Contract.

**SCHEDULE "A"**  
**TERM, SPECIFICATIONS & SCHEDULING**

**33 SPECIFICATIONS:**

<b>EV Subcompact Hatchback</b>	
<p><i>Note: Tenderers must note their compliance to the specifications in the space provided using the words "YES" or "NO". Deviations or changes must be noted and explained in detail on a separate sheet at the end of each section if necessary. The use of words such as "exceeds, equal to or not required" will not be acceptable in lieu of a detailed explanation.</i></p>	
<b>Requirements</b>	<b>Response YES / NO</b>
<p><u>Regulatory</u></p> <p>Complete vehicle must meet Canada Motor Vehicle Safety Standards (CMVSS).</p> <p><u>General</u></p> <p>State - Year, Make, Model, Trim.</p> <p>Provide - Window sticker / specification sheet on the proposed vehicle.</p> <p>Exterior Paint – White.</p> <p>Tires – All season mud and snow.</p> <p>Air conditioning – manual controls.</p> <p>Audio – Hands-free communication (Bluetooth, Apple Play preferred).</p> <p>Camera - Backup camera with dash display and audible proximity warning.</p> <p>No smoking package - All ash trays and cigarette lighters deleted from vehicle build.</p> <p>Floor Mats - Heavy duty rubber; Weathertech or CRD approved equivalent.</p>	

**EV Subcompact Hatchback**

*Note: Tenderers must note their compliance to the specifications in the space provided using the words "YES" or "NO". Deviations or changes must be noted and explained in detail on a separate sheet at the end of each section if necessary. The use of words such as "exceeds, equal to or not required" will not be acceptable in lieu of a detailed explanation.*

<b>Requirements</b>	<b>Response YES / NO</b>
<p><u>Powertrain</u></p> <p>Type – Full electric vehicle.</p> <p>State – EPA MPGe economy for: combined, city, highway.</p> <p>State – Electric range in km.</p> <p>State – Time to fully charge with Level 1 charger.</p> <p>State – Time to fully charge with Level 2 charger.</p> <p>Level 1 Charge Coupler - Complete with 110V outlet adaptor.</p> <p>State - Level 2 charge coupler type.</p> <p>State – All Federal and Provincial government grants and amounts included in the tendered price.</p> <p><u>Delivery</u></p> <p>Provide - Window sticker / specification sheet on the proposed vehicle.</p> <p>Charge - Delivered with 90% charge.</p> <p>Build Sheet - Delivered with vehicle.</p> <p>Chassis Keys/ Fobs - Four (4) complete sets.</p>	



**EV Subcompact Hatchback**

*Note: Tenderers must note their compliance to the specifications in the space provided using the words "YES" or "NO". Deviations or changes must be noted and explained in detail on a separate sheet at the end of each section if necessary. The use of words such as "exceeds, equal to or not required" will not be acceptable in lieu of a detailed explanation.*

<b>Requirements</b>	<b>Response YES / NO</b>
<p>Operator Manuals - Delivered with vehicle.</p> <p>Delivery Address - 479 Island Hwy, Victoria, BC.</p> <p><u>Warranty</u></p> <p><i>State – Standard warranty periods.</i></p> <p><i>Provide – Manufacturer’s warranty terms and limitations documentation for standard warranty.</i></p> <p><i>Provide – Extended warranty costs, terms and limitations documentation based on extended warranty and maintenance packages based on a 10 year vehicle life at 10,000 KMS/year.</i></p> <p><i>State - Service location</i></p>	

**SCHEDULE "B"**  
**INSURANCE REQUIREMENTS**

1. The Consultant shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

(a) **Commercial General Liability Insurance**

- i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
- ii) this shall be an occurrence-based policy with a three million (\$3,000,000.00) minimum limit;
- iii) the Capital Regional District shall be named as an additional insured;
- iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
- v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD; and
- vi) the Consultant shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

If this requirement is waived in writing by CRD, it is understood and agreed by the Consultant that the CRD will not be liable for any loss or damage caused by the Consultant's tortious or wrongful acts nor will the CRD defend or indemnify the Consultant for such acts. The Consultant will be solely responsible for its defence costs and damages arising from its actions.

(b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Consultant shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Consultant in connection with this agreement.

(c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Consultant's equipment including loss of use thereof. Each and every policy insuring Consultant's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

(d) **Professional Liability (Errors and Omissions) Insurance**

If applicable<sup>1</sup>, the Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Consultant shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

- 2. The Consultant shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
- 3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement, nor shall it limit liability of the Consultant to the limits of any insurance policy.
- 4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

<sup>1</sup> Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.