



INVITATION TO TENDER ("ITT") No. PS09004

SUPPLY AND DELIVERY OF MINERAL AGGREGATES

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday February 17, 2009 and registered at 11:00:00 A.M Wednesday, February 18, 2009.

NOTES:

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

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

Harinder Kainth
Buyer

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

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PART A - INSTRUCTIONS TO TENDERERS**

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

1.0 Description of Requirement

- 1.1 Tenders are invited for the supply and delivery of mineral aggregates as set out herein for the City of Vancouver.
- 1.2 Tenderers may bid on all or part of the Requirements.
- 1.3 Tenderers should advise by facsimile or e-mail that they intend to submit a Tender by completing and submitting Appendix 2 - *Response Notification Form* to the fax or e-mail address listed on the Cover Page of this ITT on or before the Response Notification Deadline (as defined in Appendix 2 - *Response Notification Form*).

2.0 Contract Term

- 2.1 The Term of Contract shall be for a three (3) year period (commencing on the Effective Date) with the option to renew for two (2) additional one (1) year periods to a maximum total term of five (5) years.
- 2.2 The option to extend the Contract is subject to the mutual written agreement of the Contractor and the City. Where the City and Contractor continue to deal with each other following the expiry of the Term, without a further written agreement, the Contract will be deemed to be renewed on a month to month basis on the same terms and conditions as before the expiry and may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

3.0 Pricing

- 3.1 Pricing will be fixed for the Fixed Price Period (as defined in Part C [Special Conditions] - Section 3.0 [Pricing]). Prices may only be adjusted after the Fixed Price Period in accordance with Section 3.2 of Part C [Special Conditions] - Section 3.0 [Pricing].
- 3.2 Prices are to be quoted in Canadian currency (F.O.B. destination to the Delivery Site(s)), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included, but excluding the GST and PST).

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, addenda and / or amendments will be issued to all Tenderers who have submitted Appendix 2 - *Response Notification Form*.

5.0 Conduct of the Contract

- 5.1 The City's Manager - Supply Management shall have the conduct of the ITT on behalf of the City.

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6.0 Inspection of Site

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

7.0 Submission of Tender

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time. Tenders are to be submitted utilizing Part E - Tender Form of this ITT and then enclosed in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.

- 7.2 Tenderers are to submit their Tenders in the following format:

- a) Part E - Tender Form;
- b) Amendments, Questions & Answers, Clarifications, duly signed and acknowledged by the Tenderer;
- c) Documents Required pursuant to Table 1 on Page PF2 of Part E - Tender Form; namely,
 - i) Bid Bond and Undertaking of Surety (in form set out in Appendix 5 - Undertaking of Surety);
 - ii) Appendix 6 - Undertaking of Insurance;
 - iii) Appendix 3 - Certificate of Existing Insurance;
 - iv) Test results of the moisture density plot for Items 9 and 17; and
 - v) Disaster Discovery Plan.
- d) It is not necessary to attach or return Parts A, B, C, of this ITT nor Appendices 1, 2, 4 or 7 of this ITT to or with the Form of Tender.

- 7.3 Tenders received after the Closing Time or in locations other than the location noted on the cover page of this ITT, may or may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.

- 7.4 The Tenderer should submit three (3) copies of its Tender in accordance with the instructions stated in this ITT.

- 7.5 Tenders are to be submitted in English.

- 7.6 The Tenderer is to enter its corporate or legal business name on the first page of Part E -Tender Form. The Tender Form is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Tender Form are to be initialled by the authorized signatory in the spaces provided.

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- 7.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory and delivered to the Purchasing Services Office address listed on the cover page of this ITT prior to the Closing Time.
- 7.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:
- a) that will be sufficient to fully release and discharge the City from all further liability; and
 - b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).
- 8.0 Bid and Performance Security
- 8.1 The Tenderer shall include with its Tender a Bid Bond payable to the "City of Vancouver" in the amount of ten percent (10%) of the Total Tender Price for the Fixed Price Period for 2009 Months Only.
- 8.2 The Tenderer will also be required to supply a Performance Bond in the amount of fifty percent (50%) of the Total Tender Price and other such sureties that may be set out in Part C - Special Conditions.
- 9.0 Declaration - No conflict of Interest/ No Collusion
- 9.1 Declaration as to Conflict of Interest
- The Tenderer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- a) an elected official or employee of the City; or
 - b) related to or has any business or family relationship with any elected official or employee of the City,

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such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of its Tender by the City, except as set out in Part E - Form of Tender, Section 1.2.

9.2 Declaration as to Collusion

The Tenderer now confirms and warrants that:

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

except as set out Part E - Form of Tender, Section 1.3.

10.0 Evaluation of Tenders

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

- c) the Tenderer's ability to meet the Requirements, qualifications and competencies set out in this ITT;
- d) financial offer including but not limited to prices, operating production and maintenance costs, warranty, and any life cycle considerations;
- e) the Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- f) equipment quality, configuration, age and condition; and
- g) any other criteria set out in the ITT or otherwise reasonably considered relevant.

10.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.

10.3 Prior to Contract award, the Tenderer may be required to demonstrate financial stability. Should the City so request, the Tenderer will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

10.4 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out in this ITT.

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10.5 Preference may be given to Tenders offering environmentally beneficial products or services.

11.0 Solicitation

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

12.0 Acceptance and Rejection of Tenders

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

- a) accept any Tender;
- b) reject any Tender;
- c) reject all Tenders;
- d) accept a Tender which is not the lowest Tender;
- e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this ITT (as further set out in Section 12.3(a) and (b) below);
- f) reject a Tender even if it is the only Tender received by the City;
- g) accept all or any part of a Tender; and
- h) split the Requirements between one or more Tenderers.

12.2 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of this ITT.

12.3 Notwithstanding anything to the contrary contained in this ITT:

- (a) Tenders which contain qualifying conditions or otherwise fail to conform to these Tender Documents may be disqualified or rejected. The City may waive any non-compliance with the Tender Documents or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein.
- (b) Where the City's Manager - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the

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Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.

- (c) Tenders shall be irrevocable and remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time.
- (d) The award of any contract shall be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:
 - a. the overall cost impact of the Tender on the operations of the City, including the addition of all applicable taxes to the prices quoted;
 - b. the ability and experience of the Tenderer, the Tenderer's proposed suppliers and sub-contractors, and all of their respective senior staff and key personnel assigned to carry out the Work;
 - c. the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - d. the Tenderer's understanding of proposed Work;
 - e. the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City;
 - f. the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender;
 - g. the quality of the references, resumes, curriculum vitae, and reputation of the Tenderer, its Suppliers and Subcontractors, and all of their respective senior staff and key personnel, particularly as it relates to the Work.
- (e) Where the City determines that all Total Tender Prices are too high, all Tenders may be rejected.
- (f) The City may, prior to Contract award, negotiate changes to the scope of the Work or any conditions with the Tenderer considered to provide best value or any one or more Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of changes to the scope of the Work or any conditions and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- (g) The Tenderer acknowledges and agrees that the City will not be responsible for costs, expenses, Losses, damages (including damages for loss of anticipated profit) or liabilities incurred by a Tenderer as a result of

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or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the Tender Contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.

- (h) The City may award the Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (i) Guidelines or policies that may be applicable shall not give rise to legal rights on the part of any Tenderer, Contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City

13.0 Award of Contract

- 13.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 13.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract by completing, signing, and issuing a Notice of Award.
- 13.3 The Notice of Award and subsequent purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 13.4 The Notice of Award, Tender, ITT, purchase order(s), and such other documents including all amendments or addenda, will form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
 - a) the Notice of Award;
 - b) subject to Section 13.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from <http://vancouver.ca/bid/terms.htm>);
 - c) any mutually agreed to written amendments between the Tenderer and the City;
 - d) the Tender; and
 - e) the ITT and any subsequent addenda.
- 13.5 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any Work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.
- 13.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.

14.0 Quantities/Non-Exclusive

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- 14.1 The quantities stated in this ITT are the City's good faith annual estimates of its Requirements and should not be relied on. Actual annual quantities will likely vary and the Tenderer's unit prices will remain fixed regardless of the actual variances in quantities.
- 14.2 The Contract is not a contract for the exclusive right to supply the Product or Work to the City and the Contractor will acquire no rights of exclusivity in this regard. The City reserves the right to purchase the Product from any other third party during the Term or to produce the Product internally using its own forces.
- 15.0 Brand Names - Intentionally Omitted
- 16.0 Alternates and/or Variations to Specifications
- 16.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the performance requirements of the City, and Tenderers should bid in accordance with such Specifications, or if the Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be the equivalent.
- 16.2 Tenderers shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 16.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.
- 16.4 The City is not obligated to accept any alternatives.
- 16.5 The City will determine what constitutes allowable variations.
- 17.0 Environmental Responsibility
- 17.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.
- 17.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 18.0 Named Sub-contractors
- 18.1 The Tenderer agrees that the sub-contractors shown in its Tender are the sub-contractors that it proposes to use to carry out the Requirements. The Tenderer agrees to engage the listed sub-contractors and no others in their stead without prior written authorization of the City.

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

19.0 Access to/Ownership of Tender Information

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

- a) All ITT packages and addenda provided to the Tenderer by the City remain the property of the City and must be returned to the City upon request.
- b) The documentation containing the Tender, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Tender.

19.2 Tenderer's Submission Confidential

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

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

19.3 All City Data/Information is Confidential

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

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

19.4 Disclosure Requires Prior Consent

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

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19.5 Declaration of Confidentiality

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

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

20.0 Special Conditions

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

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PART B - GENERAL CONDITIONS

1.0 Definitions

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

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

“ASTM” means American Society for Testing and Materials;

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

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

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

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

“Contract” means the agreement formed between the City and the Contractor as evidenced by the City’s issuance of a Notice of Award;

“Contract Documents” means the ITT, any Amendments, Addenda, or Questions and Answers issued pursuant to this ITT, the Contractor’s Tender, the City’s Notice of Award, any City purchase order(s), and any changes to the foregoing agreed to in writing by the parties;

“Contract Price” means the price(s) for the Products and Work set out in the Tender Form which are accepted by the City in the Notice of Award;

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

“CSA” means Canadian Standards Association;

“Delivery Date” means the date(s) on which the City requires the Contractor to deliver the goods, materials, Products or equipment to the City’s Delivery Site(s);

“Delivery Site” means Kent Yard, 900 Kent Avenue South East, Vancouver, BC V5X 2X9;

“Effective Date” means that date which is seven (7) calendar days after the date of issuance of the Notice of Award by the City to the Contractor and is the date on which the Term of the Contract (and the applicable Fixed Price Period) commences;

“Fixed Price Period” has the meaning set out in Part C - *Special Conditions*, Section 3.0 - *Pricing*.

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

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

“ITT” or “Invitation to Tender” means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Specifications; Appendix 2 - Response Notification Form; Appendix 3 - Tenderer’s Certificate of Existing Insurance; Appendix 4 - Contractor’s Certificate of Insurance; Appendix 5 - Undertaking of Surety; Appendix 6 - Undertaking of Insurance; Appendix 7 - Prime Contractor Agreement, any additional attachments listed in the Table of Contents; and any amendments, addenda, questions & answers and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

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

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

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

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

“Product” means, depending on the context, one or more items of mineral aggregates;

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

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

“Specifications” means that part of the Requirements set out in Part D - *Requirements* and Appendix 1 - *Specifications*;

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

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

“Total Tender Price” means the amount entered in each table for each Fixed Price Period in Section 3.0 [Schedule of Prices and Quantities] of the Tender Form in the line entitled “Total Tender Price”;

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“Term” means the period starting on the Effective Date and expiring on the third anniversary of the Effective Date, unless sooner cancelled or terminated or extended or renewed in accordance with the Contract Documents;

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

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

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

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements, including delivery of the Products;

“Work Schedule” means those Requirements which relate to the Delivery Date(s) and other dates and times by which the Contractor is required to complete the Work and deliver the Product; and

“Work Site” means the site where the Work is being performed.

2.0 Notices

2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and if addressed to the City will be sent to the civic address, fax number or e-mail address provided by the City from time to time for the City’s Designated Representative, and if to the Contractor will be sent to the civic address, fax number, or e-mail address set out in its Tender or otherwise provided by the Contractor from time to time.

2.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, it is delivered by hand or is sent by registered mail to the civic address of the recipient (in which case it will be deemed to have been received on the first Business Day after its actual receipt or arrival at such civic address).

3.0 Assignment

3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of or transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 10.1 of the Tender Form or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.

3.2 In the event that the City consents to any such assignment or other disposition, the Contractor will not be relieved of any of its obligations under the Contract and will remain fully liable under the Contract to perform the Requirements.

4.0 Independent Contractor

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- 4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 5.0 Sub-Contractors
- 5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Requirements to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Tender Form but only for the "Area of Responsibility" set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sublet, subcontract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.
- 6.0 Time of the Essence
- 6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.
- 7.0 Laws, Permits and Regulations
- 7.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 7.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application to this Contract.
- 7.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.
- 8.0 Workplace Hazardous Materials Information System ("WHMIS")
- 8.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.
- 9.0 Product Standards
- 9.1 The Products shall comply with all standards referred to in the Specifications.
- 10.0 Changes in Requirements

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10.1 City May Request

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

10.2 Disputes Over Requested Change

If the City determines that such adjustments, or no adjustments, to the Work Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

- a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Section 25.0 - *Dispute Resolution* (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1).
- b) The City may proceed with this Contract without the proposed change in Requirements.
- c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
 - i) Ninety (90) days prior written notice of cancellation with respect to any given category of Product (as those categories are set out in Tender Form), or
 - ii) One hundred twenty (120) days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

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

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

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Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

11.0 Delivery

11.1 All Deliveries are to be made between 6:00 a.m. and 3:00 p.m. on Business Days only, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

12.0 Quality of Workmanship and Materials

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

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

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

13.0 Inspection

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

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

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

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

14.0 Warranty

14.1 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party products and services have been fully authorized by that third party.

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- 14.2 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.
- 14.3 The Contractor warrants that the Product, Work, and any other applicable goods, materials, equipment and or/services supplied by the Contractor to the City will be in full conformity with the Requirements and that if anything is supplied to the City by sample, then such items will be deemed to be a sale by sample as well as by description within the meaning of the *Sale of Goods Act* (British Columbia).
- 14.4 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the ITT.
- 15.0 Protection of Person and Property**
- 15.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.
- 15.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.
- 16.0 Rectification of Damage and Defects**
- 16.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.
- 17.0 Clean Up**
- 17.1 The Contractor shall at all times perform the Requirements in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the Delivery Site, except into a suitable container.
- 18.0 Indemnification**
- 18.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, Losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.

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- 18.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act* (British Columbia), or to any attachment for debt, garnishee process or otherwise.
- 18.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 18.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods, Products or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

19.0 Termination

- 19.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, Products, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, Products, equipment and/or services as have been supplied up to the date of the termination of the Contract.
- 19.3 Upon termination of the Contract in whole or in part, the City may procure similar goods, materials, Products, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, Products, equipment and/or services.

20.0 Insurance and Performance Security Requirements

- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the Term of the

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Contract at their own expense and cost, the following insurance with minimum limits of not less than those shown in the respective items set out below.

- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.
- 20.3 The Contractor and each of its sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 20.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be in excess of this insurance and shall not contribute with it.
- 20.6 Within seven (7) calendar days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 4 - *Contractor's Certificate of Insurance*. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the Term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative at least twenty (20) calendar days prior to the expiry date of the insurance being renewed, extended, or replaced. At any time, and from time to time, and within seven (7) calendar days of a request for same, updated Certificates of Insurance (or if specifically requested certified copies of all insurance policies) will be made available to the City's Designated Representative.
- 20.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative detailed Certificates of Insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 20.8 The Contractor shall obtain and maintain in full force and effect during the Term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability
- The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and

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agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

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

The policy of insurance shall:

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

b) Third Party Auto Liability Insurance

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

c) All Risk Property Insurance

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

d) Hull and Machinery Insurance

The Contractor will maintain and cause its sub-contractors to maintain hull and machinery insurance in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than five thousand (\$5,000) dollars protecting the Contractor and its sub-contractors from all claims for loss of damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its sub-contractors. This policy shall contain a Waiver of Subrogation that in the event of a loss or damage and upon payment of any claim hereunder, the Insurer will waive its right or subrogation against the City, its officials, officers, employees and agents.

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e) Protection and Indemnity Insurance

The Contractor will maintain and cause its sub-contractors to maintain protection and indemnity insurance including tower's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor's, its sub-contractors, their employees or agents in an amount no less than five million (\$5,000,000) dollars per occurrence and a deductible of not more than five thousand (\$5,000) dollars. This policy shall name the City, its officials, officers, employees and agents as an additional insured or co-insured.

20.9 Bid/Performance Bonds

- a) Within seven (7) calendar days of issuance of the Notice of Award, the Contractor will at the Contractor's own expense provide a Performance Bond
- i) in the amount of 50% of the Contract Price (excluding GST and PST),
 - ii) issued by a properly licensed surety company authorized to carry on the business of suretyship in British Columbia, and
 - iii) in a form satisfactory to the City's Director of Legal Services.
- b) The cost of all bonds will be the responsibility of the Contractor and are deemed to be included in the Total Tender Price or the Contract Price, as applicable.
- c) The bonds must be maintained in good standing at all times until the completion of the Contractor's obligations under the Contract.

21.0 Worksafe BC Compliance

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

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Work under this Contract at the Delivery Site for the purposes of the WorkSafeBC Rules.

- 21.5 Prime Contractor's Obligations - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
- a) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
 - b) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and
 - c) Within seven (7) calendar days of the issuance of the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached, as Appendix 7.
- 21.6 The City will work with the Contractor in the orientation of the delivery site to all of its employees or sub contractors involved in the un loading of the barges,
- 21.7 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, Losses, penalties and proceedings arising out of or in any way related to:
- a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - c) any breach of the Contractor's obligations under this General Condition.
- 22.0 Character of Workers
- 22.1 On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including but not limited to the following:
- a) intoxication;
 - b) use of foul, profane, vulgar or obscene language or gestures;
 - c) solicitation of gratuities or tips from any person for services performed under the Contract;
 - d) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or

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e) any action which may constitute a public nuisance or disorderly conduct.

22.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, sub-contractor or agent has been removed from further involvement with this Contract.

23.0 Unavoidable Delay

23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, Acts of God, war or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or work stoppages due to labour affiliations of the Contractor's or its sub-contractors' or suppliers' employees, or governmental action taken in the enforcement of law specifically against the Contractor. "Unavoidable Delay" expressly includes any circumstance where the Delivery Site(s) are not available due to strikes, lockouts or other labour disruption involving the City's employees, or acts of God or other events which cause operations at the Delivery Site to cease or be suspended.

23.2 Despite Section 23.1, where any Unavoidable Delay of any type prevents the Contractor from delivering the Product within twenty five (25) calendar days of the Delivery Date, the City will have the right to cancel the Contract without liability or recourse by either party effective immediately upon the City giving written notice to the Contractor and the City will then upon request make the Letter of Credit or Bonds (as applicable) available for pick up by the Contractor within seven (7) calendar days of such cancellation.

24.0 Failure to Perform

24.1 Should the Contractor neglect to execute the Requirements properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

24.2 If the Contractor fails to perform any provision of this Contract, the City may upon ten (10) days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Section 24.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, or insurance, all of which will survive any such termination of the Contract.

25.0 Dispute Resolution

25.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART B - GENERAL CONDITIONS**

- 25.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.
- 25.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 25.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 26.0 Contract Price/Payment**
- 26.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, Products, equipment and or services, whichever is the later, or on other terms to be negotiated.
- 26.2 The Contractor may be required to accept payment by electronic funds transfer or purchasing card (MasterCard). Preference may be given to a Tenderer who has or is willing to expand their system to provide Level III reporting detail.
- 27.0 Taxes**
- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 27.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, overhead, profit and any and all other costs are deemed to be included in the Contract Price.
- 27.3 Invoices must separately show the appropriate amounts for GST and PST.
- 28.0 Non-resident Withholding Tax**
- 28.1 The Income Tax Act (Canada) requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the work and should seek the advice of a Canadian tax lawyer.
- 28.2 The City is legally required by the Income Tax Act (Canada) to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of the withholding is determined by the residency of the non-resident and the applicable Income Tax Act (Canada) Regulations.
- 29.0 Failure to Enforce**
- 29.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of

**INVITATION TO TENDER NO. PS09004
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PART B - GENERAL CONDITIONS**

such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

30.0 Successors and Assigns

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

31.0 No Promotion of Relationship

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

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART C - SPECIAL CONDITIONS**

1.0 Bid Security, Performance Security, and Insurance

1.1 The Tenderer is to include with its Tender:

- a) a Bid Bond in the amount of no less than ten percent (10%) of the Total Tender Price for Fixed Price Period for 2009 Only, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form reasonably satisfactory to the City's Director of Legal Services, stating that if the Tenderer is awarded the Contract and delivers the required Performance Bond the Bid Bond will be void, but if the Tenderer breaches its obligations to do so, then the surety will pay the lesser of ten percent (10%) of the Total Tender Price for Fixed Price Period for 2009 Only and the Losses suffered by the City as a result, and
- b) an Undertaking of Surety in a form included in Appendix 5 or equivalent form reasonably satisfactory to the City's Director of Legal Services, in either case issued by the surety issuing the Bid Bond stating that if the Tenderer is awarded the Contract, bonding will be provided pursuant to Part B - General Conditions, Section 20.9.

- 1.2 The Tenderer is also required to include with its Tender both a signed and completed Appendix 3 - *Tenderer's Certificate of Existing Insurance*, as well as a signed and completed letter from its insurer substantially in the form attached as Appendix 6 - *Undertaking of Insurance* confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 4 - *Contractor's Certificate of Insurance* pursuant to and in compliance with Part B - Section 20.1 - 20.8 above.

2.0 Additional Evaluation Criteria

- 2.1 In addition to the evaluation criteria set out in Part A of this ITT, the following criteria, which are not in any order of importance, may also be taken into consideration during the City's evaluation of the Tender:
- a) ability to meet guaranteed delivery date;
 - b) ability to ensure supply;
 - c) ability to meet specifications;
 - d) experience of Tenderer;
 - e) past history with the City.

3.0 Pricing

- 3.1 Prices shall remain firm for the Fixed Price Period. For the purposes of this Contract, the "Fixed Price Period" means the particular Fixed Price Period accepted by the City in the Notice of Award from the various Fixed Price Periods offered by the Tenderer in the Form of Tender. The selected Fixed Price Period will start on the Effective Date.
- 3.2 Following the expiry of the Fixed Price Period, the Contract Price may only be changed once every twelve (12) months and only in accordance with provisions of this Section

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART C - SPECIAL CONDITIONS**

3.0. Where the economy is in a general inflationary mode, and the Contractor is seeking a Contract Price increase, the Contractor must first submit documented proof of raw material cost changes or any other factors that may relate to this product which can be verified with an independent published source. The Contractor must show how the changes to its costs of performing the Work justify a change in Contract Price. Where the economy is in a general deflationary mode and the City is seeking a Contract Price decrease, the Contractor must within seven (7) calendar days of the City's request to do so, submit documented proof of raw material cost changes or any other factors that may relate to this product which can be verified with an independent published source. The Contractor must show how there have been no changes or if there have been such changes how such changes to its costs of performing the Work do not justify a downward change in Contract Price. The City will have full access and audit rights with respect to all of the Contractor's financial records in order to verify both increases and decreases in the input costs related to the Contract Price. The City may have reference to the cost and percentage factors set out by the Tenderer in Section 7.1 of Part E of the Tender Form but these will not be determinative nor conclusive.

- 3.3 The City will review the submitted documents (and if deemed appropriate conduct an audit of the Contractor's financial records) and will respond within forty five (45) days of the date of the request with a decision on whether the Contract Price should be increased, decreased or remain the same for the next twelve (12) month period. Where a change in Contract Price in full or in part is approved by the City, the approved change will be retroactive to the date the Contractor submitted the request and the parties will retroactively adjust the Contract Price to such date without interest.
- 3.4 The parties will then proceed on the basis that the City's determination is correct, and the Contractor will immediately pay any refund or receive any increase so determined, but without prejudice to the Contractor's right to contest the City's determination pursuant to Section 25.0 - *Dispute Resolution*.

4.0 Award of Contract

- 4.1 Further to Part A - Section 12.0 - *Acceptance and Rejection of Tenders*, the City may award any or all items to more than one Contractor, some or all items to one Contractor, or reject all Tenders based on best value to the City for each item.
- 4.2 The City intends to award the small quantity items with the large quantity items to reduce administrative expenses and transportation costs. However, it is the Tenderer's responsibility to clearly identify any and all costs which might be payable by the City in the event that the City exercises its rights to award any or all items separately, as set out in this ITT.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

1.0 Scope of Contract

- 1.1 For the supply and delivery of mineral aggregates, as, if and when required for the Term of the Contract. This includes supply of mineral aggregates from the pit or quarry, loading onto the barge, marine transportation to City of Vancouver Kent Yard (delivery site) and unloading of the material at the Yard by the Contractor or the Contractor's Sub-contractor.

Upon discretion of the City, item #10 only may be picked up by the City or the City may request the Contractor to deliver by either truck or barge depending on the volume required and the location of the pit or quarry.

2.0 Requirements

- 2.1 Detailed specifications are set out in Appendix 1, 1.0 - Preface to Specifications and 2.0 - Detailed Specifications. Tenders shall clearly indicate any deviations from the Requirements of this ITT in the Table set out in Section 1.0 - Compliance of Part E - Form of Tender.

3.0 Release

- 3.1 The Contractor agrees that the City shall not be liable for, and is hereby released from, liability for damage to any barges or other means of transportation occurring during unloading, including damage caused by hitting the ground or obstructions or objects under the waters of the Fraser River or any other body of water.

4.0 Quantities

- 4.1 Quantities shown are annual estimates only which can be subject to large fluctuations on short notice. No guarantee is given that the quantity of each type of product ordered during this Contract period shall not exceed, be equal to, or be less than the quantities stated in Part E - Tender Form.
- 4.2 Quantities can be dependent on weather, individual project size, geotechnical conditions, native soil reuse, recycled material and funding. During dry weather the City may use larger quantities of certain materials for paving. For sewer and water construction, actual work may require larger quantities of fill material as a result of geotechnical conditions that are encountered once excavation commences.
- 4.3 Material shall be ordered on an as, if and when required basis for the duration of the Contract.

5.0 Delivery

- 5.1 Materials shall be delivered to the Delivery Site at:

City of Vancouver
Kent Yard,
900 Kent Avenue SE,
Vancouver, B.C.

which includes either marine and/or truck deliveries.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

5.2 Guaranteed Delivery

Contractor is to guarantee delivery of each load FOB Kent Yard (whether by truck or by barge), within three (3) Business Days of receipt by the Contractor of a purchase order for that load from the City.

5.3 Minimum Quantity per Delivery

Due to limited storage space at Kent Yard, the City shall have the option of limiting the quantity of individual items per delivery as follows:

a) Item 1, 3, 4, 5, 7, 9, 13, 14 and 15:

quantity of these items may be limited to a maximum of approximately five hundred (500) tonnes, more or less, per delivery, as determined by the City's Designated Representative . When delivering these items the Contractor may supply a partial barge load, combine the required material with another item being supplied to make up a full barge load, or employ any other method acceptable to the City's Designated Representative.

b) Item 10

The City will have the option to pick up or have a barge or truck delivery of this item depending on the amount required and the location of the pit or quarry at any one time.

6.0 Inspection

6.1 All equipment, including the Contractor's scales, shall be subject to inspection by the City's Designated Representative at all times, without notice.

6.2 The layout of the Contractor's crushing plant may be inspected by the City's Designated Representative at any time prior to or during the Term of the Contract.

7.0 Payment

7.1 Payment for the supply of materials and payment for transportation and unloading of materials shall be on a "per tonne" basis. Barge-delivered materials will be weighed by certified belt scale which will be verified periodically by the displacement method at Kent Yard. Weight determined by the City of Vancouver will be considered final. Truck-hauled materials shall be weighed over a Canadian Government inspected scale supplied by the Contractor.

7.2 Moisture content determination may be taken periodically by the General Manager of Engineering Services on delivered materials. Moisture content at and below 5% will be permitted on an "as weighed" basis, but corrections for purposes of payment shall be made on materials over 5% moisture content, reducing the weight to be paid to dry weight plus 5% moisture content. If no tests are made, the materials will be paid for on an "as weighed" basis.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

8.0 Testing

- 8.1 Tests are conducted by the City's Designated Representative on every barge delivery and each mineral aggregate item delivered, to determine that the materials supplied meet the specifications stated herein. The City shall have the right to reject any materials which fail to meet the required specifications.
- 8.2 Test results performed by an independent testing lab and a moisture-density relationship plot shall be submitted with the Tender for Items 9 and 17 only.
- 8.3 Prior to the award of contract for any mineral aggregate items, the City may request test results to confirm that Specifications as per Appendix 1 are met.

9.0 Rejected Materials

- 9.1 In the event that the City's Designated Representative rejects materials supplied by the Contractor, the City and the Contractor shall establish a mutually agreed upon schedule to remove the rejected materials from Kent Yard. If the City and Contractor are unable to reach a mutually agreeable schedule, after three days of providing the Contractor with notice of rejection and the option of obtaining independent laboratory testing, then the City may elect to use the rejected material for uses other than that intended. Should this use of rejected materials occur, the City shall have sole discretion as to what compensation, if any, shall be paid to the Contractor.
- 9.2 Without limiting the City's other remedies under this Contract, if the Contractor is unable to supply and deliver materials to specifications or within the required time period in order to meet the City's operational requirements, the City may direct the Contractor to obtain materials from other suppliers, and charge back to the Contractor any additional costs.

10.0 Methods of Sampling and Testing

- 10.1 All materials may be sampled by the City Designated Representative and the properties listed in these specifications shall be determined in accordance with the latest revision of the Methods of Test and Standard Practices for Concrete, CSA Standard CAN/CSA-A23.2-04 and ASTM Standards.

a)	Sampling:	Sampling Aggregates for Use in Concrete Standard Practice for Sampling Aggregates CSA A23.2-1A / ASTM D75
b)	Grading:	Sieve Analysis of Fine and Coarse Aggregates CSA A23.2-2A / ASTM C136
c)	Fines:	Materials Finer than 80 um (75um) Sieve in Aggregate CSA A23.2-5A / ASTM C117

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

d)	Relative Density & Absorption:	Relative Density and Absorption of Fine and Coarse Aggregates CSA A23.2-6A & 12A / ASTM C127 & C128
e)	Bulk Density:	Bulk Density of Aggregates CSA A23.2-10A / ASTM C29
f)	Micro-Deval:	Resistance of Fine and Coarse Aggregates to Degradation by abrasion in the Micro-Deval Apparatus CSA A23.2-23A & 29A
g)	Proctor	Moisture-density Relations of Soils and Soils-Aggregate Mixture 'Using Modified Compaction Effort ASTM D1557
h)	Alkali-Reactivity:	Potential Expansivity of Aggregates by Mortar Bars and/or Concrete Prisms CSA A23.2-14A & 25A
i)	Unconfined Freeze - Thaw:	Resistance of Unconfined Coarse Aggregate to Freezing and Thawing CSA A23.2-24A
j)	Low-Density Materials:	Low-Density Granular Material in Aggregate CSA A23.2-4A / ASTM C123
k)	Flat & Elongated:	Flat and Elongated Particles in Coarse Aggregate CSA A23.2-13A
l)	Impact & Abrasion Loss:	Resistance to Degradation of Aggregate by Abrasion and Impact in the Los Angeles Machine CSA A23.2-16A / ASTM C131
m)	Angularity:	Uncompacted Void Content of Fine Aggregate ASTM C1252 / AASHTO TP304
n)	Sand Equivalent:	Sand Equivalent Value of Fine Aggregate ASTM D2419

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

11.0 Maximum Barge Size

11.1 The City will provide docking facilities which will accommodate a five thousand (5,000) tonne barge. The Contractor may be able to dock a larger barge at this site but, subject always to the indemnity and insurance provisions of this Contract, any attempt to use a larger barge will be at the discretion, knowledge, and experience of the Contractor who will assume responsibility for any damage incurred. A minimum size barge would have to be determined by the Contractor to fit the City's barge berth for safe unloading.

12.0 Transportation/Unloading Requirements

12.1 The City will accept the supply of mineral aggregates by barge for all items (except the delivery option for Item 10 which is either by City pickup, barge or truck delivery) and will be unloaded by the Contractor or his sub-contractor. Contractors and sub-contractors will be required to provide their own unloading equipment such as a portable hopper/conveyor and a loader with operator. The Contractor's portable hopper/conveyor must be able to reach the City's hopper attached to the aggregate handling facility. The City's hopper is capable of handling approximately seven hundred (700) tonnes per hour.

12.2 The Contractor will be required to dock the barge at the City's barge facility and remove it after unloading is complete.

12.2 Items 1, 3, 4, 5, 7, 9, 13, 14 and 15 may be delivered as a partial load with other barge items.

12.3 The City shall not be charged for any waiting time caused by unfavourable tidal conditions or for any equipment breakdowns of the Contractor.

13.0 Delivery Times

13.1 The delivery of the barges shall be scheduled in such a manner that off-loading at Kent Yard can begin at 6:00 A.M., provided that the tidal conditions permit. Delivery by truck shall be coordinated with the City Designated Representative.

14.0 Emergency Preparedness

14.1 This Contract is considered an integral part of the City's emergency preparedness plan for disaster recovery. Depending on the nature of a major emergency and the subsequent infrastructure damage, a large demand may exist for these Products in repairing road, sewer, and water infrastructure. A demand for these Products may also exist by other customers in such an event. However, the Contractor is required to provide priority service to the City so as to limit economic impact to the community and assist to ensure public safety and health by restoring infrastructure as soon as possible.

14.2 Marine transportation services will be of vital importance to the City after a major seismic event. In this situation, the Contractor(s) and other suppliers may be requested to provide equipment immediately to transport rescue or other personnel and equipment until all bridge structures are surveyed for damage and/or repairs are completed. The Contractor now agrees to provide such services on the written request

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART D - REQUIREMENTS**

of the City in consideration for commercially reasonable fees for these services in such an event.

14.3 The City strongly prefers suppliers who have appropriate disaster recovery plans in order to limit economic impact to their own business and so as to continue or resume operations as soon as possible to assist the City and other customers following any disaster. Where the Contractor has submitted such a plan as part of its Tender, the Contractor warrants and represents that such plan is in place, staff have been (and will continue to be) properly trained on its implementation, and that the plan will be updated and kept up to date throughout the Term of the Contract and that all updates and refinements will be provided to the City on request during the Term of the Contract.

15.0 Facilities

15.1 The City believes that all potential Tenderers have viewed and examined Kent Yard facilities and have been made aware of the specialized power and electrical connections for the barges. However, if this assumption is incorrect, Tenderers should contact the Buyer listed on the cover page.

15.2 A Contractor requiring a different connection than presently in place or a power supply upgrade for the operation of their unloading equipment will be responsible for any expenses incurred by the City to provide such services.

16.0 City Equipment

16.1 In the event the City's equipment is not operating for unloading purposes, the City shall pay reasonable additional expenses incurred by the Contractor for unloading after mutual agreement has been made with the City Designated Representative.

17.0 Operational Requirements

17.1 The City realizes that production problems may occur occasionally in the aggregate industry. Subject always to the City's legal rights under Part B General Conditions, Section 23 - *Unavoidable Delay*, the City will attempt to cooperate and adjust delivery schedules should this occur. However, the City may not be able to adjust their schedule without affecting operational requirements and the Contractor shall then arrange for the supply of alternate acceptable Product to the attached specifications as per Appendix 1. Any additional expenses incurred to acquire alternate acceptable material in this situation will be the responsibility of the Contractor.

INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART E - TENDER FORM

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

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

To the City of Vancouver,

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

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART E - TENDER FORM**

Table 1 - Required Documents:

Description	Reference	Required	Received
Bid Bond and Undertaking of Surety	Part A, Section 8.0; Part C, Section 1.0 & Appendix 5	Yes	
Tenderer's Certificate of Existing Insurance	Part B - Section 20.0 , Part C, Section 1.0;& Appendix 3	Yes	
Tenderer's Insurer's Undertaking of Insurance	Part C - Section 1.0 & Appendix 6	Yes	
Test Results for Item 9 and Item 17	Part D - Section 8	Yes	
Disaster Recovery Plan	Part D - Section 14.3	Yes	

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

To be initialled at Tender Opening:

Manager, Materials Management or designate

Witness

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART E - TENDER FORM**

1.0 Compliance

- 1.1 By initialling each item, the Tenderer acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the column titled “Variations, ...”).
- 1.3 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the space provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the column titled “Variations, ...”).

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A (Except Section 9.1/9.2)</u> Instructions to Tenderers			
<u>Part A - Section 9.1</u> Conflict of Interest (See Tender Form Section 1.2 above)			
<u>Part A - Section 9.2</u> Collusion (See Tender Form Section 1.3 above)			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Requirements AND Appendix 1 - Specifications			

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES
PART E - TENDER FORM**

Part E Tender Form			
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2.0 References

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

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

INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM

3.0 Schedule of Price and Quantities:

3.1 Fixed Price Period for 2009 Only

PRICES shall not include the Goods and Services Tax and the Provincial Sales Tax									
ITEM	PRODUCT	GRADATION	COMMON NAME	NORMAL USE	12 MONTHS ESTIMATED USAGE IN TONNES (A)	SUPPLY PRICE PER TONNE AT PIT & LOADED ON BARGE (B)	TRANSPORTATION & UNLOADING PRICE PER TONNE FOR delivery of barge from pit to Yard and Unloading at Yard. (C)	TOTAL Price Per Tonne D = (B + C)	E = (A X D)
ASPHALT MIX ITEMS									
1.	Fine Aggregate	9.5 mm MINUS (3/8-in MINUS)	Sand	Asphaltic Concrete, Portland Cement Concrete, Fill, Bedding	20,000	\$	\$	\$	\$
3.	Clear Crushed Coarse Aggregate	2.36 mm to 9.5 mm (No. 8 to 3/8-in)	Seal Coat Chips	Asphaltic Concrete, Chip Sealing	3,000	\$	\$	\$	\$
4.	Crusher Dust	9.5 mm MINUS (3/8-in MINUS)	Screenings	Asphaltic Concrete	4,000	\$	\$	\$	\$
5.	Clear Crushed Coarse Aggregate	19 mm to 37.5 mm (3/4-in to 1-1/2-in)	Crushed Rock	Asphaltic Concrete, Subgrades	5,000	\$	\$	\$	\$
14.	Clear Crushed Fine Aggregate	2.36 mm to 19 mm (No. 8 to 3/4-in)	Crushed Rock	Asphaltic Concrete, Ready Mix Concrete	30,000	\$	\$	\$	\$
15.	Clear Crushed Coarse Aggregate	2.36 mm to 25 mm (No. 8 to 1-in)	Clear Crushed Rock	Pipe Bedding, Asphaltic Base	50,000	\$	\$	\$	\$
21.	Combined Crushed Aggregate	9.5 mm MINUS (3/8-in MINUS)	Asphalt Blend	Asphaltic Concrete	50,000	\$	\$	\$	
BACKFILL ITEMS									
7.	Clear Gravel	19 mm to 25 mm (3/4-in to 1in)	Round Drain Rock	Covering Drain Tile	1,000	\$	\$	\$	\$
9.	Combined Crushed Aggregate (60% crushed)	25 mm MINUS (1-in MINUS)	Mulch	Surface Dressing, Fills	100,000	\$	\$	\$	\$
13.	Crushed Tailings (Quarried)	75 mm MINUS (3-in MINUS)	Tailings	Fills, Sub-grades	7,500	\$	\$	\$	\$
17.	Sand Fill	12.5 mm MINUS (1/2-in MINUS)	Fill Sand	Filling Trenches	70,000	\$	\$	\$	\$
CONCRETE ITEMS									
10.	Clear Torpedo	4.75 mm to 9.5 mm (No. 4 to 3/8-in)	Torpedo	Spray Capping, Exposed Aggregate	500	\$	\$	\$	\$
TOTAL TENDER PRICE FOR FIXED PRICE PERIOD FOR 2009 ONLY: (TOTAL ANNUAL COST)									\$

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

3.2 Fixed Price Period for 2010 Only

PRICES shall not include the Goods and Services Tax and the Provincial Sales Tax									
ITEM	PRODUCT	GRADATION	COMMON NAME	NORMAL USE	24 MONTHS ESTIMATED USAGE IN TONNES (A)	SUPPLY PRICE PER TONNE AT PIT & LOADED ON BARGE (B)	TRANSPORTATION & UNLOADING PRICE PER TONNE FOR delivery of barge from pit to Yard and Unloading at Yard. (C)	TOTAL Price Per Tonne D = (B + C) E = (A X D)	
ASPHALT MIX ITEMS									
1.	Fine Aggregate	9.5 mm MINUS (3/8-in MINUS)	Sand	Asphaltic Concrete, Portland Cement Concrete, Fill, Bedding	20,000	\$	\$	\$	\$
3.	Clear Crushed Coarse Aggregate	2.36 mm to 9.5 mm (No. 8 to 3/8-in)	Seal Coat Chips	Asphaltic Concrete, Chip Sealing	3,000	\$	\$	\$	\$
4.	Crusher Dust	9.5 mm MINUS (3/8-in MINUS)	Screenings	Asphaltic Concrete	4,000	\$	\$	\$	\$
5.	Clear Crushed Coarse Aggregate	19 mm to 37.5 mm (3/4-in to 1-1/2-in)	Crushed Rock	Asphaltic Concrete, Subgrades	5,000	\$	\$	\$	\$
14.	Clear Crushed Fine Aggregate	2.36 mm to 19 mm (No. 8 to 3/4-in)	Crushed Rock	Asphaltic Concrete, Ready Mix Concrete	30,000	\$	\$	\$	\$
15.	Clear Crushed Coarse Aggregate	2.36 mm to 25 mm (No. 8 to 1-in)	Clear Crushed Rock	Pipe Bedding, Asphaltic Base	50,000	\$	\$	\$	\$
21.	Combined Crushed Aggregate	9.5 mm MINUS (3/8-in MINUS)	Asphalt Blend	Asphaltic Concrete	50,000	\$	\$	\$	
BACKFILL ITEMS									
7.	Clear Gravel	19 mm to 25 mm (3/4-in to 1in)	Round Drain Rock	Covering Drain Tile	1,000	\$	\$	\$	\$
9.	Combined Crushed Aggregate (60% crushed)	25 mm MINUS (1-in MINUS)	Mulch	Surface Dressing, Fills	100,000	\$	\$	\$	\$
13.	Crushed Tailings (Quarried)	75 mm MINUS (3-in MINUS)	Tailings	Fills, Sub-grades	7,500	\$	\$	\$	\$
17.	Sand Fill	12.5 mm MINUS (1/2-in MINUS)	Fill Sand	Filling Trenches	70,000	\$	\$	\$	\$
CONCRETE ITEMS									
10.	Clear Torpedo	4.75 mm to 9.5 mm (No. 4 to 3/8-in)	Torpedo	Spray Capping, Exposed Aggregate	500	\$	\$	\$	\$
TOTAL TENDER PRICE FOR FIXED PRICE PERIOD FOR 2010 ONLY: (TOTAL ANNUAL COST)									\$

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

3.3 Fixed Price Period for 2011 Only

PRICES shall not include the Goods and Services Tax and the Provincial Sales Tax									
						SUPPLY	TRANSPORTATION & UNLOADING	TOTAL	
ITEM	PRODUCT	GRADATION	COMMON NAME	NORMAL USE	36 MONTHSL ESTIMATED USAGE IN TONNES (A)	PRICE PER TONNE AT PIT & LOADED ON BARGE (B)	PRICE PER TONNE FOR delivery of barge from pit to Yard and Unloading at Yard. (C)	Price Per Tonne D = (B + C)	E = (A X D)
ASPHALT MIX ITEMS									
1.	Fine Aggregate	9.5 mm MINUS (3/8-in MINUS)	Sand	Asphaltic Concrete, Portland Cement Concrete, Fill, Bedding	20,000	\$	\$	\$	\$
3.	Clear Crushed Coarse Aggregate	2.36 mm to 9.5 mm (No. 8 to 3/8-in)	Seal Coat Chips	Asphaltic Concrete, Chip Sealing	3,000	\$	\$	\$	\$
4.	Crusher Dust	9.5 mm MINUS (3/8-in MINUS)	Screenings	Asphaltic Concrete	4,000	\$	\$	\$	\$
5.	Clear Crushed Coarse Aggregate	19 mm to 37.5 mm (3/4-in to 1-1/2-in)	Crushed Rock	Asphaltic Concrete, Subgrades	5,000	\$	\$	\$	\$
14.	Clear Crushed Fine Aggregate	2.36 mm to 19 mm (No. 8 to 3/4-in)	Crushed Rock	Asphaltic Concrete, Ready Mix Concrete	30,000	\$	\$	\$	\$
15.	Clear Crushed Coarse Aggregate	2.36 mm to 25 mm (No. 8 to 1-in)	Clear Crushed Rock	Pipe Bedding, Asphaltic Base	50,000	\$	\$	\$	\$
21.	Combined Crushed Aggregate	9.5 mm MINUS (3/8-in MINUS)	Asphalt Blend	Asphaltic Concrete	50,000	\$	\$	\$	
BACKFILL ITEMS									
7.	Clear Gravel	19 mm to 25 mm (3/4-in to 1in)	Round Drain Rock	Covering Drain Tile	1,000	\$	\$	\$	\$
9.	Combined Crushed Aggregate (60% crushed)	25 mm MINUS (1-in MINUS)	Mulch	Surface Dressing, Fills	100,000	\$	\$	\$	\$
13.	Crushed Tailings (Quarried)	75 mm MINUS (3-in MINUS)	Tailings	Fills, Sub-grades	7,500	\$	\$	\$	\$
17.	Sand Fill	12.5 mm MINUS (1/2-in MINUS)	Fill Sand	Filling Trenches	70,000	\$	\$	\$	\$
CONCRETE ITEMS									
10.	Clear Torpedo	4.75 mm to 9.5 mm (No. 4 to 3/8-in)	Torpedo	Spray Capping, Exposed Aggregate	500	\$	\$	\$	\$
TOTAL TENDER PRICE FOR FIXED PRICE PERIOD FOR 2011 ONLY: (TOTAL ANNUAL COST)									\$

INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM

4.0 Miscellaneous

4.1 Delivery to Kent Yard by Supplier

Large Flat Barges (materials shall be unloaded onto City stockpile by conveyors).

State:

(i) Number, width, draft and capacity of barges that are available:

(ii) Number of hours of free unloading time allowed for each barge:

_____ hours

(iii) Demurrage per barge per hour after free unloading time has elapsed:

\$_____ /hour

4.2 Production Capacity of Suppliers:

a) State the location or locations of the gravel pits or rock quarries for each item tendered:

Item 1: _____ Item 3: _____

Item 4: _____ Item 5: _____

Item 14: _____ Item 15: _____

Item 21: _____ Item 7: _____

Item 9: _____ Item 13: _____

Item 17: _____ Item 10: _____

b) State the hourly production rates for any or all items.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

4.3 Item 9 - Mulch and Item 17 - Sand Fill

State the following information:

	Item 9	Item 17
Maximum dry unit wt (ASTM D1577)		
Optimum moisture (ASTM D1557)		
Material finer than 0.075 mm (ASTM C117)		

The award of these items will be based on cost per unit volume of delivered materials compacted to the above maximum density and optimum moisture content. Test results performed by an independent testing lab and a moisture-density relationship plot shall be submitted with the Tender.

5.0 **Worksafe BC Registration Number**

5.1 State Worksafe BC Registration Number: _____

6.0 **Guaranteed Delivery**

6.1 State if the guaranteed delivery can be met as per Part D, Requirements, Section 5.2.

Yes: _____ No: _____

If 'No', please specify the delivery time after order has been placed.

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

7.0 Factors

7.1 As per Part C, Special Conditions, Section 3.0 Prices, provide a written list of raw material and other input costs which determine the Contract Price being tendered and their estimated percentage of the Contract Price for each item (eg. if tugboat fuel costs account for 5% of the total delivered price of Item 1, then Tenderer would enter as part of Item 1 description "Tugboat Fuel 5%").

Item #	Description	Estimated Percentage of Total Costs
1	Raw Materials	
2	Fuel	
3	Administrative	
4.	Labour	
5	Equipment	
6	Overhead	
7	Profit	
8		
9		

8.0 Special Discount - Award it is Entirety

8.1 State the percentage of discount allowed if this contract is awarded in its entirety to a single contractor:

_____ % discount.

9.0 Cash Discounts -:

9.1 *(15th of the month following, or later, is preferred by the City).*

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

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

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

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

10.0 Sub Contractors

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

Sub-contractor's Name, Address	Contact Name	Telephone No.	Area of Responsibility

**INVITATION TO TENDER NO. PS09004
SUPPLY AND DELIVERY OF MINERAL AGGREGATES - PART E - TENDER FORM**

11.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the Requirements of this ITT and that any and all deviations have been clearly noted.

The Tenderer agrees that if this Tender is accepted within ninety (90) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the prices set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Requirements set out in this Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

12.0 Acceptance of Tender

ACCEPTANCE/NOTICE OF AWARD

Date of Acceptance _____

The City hereby accepts the Tender for:

- (a) the supply and delivery of the goods, materials, Products, equipment and/or services described below:

Supply and Delivery of Mineral Aggregates (Items __, __ and __);

- (b) for the Contract Price offered by the Tenderer for the Fixed Price Period of [State Selected Fixed Price Period Here];

and otherwise all on the terms and conditions set forth in the Tender.

City of Vancouver, by its authorized signatory:

Director of Legal Services

Approved for Director of Legal Services:

1.0 Preface to Specifications

ITEM	PRODUCT	GRADATION	COMMON NAME	NORMAL USE	TOTAL ESTIMATED REQUIREMENTS IN TONNES
ASPHALT MIX ITEMS					
1.	Fine Aggregate	9.5 mm MINUS (3/8-in MINUS)	Sand	Asphaltic Concrete, Portland Cement Concrete, Fill, Bedding	20,000
3.	Clear Crushed Coarse Aggregate	2.36 mm to 9.5 mm (No. 8 to 3/8-in)	Seal Coat Chips	Asphaltic Concrete, Chip Sealing	3,000
4.	Crusher Dust	9.5 mm MINUS (3/8-in MINUS)	Screenings	Asphaltic Concrete	4,000
5.	Clear Crushed Coarse Aggregate	19 mm to 37.5 mm (3/4 in -1-1/2 in)	Crushed Rock	Asphaltic Concrete, Subgrades	5,000
14.	Clear Crushed Fine Aggregate	2.36 mm to 19 mm (No. 8 to 3/4-in)	Crushed Rock	Asphaltic Concrete	30,000
15.	Clear Crushed Coarse Aggregate	2.36 mm to 25 mm (No. 8 to 1-in)	Clear Crushed Rock	Pipe Bedding, Asphaltic base	50,000
21.	Combined Crushed Aggregate	9.5 mm MINUS (3/8 in MINUS)	Asphalt Blend	Asphaltic Concrete	50,000
BACKFILL ITEMS					
7.	Clear Gravel	19 mm to 25 mm (3/4 in to 1 in)	Drain Gravel	Covering Drain Tile	1,000
9.	Combined Crushed Aggregate (60% Crushed)	25 mm MINUS (1 in MINUS)	Mulch	Surface Dressing, Fills	100,000
13.	Crushed Tailings (Quarried)	75 mm MINUS (3-in MINUS)	Tailings	Fills, Sub-Grades	7,500
17.	Sand Fill	12.5 mm MINUS (1/2-in MINUS)	River Sand or Sand Fill	Filling Trenches	70,000
CONCRETE ITEMS					
10.	Clear Torpedo	4.75 mm to 9.5 mm (No. 4 to 3/8-in)	Torpedo	Spray Capping	500

2.0 Detailed Specifications

2.1 Asphalt Mix Items

a) Item 1 - Fine Aggregate for Asphaltic Concrete Paving Mixtures (Sand)

Material shall be a clean, washed graded sand of uniform quality with a maximum size of 9.5 mm complying with the latest revision of CAN/CSA-A23.1- for concrete aggregates. The fine aggregate angularity and sand equivalent values for the item must be 45 or higher. This washed sand is also used for making asphaltic concrete. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
9.5 mm	(3/8-in)	100 - 100
4.75 mm	(No. 4)	94 - 100
2.36 mm	(No. 8)	77 - 100
1.18 mm	(No. 16)	47 - 80
0.60 mm	(No. 30)	24 - 55
0.30 mm	(No. 50)	9 - 33
0.15 mm	(No. 100)	2 - 10
0.075 mm	(No. 200)	0 - 2

b) Item 3 - Clear Crushed Coarse Aggregate for Asphaltic Concrete

Material shall be of uniform quality, crushed to size as necessary and shall consist of sound, tough, durable, highly angular, mechanically crushed fragments, with minimum 90% two or more fractured faces. Shall be free from an excess of flat or elongated particles, wood, shells, coatings of clay or any other deleterious material. Aggregates with objectionable polishing characteristics are not acceptable. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
9.5 mm	(3/8-in)	100 - 100
6.35 mm	(1/4-in)	
4.75 mm	(No. 4)	0 - 10
2.36 mm	(No. 8)	0 - 2

c) Item 4 - 9.5 mm (3/8-in) Crushed Fine Aggregate for Asphaltic Concrete Crusher Dust

Material shall be of uniform quality as produced by the crushing operation. It shall be free from an excess of thin or elongated particles, wood, shells, coatings of clay or other deleterious material. The preferred grading limits are:

SIEVE SIZE		% PASSING (by wt.)
9.5 mm	(3/8-in)	100 - 100
4.75 mm	No. 4	60 - 79
1.18 mm	No.16	18 - 38
0.30 mm	No.50	5 - 18
0.075 mm	No.200	0 - 9

- d) Item 5 - 19 mm to 37.5mm (3/4-in to 1-1/2-in) Clear Crushed Coarse Aggregate for Asphaltic Concrete

Material shall be of uniform quality, crushed to size as necessary and shall consist of sound, tough, durable, highly angular, mechanically crushed fragments, with minimum 90% two or more fractured faces. It shall be free from an excess of flat or elongated particles, wood, shells, coatings of clay or any other deleterious material. Aggregates with known objectionable polishing characteristics are not acceptable. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
37.5 mm	(1-1/2 in)	100 - 100
25 mm	(1 in)	50 - 80
19 mm	(3/4 in)	25 - 60
12.5 mm	(1/2 in)	0 - 12
9.5 mm	(3/8 in)	0 - 5
4.75 mm	No. 4	0 - 1

- e) e) Item 14 - 2.36 mm TO 19 mm (No. 8 to 3/4-in) Clear Crushed Coarse Aggregate

Material shall be of uniform quality, crushed to size as necessary and consisting of sound, tough durable, highly angular and 100% mechanically crushed fragments with a minimum 90% of the material by weight retained on a 4.75 mm sieve having at least two or more fractured faces. It shall be free from an excess of thin or elongated particles, wood, shells, coatings of clay or any other deleterious material. Aggregates with objectionable polishing characteristics are not acceptable. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
19 mm	(3/4-in.)	100 - 100
12.5 mm	(1/2-in)	86 - 96
9.5 mm	(3/8-in)	45 - 64
4.75 mm	(No. 4)	3 - 12

2.36 mm	(No. 8)	0 - 5
1.18 mm	(No. 16)	0 - 1

f) item 15 - 2.36 mm to 25 mm (No. 8 to 1 in) Clear Crushed Coarse Aggregate

Material shall be of uniform quality, crushed to size as necessary and shall consist of sound, tough, durable, highly angular, 100% mechanically crushed fragments, with a minimum 90% of the material by weight retained on a 4.75 mm sieve having at least two or more fractured faces. It shall be free from an excess of flator elongated particles, wood, shells, coatings of clay or any other deleterious material. Aggregates with objectionable polishing characteristics are not acceptable. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
25 mm	(1-in)	100 - 100
19 mm	(3/4-in)	82 - 95
12.5 mm	(1/2-in)	28 - 60
9.5 mm	(3/8-in)	8 - 30
6.3 mm	(1/4-in)	4 - 12
4.75 mm	(No. 4)	2 - 9
2.36 mm	(No. 8)	0 - 3
1.18 mm	(No. 16)	0 - 1

g) Item 21 - 9.5 mm Minus Combined Crushed Aggregate

Material shall be of uniform quality, crushed to size or blended as necessary and shall consist of sound, tough, durable, highly angular, 100% mechanically crushed fragments with a minimum of 90% of the material by weight retained on a 4.75mm sieve having at least two fractured faces. Material finer than 4.75 mm sieve size must have angularity and sand equivalent values of 45 or higher. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
9.5 mm	(3/8-in)	100 - 100
4.75 mm	(No. 4)	46 - 66
2.36 mm	(No. 8)	24 - 44
1.18 mm	(No. 16)	15 - 30
0.60 mm	(No. 30)	8 - 22
0.30 mm	(No. 50)	4 - 14
0.15 mm	(No. 100)	2 - 9
0.075 mm	(No. 200)	0 - 6

2.2 BACKFILL ITEMS

- a) Item 7 - 19 mm to 25 mm (3/4-in to 1 in) Clear Round Gravel (Drain Rock)

Material shall be of uniform quality, thoroughly washed free of sand, silt and clay and should not contain more than 15% crushed fragments. It shall consist of durable particles capable of withstanding the effects of handling and spreading without degradation productive of deleterious fines. Its main usage is for covering drain tile. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
25 mm	(1 in)	100 - 100
19 mm	(3/4 in)	0 - 100
12.5 mm	(No. 8)	0 - 30
9.5 mm	(No. 16)	0 - 3

- b) Item 9 - 25 mm Minus Combined Crushed Aggregate (Mulch)

This material shall be of uniform quality, crushed to size as necessary and consisting of sound, tough, durable, mechanically crushed fragments with the portion retained on a 9.5 mm sieve not being less than 60% crushed. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
25 mm	(1-in)	100 - 100
19 mm	(3/4-in)	95 - 100
12.5 mm	(1/2-in)	61 - 95
9.5 mm	(3/8-in)	45 - 85
4.75 mm	(No. 4)	35 - 60
2.36 mm	(No. 8)	26 - 47
1.18 mm	(No. 16)	20 - 39
0.6 mm	(No. 30)	13 - 29
0.3 mm	(No. 50)	8 - 21
0.15 mm	(No. 100)	5 - 15
0.075 mm	(No. 200)	2 - 8

- c) Item 13 - 75 mm Crushed Tailings

Material shall be a well-graded 75 mm minus 100% crushed quarried material of uniform quality suitable for use in fills and road subgrade. It shall consist of durable particles capable of withstanding the effects of handling, spreading and compacting without degradation productive of deleterious fines. The grading limits are:

SIEVE SIZE		% PASSING (by wt.)
75 mm	(3-in)	100 - 100
19 mm	(3/4-in)	40 - 50
4.75 mm	(No. 4)	20 - 35
0.075 mm	(No. 200)	2 - 8

d) Item 17 - Fill Sand

Material shall be of uniform quality and unwashed river sand or any clean sand containing less than 5% passing the 0.075 mm sieve size. It can contain a limited amount of small stones or rocks as it comes from the pit. This material is used for deep fills where a granular material is required. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
12.5 mm	(1/2-in)	100 - 100
9.5 mm	(3/8-in)	91 - 100
4.75 mm	(No. 4)	83 - 100
2.36 mm	(No. 8)	73 - 94
1.18 mm	(No. 16)	57 - 76
0.60 mm	(No. 30)	33 - 55
0.30 mm	(No. 50)	10 - 37
0.15 mm	(No. 100)	4 - 17
0.075 mm	(No. 200)	0 - 5

2.3 CONCRETE ITEMS

a) Item 10 - Clear Torpedo

This material shall be of uniform quality, consisting of clean, hard particles free from dust, oversized and undersized particles, flat or elongated particles or other deleterious materials. The grading limits shall be:

SIEVE SIZE		% PASSING (by wt.)
9.5 mm	(3/8-in)	100
6.35 mm	(1/4-in)	40 - 60
4.75 mm	(No. 4)	0 - 5
2.36 mm	(No. 8)	0 - 1



CORPORATE SERVICES GROUP
Supply Management
Purchasing Services

Invitation To Tender
No. PS09004
Supply and Delivery of Mineral Aggregates

To acknowledge your intent to submit a Tender, and to ensure that you receive the required information, please submit this form to the person identified below before close of Business Day, Tuesday, February 3, 2009 (the "Response Notification Deadline").

Donna Lee
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

We **WILL** / **WILL NOT** submit a Tender for
"ITT PS09004 - Supply and Delivery of Mineral Aggregates"
by the Closing Time of 3:00 PM Tuesday February 17, 2009.

Authorized Signatory

Name & E-mail Address (Please Print)

Date



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL /
TENDER**

Section 2 through 8 - to be completed by the Insurer or its Authorized Representative

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

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
- | | |
|-----------------------------------|---|
| INSURER _____ | Insured Values (Replacement Cost) - |
| TYPE OF COVERAGE _____ | Building and Tenants Improvement \$ _____ |
| POLICY NUMBER _____ | Contents and Equipment \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |
4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
- Including the following extensions:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Personal Injury | INSURER _____ |
| <input checked="" type="checkbox"/> Property Damage including Loss of Use | POLICY NUMBER _____ |
| <input checked="" type="checkbox"/> Products and Completed Operations | POLICY PERIOD From _____ to _____ |
| <input checked="" type="checkbox"/> Cross Liability or Severability of Interest | Limits of Liability (Bodily Injury and Property Damage Inclusive) - |
| <input checked="" type="checkbox"/> Employees as Additional Insureds | Per Occurrence \$ _____ |
| <input checked="" type="checkbox"/> Blanket Contractual Liability | Aggregate \$ _____ |
| <input checked="" type="checkbox"/> Non-Owned Auto Liability | All Risk Tenant's Legal Liability \$ _____ |
| | Deductible Per Occurrence \$ _____ |
5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles.
- | | |
|-----------------------------------|---|
| INSURER _____ | Limits of Liability - |
| POLICY NUMBER _____ | Combined Single Limit \$ _____ |
| POLICY PERIOD From _____ to _____ | <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |
6. UMBRELLA OR EXCESS LIABILITY INSURANCE
- | | |
|-----------------------------------|---|
| INSURER _____ | Limits of Liability (Bodily Injury and Property Damage Inclusive) - |
| POLICY NUMBER _____ | Per Occurrence \$ _____ |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____ |
| | Self-Insured Retention \$ _____ |
7. PROFESSIONAL LIABILITY INSURANCE
- | | |
|-----------------------------------|--|
| INSURER _____ | Limits of Liability |
| POLICY NUMBER _____ | Per Occurrence/Claim \$ _____ |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____ |
| | Deductible Per Occurrence/Claim \$ _____ |

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

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

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



CERTIFICATE OF INSURANCE [To be completed and submitted by successful Tenderer upon Notice of Award in accordance with Part B - Section 20.6]

Section 8 b) - to be completed by City staff. Select # of days Written Notice is required. Section 2 through 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS:

LOCATION ADDRESS:

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

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) INSURED VALUES: (Replacement Cost) Building and Tenants Improvement: \$ Contents and Equipment: \$ Deductible Per Loss: \$

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Personal Injury Products and Completed Operations Cross Liability or Severability of Interest Employees as Additional Insureds Blanket Contractual Liability Non-Owned Auto Liability INSURED VALUES: Per Occurrence: Aggregate: All Risk Tenant's Legal Liability: Deductible Per Occurrence:

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles LIMITS OF LIABILITY: Combined Single Limit: If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Per Occurrence: Aggregate: Self-Insured Retention:

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE Dated: PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

(To be submitted with Form of Tender)

Should it be required, we the undersigned Surety Company do hereby consent and agree to become bound as sureties in an approved Contract Performance Bond in the amount of fifty percent (50%) of the awarded Total Tender Price for the fulfillment of the CONTRACT and for the performance of the Requirements as described herein, which may be awarded to _____ at the price set forth in the attached Tender, which Performance Bond we understand are to be filed with the City of Vancouver within 7 calendar days of the issuance of the Notice of Award of the Contract to the Contractor.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

Dated this _____ day of _____ 2009

Signature and Corporate Seal of Surety Company licensed to conduct business in the Province of British Columbia:

(C/S)

Name of Surety Company

Authorized Signatory

Print Name and Title

(To be Submitted with Form of Tender)

To: City of Vancouver

RE: [_____ PS _____]

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby, undertake and agree to

- (1) insure the Contractor in the amount of \$5,000,000 Commercial General Liability Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver, and its officials, officers, employees, and agents as additional insureds;
 - B. state that such policy applies to each insured in the same manner and to the same extent as if separate policies had been issued to each insured named on the policy (cross liability and severability of interests endorsement);
 - C. state that the policy cannot be cancelled, or coverage materially reduced without at least 60 days written notice delivered to the City of Vancouver's Project Manager; and
 - D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,
- (2) insure the Contractor for the full replacement cost value of the Product with All Risk Property Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver as an insured;
 - B. naming the City of Vancouver as a loss payee stating that proceeds will be payable to the Contractor and City as their interests may appear;
 - C. containing a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,
 - D. state that the policy cannot be cancelled, or coverage materially reduced without at least 60 days written notice delivered to the City of Vancouver's Project Manager; and
 - E. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,
- (3) insure the Contractor for the Hull and Machinery Insurance and Protection and Indemnity Insurance as outlined in the Tender Documents and agree to:

- A. name the City of Vancouver as an additional insured or co-insured under the Protection and Indemnity Insurance;
 - B. include, for the Hull and Machinery Insurance, a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,
 - C. state that the policy cannot be cancelled, or coverage materially reduced without at least 60 days written notice delivered to the City of Vancouver's Project Manager; and
 - D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,
- (4) insure the Contractor for all Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein:

If the Contract is awarded to:

EXCEPTIONS:

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

BY: _____ TITLE:

The "Certificate of Existing Insurance" in Appendix 3 should be completed and signed and enclosed with this Appendix 6 both of which are to be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

1.0 Definitions

- a) “Owners” means City of Vancouver
- b) “Prime Contractor” means a Contractor designated by the Owner (City) to be the Prime Contractor on a project with respect to occupational health and safety ONLY.

2.0 Responsibilities

- a) Proof of Qualification to act as Prime Contractor.
 - i) Contractor is to provide a copy of their WorkSafeBC “Clearance Letter”, a signed copy of this Prime Contractor Agreement and all other documents requested by the City Engineer.
 - ii) The Prime Contractor is to notify the City of any changes of status with the WorkSafeBC during the course of the Contract.
- b) After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:
 - i) Ensure the health and safety of the workers on the project.
 - ii) Inform all other employers for the project that they are the Prime Contractor.
 - iii) Coordinate all occupational health and safety activities for the project.
 - iv) Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the Workers Compensation Act, and the WorkSafeBC OHS Regulation.
 - v) Review and complete a “Pre-Job Meeting Form” if the City Engineer requests.
 - vi) For construction projects, post the Notice of Project on the Work Site and to WorkSafeBC.
 - vii) See WorkSafeBC OHS Regulation 20.2 for the general requirements of a Notice of Project.
 - viii) On a Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
 - ix) On a Work Site, provide the information listed in WorkSafeBC OHS Regulation 20.3(4).
- c) Prime Contractor’s Qualified Coordinator (Construction Only)
 - i) Duties of the Qualified Coordinator are listed in WorkSafeBC OHS Regulation Clause 20.3(3) or page 13 of the City’s Multiple Employer Workplace / Contractor Coordination Program (2003).

3.0 Designation

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a Prime Contractor as outlined in the City's Contractor Coordination Program (2003), *Part III* of the *Workers Compensation Act*, and *WorkSafeBC OHS Regulation*.

As a Contractor signing this Prime Contractor agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with *WorkSafeBC Occupational Health and Safety Regulation* and *Part III* of the *Workers Compensation Act*.

Any WorkSafeBC violation by the Prime Contractor may be considered a breach of your Contract with the City resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above.

By signing this Prime Contract Agreement, I agree as a representative of the Contractor to accept all responsibilities of the Prime Contractor for this Contract.

Date:

Contract #

Name of Contractor

Qualified Coordinator's Name:

Name/Signature of Authorized
Representative/ Signatory of Prime
Contractor

PRINT NAME and SIGN