



INVITATION TO TENDER PS09068 (the "ITT")

SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE, MANHOLE
SECTIONS AND TOPS

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 of 3:00:00 P.M. Vancouver Time, Tuesday June 16, 2009, and they will be opened and publicly registered at 11:00:00 A.M. Wednesday, June 17, 2009.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name, and the ITT Title and Number.
2. The occurrence of the Closing Time will be determined exclusively and conclusively by 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 the 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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NOTE: Definitions given to any terms anywhere in the ITT will apply throughout the ITT, except where explicitly stated otherwise or the context otherwise requires.

1.0 Description of Requirements

1.1 The City invites Tenders for the supply and delivery of reinforced concrete pipe, manhole sections and tops further described in the Part C - *Requirements* portion of the ITT (the "Requirements").

1.2 Tenderers may bid on all or part of the Requirements.

2.0 Contract Term

2.1 It is intended that the Term of the Contract to be awarded in connection with the ITT will be three (3) years commencing on the Acceptance 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 any additional or other written agreement in respect thereof, the Contract will be deemed to be renewed on a month to month basis on the same terms and conditions as before the expiry of the Term and may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

3.0 Pricing

3.1 Prices are to be quoted in Canadian currency, F.O.B. the Delivery Site, unloading costs, import duties, brokerage fees, royalties, handling costs, overhead, profit and all other costs, expenses and allowances included therein.

3.2 Prices shall include all charges above except for delivery, GST and PST (delivery to be shown separately in the Schedule of Prices and Quantities in Part D - Form of Tender).

3.3 A price list covering all sizes and classes of pipe, manhole sections and tops and other miscellaneous fittings available from the supplier, shall be submitted with this Tender and the discounts taken from this list to calculate the net prices shown in the Schedule of Prices and Quantities shall also be stated. Said discounts and price lists shall apply for any pipe, manhole sections and tops and other fittings not listed in the Schedule of Prices and Quantities that the City may require during the Contract.

3.4 The Contract Price shall remain fixed for the first twelve (12) months of the Term. Discounts shall remain firm for the duration of the Contract.

3.5 The Contract Price may be adjusted at the end of each twelve (12) month period of the Term in accordance with provisions of this Section 3.0. If the Contractor wishes to obtain an increase in the Contract Price at the end of any twelve (12) month period during the Term, the Contractor must first demonstrate to the City, to its satisfaction, that such a price increase would be reasonable and fair, by presenting the City with evidence, that the City, in its discretion, considers to be credible and probative, demonstrating conclusively that the Contractor's costs in supplying the Products to the

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City have increased or will increase by means entirely outside of the Contractor's control. If at any time during the Term the economy is in general deflationary state, the City may request that the Contractor demonstrate to the City, to its satisfaction, that the Contractor's costs in supplying the Products to the City have not decreased by means outside of the Contractor's control, by presenting the City with evidence, that the City, in its discretion, considers to be credible and probative, demonstrating conclusively that the Contractor's supply costs for the Products have not decreased and, within seven (7) days of making such a request, the Contractor will provide such evidence to the City or show the City that there have been no such changes to the Contractor's costs or if there have been such changes how such changes to its costs of performing the Work do no justify a downward change in Contract Price. The Contractor will provide to the City, on the City's request, at anytime during the Term, full, free access and audit rights with respect to all of the Contractor's financial records in order to verify any increases and decreases in the Contractor's supply costs related to the Contract Price.

- 3.6 On any request from the Contractor for an increase in the Contract price or in any circumstance as described above in which the City has requested Products supply cost information from the Contractor, the City will review the supporting evidence, as described above, submitted to it by the Contractor (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 anniversary date of the Contract and the parties will retroactively adjust the Contract Price to such date without interest. 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 Inquiries and Clarifications

- 4.1 It is the responsibility of all Tenderers to thoroughly examine the ITT in its entirety and satisfy themselves that they fully understand the ITT and the Requirements. Any Tender inquiries about the ITT are to be made in written form only, and delivered by fax or e-mail to the City's contact person as shown on the cover page. For any such inquiries that are substantive in nature and/or circumstances in which the City considers it to be advisable, the City will issue an addenda and/or amendments to the ITT.

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5.0 Conduct of the Contract

5.1 The City's Manager - Supply Management will have conduct of the ITT.

6.0 Inspection of Site - Intentionally Omitted

7.0 Submission of Tender

7.1 Tenders are to be delivered to the City, to the location shown on the ITT Cover Page, by no later than the Closing Time. Any Tenders received by the City after the Closing Time or in locations other than the location specified on the cover page of the ITT, may or may not be accepted and may be returned unopened.

7.2 All Tenders are to be submitted in the form shown in Part D - Form of Tender portion of the ITT (the "Form of Tender"), and enclosed in a sealed envelope or package, and marked with the Tenderer's name and the ITT title and number as more particularly described below:

- a) Completed Part D - Form of Tender;
- b) Amendments, Questions & Answers and Clarifications, all duly signed and acknowledged by the Tenderer;
- c) Documents required pursuant to Table 1 on Page PF1 of Part D - Form of Tender; namely,
 - i) Appendix 1 - Certificate of Existing Insurance;
 - ii) Appendix 3 - Undertaking of Insurance;
 - iii) Price List - Pipe, Manhole Sections and Tops;
 - iv) Methodology - Ladder Rungs;
 - v) Test Results

7.3 The Tenderer should submit two (2) copies of its Tender in accordance with the instructions stated in the ITT.

7.4 Tenders are to be completed in English.

7.5 Tenderers are to enter their corporate or legal business name on the first page of the Form of Tender. The Form of Tender is to be signed by an authorized signatory of the Tenderer in the place provided. The authorized signatories of Tenderers are to initial all other pages of the Form of Tender in the spaces provided.

7.6 Amendments to a Tender may be submitted only if they are delivered to the City in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.

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- 7.7 All Tenders are irrevocable after the Closing Time. Tenders may be withdrawn only prior to the Closing Time, by delivery to the City of a written notice duly signed by a Tenderer's authorized signatory and delivered prior to the Closing Time to the City's Purchasing Services Office at the location described on the cover page of the ITT.
- 7.8 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 any liabilities on the City's part connected with the ITT, the conduct or outcome of the ITT, and/or all related processes, decisions and procedures, and any and all City duties and obligations in connection with all of the foregoing, are 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 the City makes a payment of that amount into (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose):
- a) The City will be fully released and discharged of all further liability; and
 - b) the Tenderer, upon the request from time to time of the City, execute and deliver to the City, in its favour, a written form of release of all claims and liabilities connected to the foregoing matters (in such form as the City may reasonably prescribe).
- 8.0 Bid Bond - Intentionally Omitted
- 9.0 Declaration - No Conflict of Interest/ No Collusion
- 9.1 Declaration as to Conflict of Interest
- The Tenderer now confirms and warrants that, except as the Tender has disclosed pursuant to Section 1.1 of the Form of Tender, there is no officer, director, shareholder, partner or employee or other person connected in any other way, directly or indirectly, with the Tenderer (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,
- such that there would be any conflict of interest or any appearance of conflict of interest in connection with the City's evaluation or consideration of its Tender.

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9.2 Declaration as to Collusion

The Tenderer now confirms and warrants that, except as the Tender has disclosed pursuant to Section 1.2 of the Form of Tender:

- 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 the ITT; and
- b) the Tenderer is not competing within the ITT process with any entity with which it is legally or financially associated or affiliated.

10.0 Evaluation of Tenders

10.1 Tenders will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other factors the City may take into consideration, including, but not limited to:

- a) the Tenderer's ability to meet the Requirements, and the qualifications and competencies set out in the ITT;
- b) the Tenderer's price offer, including but not limited to prices, operating production and maintenance costs, warranty, and any life cycle considerations;
- c) the Tenderer's business and technical reputation and capabilities and experience and, where applicable, the experience of its personnel, its financial stability and track record and references of current and former customers; and or/
- d) equipment quality, configuration, age and condition;
- e) ability to ensure supply;
- f) conformance of the offered Products to the Specifications;
- g) City's previous experience with the Tenderer and or Products offered and or/
- h) location of Contractor maintained stock facility within City of Vancouver boundaries.

10.2 The City may elect to short-list some 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 awarding any Tenderer a Contract in connection with the ITT, the City may require the Tenderer to demonstrate to the City's satisfaction that the Tenderer is financially stable. Should the City make such a request, the Tenderer will be required

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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 Prior to awarding any Contract to any Tenderer in connection with the ITT, the City may negotiate with any or more of the Tenderers changes to the Requirements and/or terms or conditions of the ITT and it may do so without having any duty or obligation to inform any other Tenderers of such negotiations or to permit them to modify their Tender prices as a result of the changes to the Requirements and the City will have no liability to any such other Tenderer as a result of such negotiations or changes.
- 10.5 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 the ITT.
- 10.6 Preference may be given to Tenders offering environmentally beneficial Products or services.

11.0 Solicitation

- 11.1 The City will be entitled to reject the Tender of any Tenderer who or that at anytime in any way does anything directly or indirectly to influence any official, officer, employee, agent or elected official of the City with respect to the Tender.

12.0 Acceptance and Rejection of Tenders

- 12.1 Notwithstanding any other provision in the ITT, the City, in its discretion, has 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 priced Tender;
 - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in the ITT;
 - f) reject a Tender even if it is the only Tender received by the City;
 - g) accept all or any part of any Tender or Tenders; and
 - h) accept more than one Tender by splitting the award of Contract, and the fulfilment of the Requirements, between or amongst the Tenderers submitting them.
- 12.2 All Tenders are irrevocable and will remain open for acceptance until sixty (60) days after the Closing Time, regardless of whether or not the City has accepted any Tender during that period.

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- 12.3 Any deviations from the Requirements, Specifications or the conditions specified in the ITT contained in any Tender must be stated clearly 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 the ITT.
- 12.4 The City, in its discretion, may waive with respect to any Tender any non-compliance with the ITT and may elect to Tenders that are non-conforming in respect of the ITT, that is, any Tenders that are not in the form, do not contain all of the content or have been submitted to the City in a way that do not comply with the tendering process required by the ITT.
- 13.0 Award of Contract
- 13.1 The award of a Contract in respect of the ITT may be contingent on funds being approved and an award of contract being made by City Council.
- 13.2 The Tender response, ITT, any purchase order(s) and such other documents, including without limitation, all amendments or addenda to the ITT (the "Contract Documents"), will contain the terms and conditions of a contract, in respect of the subject matter of the ITT, between the City any Tenderer to whom the City chooses to award a Contract. In the event of any conflict between or amongst any of the Contract Documents, they will be interpreted so as to take precedence and govern over each other in the following order of priority from highest to lowest:
- a) subject to Section 13.2, the City's purchase orders, including, without limitation, the standard purchase order terms and conditions (which may be downloaded from <http://vancouver.ca/bid/terms.htm>);
 - b) any written amendments as agreed between the Tenderer and the City to any of the Contract Documents;
 - c) the Tender; and
 - d) the ITT and any amendments and addenda thereto.
- 13.3 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.
- 13.4 The City is not under any obligation to award any Contract in respect of the ITT to any Tenderer and may elect to terminate the ITT at anytime.
- 14.0 Quantities
- 14.1 The quantities stated in the ITT are only the City's best estimates of the Requirements and Tenderers should not consider such estimates to be fixed quantities. Actual quantities will likely vary, but the Tenderer's unit prices will remain fixed regardless of the actual variances in quantities actually required by the City. The City will pay the

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Contract price only for quantities of Products the City actually orders and that the Contractor actually delivers to the City in accordance with the Contract.

- 14.2 It may be desirable for the City to award one or more Contracts, so that Products may be obtained from the depot that would produce the lowest “on site” cost after hauling costs are considered. Therefore, no guarantee is made or given with respect to the quantities set out herein.
- 14.3 All estimated quantities of pipe shown as fifty (50) metres, manhole sections shown as ten (10) metres, and slab tops shown as five (5) only, should be considered as nominal quantities and are for the comparison of Tenders. The City may not purchase any of these items during the term of the Contract.

15.0 Brand Names

- 15.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, a Products other than that specified is proposed in any Tender, the Tender must explicitly include the name of such Products, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Tender provide specific evidence of equivalency.

16.0 Alternates and/or Variations to Specifications

- 16.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the City’s quality and performance requirements in respect of the subject matter of the ITT, and Tenderers should bid in accordance with such Specifications, or, if a Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be an 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 submitting a Tender that specifically addresses the Requirements and the Specifications as required by the ITT, the Tenderer wishes to offer in some way an alternative to the Requirements and/or the Specifications as set out in the ITT, this can be done by the Tenderer submitting a separate additional Tender in the form required by the ITT and containing the alternatives suggested.
- 16.4 The City is not obligated to accept any Tenders offering alternatives to the Requirements and/or the Specifications as set out in the ITT.
- 16.5 The City will determine what might constitute permissible alternatives to the Requirements and Specifications as set out in the ITT.

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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.

18.2 The City may or may not reject Tenders that propose 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 ITT or announcing the results of the tendering process related thereto, the City will treat as confidential, in substantially the same manner as it treats its own confidential material and information, all materials and information any Tenderer expressly submits to the City in confidence and the City's evaluation of any such materials and information.

In submitting Tenders, all Tenderers irrevocably waive all rights they may have by statute, at law or in equity to obtain any records produced or kept by the City in evaluating the Tenders and under no circumstances will Tenderers make any requests of any kind to the City for disclosure of any records pertaining to the receipt, evaluation or selection of any Tender (or any other submissions), including, without limitation, their own.

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19.3 All City Data/Information is Confidential

Tenderers 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, Tenderers 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 possession or knowledge of the Tenderers in connection with this Tender process will be confidential and may not be disclosed or utilized in any way except in accordance with the ITT.

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 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).

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 held Tender opening procedure:

- a) the information supplied by the Tenderer in response to the ITT 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 or 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.

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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.

“Acceptance Date” means that date which the Term of the Contract commences;

“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, created on the City’s acceptance of a Tender in accordance with the ITT, between the City and the successful Tenderer in connection with the ITT and the subject matter thereof by which the Tenderer will be obligated to fulfil the Requirements described in the ITT and contained in the Contract Documents;

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

“Contract Price” means the price(s) for the Products and/or Work set out in the Tender as accepted by the City;

“Contractor” means the Tenderer (whether an individual, partnership or corporation or any combination thereof) whose Tender the City accepts and to whom the City awards a Contract pursuant to the ITT;

“Delivery Date” means the date(s) on which the City by Purchase order requires the Contractor to deliver the Products to the City;

“Delivery Site” means the various job sites located within the boundaries of the City of Vancouver, unless otherwise stated in the ITT;

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“F.O.B.” means that all risks and all costs of freight, insurance, brokerage, customs duties and all other costs of full delivery of the Products to the Delivery Site(s) will be borne by the Contractor until fully delivered to the Delivery Site and duly accepted there by the City and that ownership and title to the Products transfers to the City when same are fully delivered to the Delivery Site and duly accepted there by the City;

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

“Products” means, reinforced concrete pipe, manhole sections and tops to be supplied to the City pursuant to the Contract, as more specifically described in the ITT;

“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;

“Purchase Order” means any document the City delivers to the Contractor by which the City orders from the Contractor the supply and delivery of Products;

“Requirements” means all of the Specifications and other requirements described and set out in the ITT in respect of the subject matter thereof;

“Specifications” means Products specifications as described in the Part C - Requirements portion of the ITT.

“Tender” means a Tender submitted to the City in response to the ITT;

“Tenderer” means the person, partnership, corporation or any combination thereof submitting a Tender;

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

“Term” means the term of the Contract starting on the Date of Acceptance and expiring on the third anniversary of the Date of Acceptance, unless cancelled or terminated at an earlier date or extended or renewed in accordance with the Contract Documents;

“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;

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“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 8.1 of the Form of Tender 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

4.1 The Contractor is an independent Contractor to the City, and the Contractor and its sub-contractors and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

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5.0 Sub-Contractors

- 5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract or in any other way let out the performance of any part of the Requirements to any third party except in accordance with the Contract Documents or 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 9.1 of the Form of Tender 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, sub-contract, 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 of the performance of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Requirements in accordance with the Contract, but shall continue to be responsible for the same in the same manner as if all the Requirements 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 fulfilling 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 Products containing asbestos shall be supplied at any time without written authorization from the City.

9.0 Products Standards

- 9.1 The Products shall comply with all standards referred to in the Specifications.

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10.0 Changes in Requirements

10.1 City May Request

The City, by giving written notice to the Contractor, may at any time during the Term 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 Contract Price that should reasonably be made as a result of such change in the Requirements, or will notify the City that no adjustment is required. If adjustments to the Contract Price are reasonably required and the City confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be so amended as agreed by the City.

10.2 Disputes Over Requested Change

If the City determines that any such adjustments to the Contract Price are unacceptable, or that an adjustment or alternate adjustment to the Contract Price should be made in connection with a change in the Requirements, 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 question of an adjustment 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 the Contract without the proposed change in Requirements; or
- 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 Products (as those categories are set out in Form of Tender) , or
 - ii) One hundred twenty (120) days prior written notice of cancellation with respect to a cancellation of the Contract (excluding any and all Products 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 Products delivered to the City pursuant to the Contract. The Contractor will comply with all such orders and instructions 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 Contract 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 the City's Designated

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Representative will not constitute an acknowledgment by the City as to the validity of the Contractor's claim that such orders or instructions are not authorized by the Contract, 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 Requirements and the giving of such late 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 8:00 a.m. and 2:30 p.m. on Business Days only, unless other arrangements have been agreed to in writing. A material safety data sheet ("MSDS") must accompany all shipments containing Products regulated under WHMIS legislation.

12.0 Quality of Products

12.1 All Products supplied to the City pursuant to the Contract will be new, the latest version thereof, free and clear of all liens, charges and encumbrances and complete with all accessories necessary for full use thereof and will be the Products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of the Products in accordance with the Requirements.

13.0 Inspection

13.1 All Products supplied to the City pursuant to the Contract is subject to the City's inspection and acceptance upon delivery to the City. The City has the right to refuse to accept any Products the Contractor delivers to it that does not meet the Specifications, the Contract's quality requirements or the Contractor's warranty (expressed or implied).

13.2 The City will accept or reject with reasonable promptness all Products delivered to it pursuant to the Contract, but any failure on the part of the City to inspect and accept or reject any of the Products delivered to it pursuant to the Contract will not relieve the Contractor from its obligation under the Contract to deliver Products that meets the Specifications and is of the quality required by the Contract.

13.3 The City, in its discretion, will be the final judge of in respect of the quality and quantity of all Products delivered to it pursuant to the Contract and its decisions with respect to any disputes with regard thereto between it and the Contractor will be final. The Contractor, at its expense will take back any Products it has delivered to the City which the City rejects as not meeting the Specifications or as not being of the quality required under the Contractor.

13.4 The City will not be deemed by virtue of having made any payment to the Contractor to have accepted any Products delivered to it under the Contract.

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14.0 Warranty

- 14.1 The Contractor now warrants that all Products it delivers to the City pursuant to the Contract will be in full conformity with the Specifications, and anytime the Contractor presents a sample of Products to the City as being representative of Products supplied will be a sale by sample and a sale by description within the meaning of the *Sale of Goods Act* (BC).
- 14.2 The Contractor further warrants that all Products it delivers to the City pursuant to the Contract will be of merchantable quality and fit for its intended use and that it will perform according to the requirements set out in the ITT.
- 14.3 All Products supplied to the City pursuant to the Contract will be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation.
- 14.4 At a minimum, the Contractor will provide to the City a one (1) year warranty on all Products supplied to the City pursuant to the Contract.
- 14.5 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party Products have been fully authorized by that third party.
- 14.6 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

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.

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17.0 Clean Up

17.1 The Contractor shall at all times conduct the Requirements in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the Delivery Site, except into a suitable container.

18.0 Indemnification

18.1 The Contractor will indemnify the City for and hold it harmless from any and all losses, injuries, damages or expenses that the City may suffer, incur or experience and any demands, claims, actions or other proceedings made or in any way advanced against the City in respect of any loss, injury, damage or expense suffered, incurred or experienced by any other person or entity as a result of any act or omission of the Contractor in connection with the Contract.

18.2 The Contractor will indemnify the City from and against any and all liability and legal expenses in respect of any claim made against the City or any City property 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 in connection with any Products supplied by the Contractor supplied to the City pursuant to the Contract.

19.0 Termination

19.1 The City may terminate the Contract at anytime:

- a) with thirty (30) days written notice to the Contractor at any time during the Term the Contractor fails to deliver Products within the time required by the City or fails to perform any other provisions, terms or conditions of the Contract as required by the Contract;
- b) immediately without notice to the Contractor, in the event of any failure of the Contractor to meet the safety requirements of the Contract;
- c) immediately without notice to the Contractor, 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;
- d) immediately without notice to the Contractor, 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; Or
- e) immediately without notice to the Contractor, in the event of the Contractor in any way ceasing to exist as a legal entity; and

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- f) with thirty (30) days notice to the Contractor, if at anytime during the Term the City, in its discretion, determines that it no longer needs to purchase the Products.
 - 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such Products as have been duly supplied and delivered to the City up to the date of the termination of the Contract.
 - 19.3 Upon termination of the Contract, the City may procure from sources other than the Contractor goods, materials, equipment and/or services equivalent or substantially similar to the Products and the Contractor will be liable to the City for any costs the City incurs in respect thereof that is additional to the price for which the Contractor has agreed to supply the Products to the City under the Contract. The City will not be liable to the Contractor in any way under the Contract in circumstances in which the Contractor cannot access the Delivery Site to deliver the Products as required under the Contract because of strikes, lockouts of Acts of God.
- 20.0 Insurance
- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor, at its expense and its sub-contractors, at their expense, shall obtain and continuously carry during the Term of the Contract, the following insurance coverage described 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 The Contractor shall provide the City with evidence of all required insurance in the form included in the ITT as Appendix 2 - *Contractor's Certificate of Insurance* upon award. 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

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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 agents against claims for damages, personal injury including death, bodily injury and property damage which may arise in connection with the Contractor's performance under this Contract.

The coverage limit of the commercial general liability insurance required hereby shall be not less than two million dollars (\$2,000,000) 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

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(\$2,000,000) 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.

21.0 Worksafe BC Compliance

- 21.1 The Contractor will be required to provide evidence that it (and/or the Sub-Contractor who is responsible for delivering the Products 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, 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 Work under this Contract at the Delivery Site for the purposes of the WorkSafeBC Rules.
- 21.5 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 from any involvement with the Contract any employee, sub-contractor or agent for any reason the City reasonably considers to be sufficient, including but not limited to the following:
 - a) intoxication while performing under the Contract;

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- b) use of foul, profane, vulgar or obscene language or gestures while performing under the Contract;
- 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 while performing under the Contract; or
- e) any action in the performance of the Contract that may be 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 Unavoidable Delay. For the purposes of this section, "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 Products within twenty five (25) calendar days of any 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 (if any) 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 fulfil 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 any payment due from the City to the Contractor.

25.0 Dispute Resolution

25.1 All claims, disputes or issues in dispute between the City and the Contractor in relation to the Contract shall be decided by:

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- a) reasonable good faith negotiations between the parties;
 - b) failing that, by good faith mediation between the parties;
 - c) failing that by arbitration; or
 - d) failing that, by a court of competent jurisdiction within the Province of British Columbia and governed by the laws of British Columbia.
- 25.2 Any arbitration between the City and the Contractor carried out pursuant to the Contract 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 All dispute resolution proceedings as described above that carried out in connection with the Contract will be carried out in the City of Vancouver, British Columbia and be governed by the laws of British Columbia.
- 25.4 The costs of any arbitration of any disputes between the Contractor and the City in respect of the Contract will be paid by the unsuccessful party to the arbitration.
- 26.0 Contract Price/Payment
- 26.1 The City will pay the Contractor from time to time for the supply of Products pursuant to the Contract net thirty (30) days from receipt of invoice or acceptance of the Products, whichever is 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).
- 27.0 Taxes
- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor as required by law.
- 27.2 The Contract Price is 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 - Intentionally Omitted
- 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 the Contract will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in

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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 under the Contract, 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.

32.0 Samples

32.1 The City may request at anytime during the Term that the Contractor provide the City with samples of the Products and within five (5) business days from such request the Contractor will provide the City with the samples requested.

32.2 All Products the Contractor supplies to the City under the Contract shall be exactly the same in all respects as any Products the Contractor gives to the City as a sample thereof and which the City informs the Contractor is acceptable Products.

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PART C - REQUIREMENTS

1.0 Scope of Contract

1.1 For the supply and delivery of reinforced concrete pipe, manhole sections and tops, as, if and when required for the Term of the Contract. This includes the supply of all Products, transportation to City of Vancouver jobsites and unloading of the Products at the jobsites by the Contractor or the Contractor's Sub-Contractor or pickup by City forces from the Contractors facility where the Contractor shall be required to load City operated or hired trucks.

2.0 Requirements

2.1 Reinforced Concrete Pipe:

All reinforced concrete pipe shall conform to the latest revision of ASTM Specification C-76M, Class III, 100 N/n/mm ultimate D-Load, and C-76M, Class IV, 150N/m/mm ultimate D-Load. All reinforced concrete pipe supplied shall have a maximum water absorption of 9.0% with Test Method A and 8.5% with Test Method B when tested as per the latest revision of ASTM C497M. All pipe shall be bell and spigot type with "O" ring joints meeting the latest revision of ASTM C443M. Alternative joint types may be considered by the City's Designated Representative.

2.2 Reinforced Concrete Manhole Sections and Tops:

All reinforced concrete manhole sections and flat slab tops shall meet the requirements of the latest revision of ASTM Specification C478M and shall be capable of withstanding the American Association of State Highway Officials H20 loading plus 25%. Manhole sections shall be supplied in 0.15 metre (0.5') increments from 0.3 metre (1') to 1.2 metres (4'). All sections shall be bell and spigot type with "O" ring joints meeting the latest revision of ASTM C443M. Alternative joint types may be considered by the City's Designated Representative.

All reinforced concrete manhole sections and tops shall have a maximum water absorption of 9.0% with Test Method A and 8.5% with Test Method B when tested as per the latest revision of ASTM C497M.

Manhole steps shall be 19mm diameter galvanized steel rungs at 300 mm O.C. Alternative manhole step designs may be substituted provided they are satisfactory to the City's Designated Representative. All steps shall form an integral part of the manhole section as follows:

- a) The method of attaching ladder rungs to the manhole section is subject to prior approval by the City's Designated Representative and details of the proposed method should be submitted with the Tender.
- b) The ladder rungs shall be located such that when the manhole riser sections are assembled, the steps form a uniform and continuous ladder.

**INVITATION TO TENDER NO. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS**

PART C - REQUIREMENTS

3.0 Testing

3.1 The City will require that physical testing be performed to verify acceptability of all products supplied under this Tender. This will consist of preliminary testing to be completed in advance of award of Tender and may include, at the discretion of the City Designated Representative, additional testing during the term of the Contract. All test results shall be certified and stamped or sealed by a Professional Engineer licensed in the Province of British Columbia.

These certified quality control test results shall be forwarded on an ongoing basis throughout the term of the Contract to the attention of the City Designated Representative, for any pipe supplied to the City of Vancouver.

a) Preliminary Testing

Preliminary Testing shall be performed by the Tenderer or by an independent laboratory engaged by the Tenderer and will be at the Tenderer's cost.

Results shall be provided for each representative pipe class and type and each manhole section size; tests will not be required for those pipe and manhole sizes for which only nominal quantities (estimated quantities of pipe shown at 50 metres, manhole sections shown as 10 metres and slab tops shown as 5 only) as indicated in Part D - Form of Tender - Schedule of Prices and Quantities.

All testing shall be performed in accordance with ASTM C497M. The tests to be performed and the number of samples to be tested, for the representative testing shall be as follows:

	TESTS	NUMBER OF SECTIONS FOR EACH CLASS AND SIZE
A.	PIPE:	
	Three edge bearing (0.3mm crack)	3
	Core Strength	3
	Absorption	3
	Hydrostatic	1
	Permeability	1
B.	MANHOLE SECTION TESTS:	
	Flat Slab Top (230kN Test Load)	1
	Manhole Step	1

**INVITATION TO TENDER NO. PS09068
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MANHOLE SECTIONS AND TOPS**

PART C - REQUIREMENTS

- 3.2 Results for the tests conducted within the six (6) months prior to the date of Tender closing will be acceptable evidence of Product performance, provided the results meet the stated conditions. The test results shall be submitted with the Tender. If tests have not been conducted during the preceding six (6) months, new tests will be required before award of Tender. Samples to be tested will be selected at random by the City. Failure to provide such test results will be grounds for rejection of tenders.
- 3.3 The City may perform additional testing during the term of the Contract, or may engage an independent consultant, mutually acceptable to both parties to perform the testing. Samples to be tested will be selected by the City from the Contractor's stock as deemed necessary such that the total number of sections tested will not exceed 1% of the pipe or manhole and tops delivered under the Contract. The cost of this additional testing, if required, will be the responsibility of the Contractor.
- 3.4 The City may opt to perform any of these additional tests at its own cost. If the City wishes to conduct further testing of any items supplied under this Contract beyond the above levels, they will be performed by the City at City cost, unless prior testing indicated any deficiencies in the pipe.
- 4.0 Delivery and Stock
- 4.1 Delivery shall be as, if when and where required for job sites located within the boundaries of the City of Vancouver during normal working hours. Alternatively, pipe shall be available for pickup by City forces from a Contractor maintained stock facility located within the City of Vancouver boundaries.
- 4.2 The City will off-load the pipe required to be delivered to the jobsite, however on occasion, the Contractor may be required to off-load smaller pipe diameters (450mm diameter or less) if construction progress makes off loading by the City inconvenient. If the City picks up pipe from the Contractor's stock facility, the Contractor shall be required to load City operated or hired trucks.
- 4.3 For normal construction projects (in excess of 50 metres length), the quantities of pipe and manhole sections and tops will be provided to the Contractor approximately two (2) weeks in advance of construction. Details as to pickup time by the City or of required delivery location and time will be provided with a minimum of 48 (forty-eight) hours notice. If the Contractor fails to meet these supply conditions for any item, the City may elect to remove that item from the Contract and award that item to another supplier for the remaining duration of the Contract.
- 4.4 The Contractor will be expected to maintain a reasonable stock of all items awarded under this Tender in order that smaller construction projects (less than 50 metres) such as short-notice or emergency projects can be satisfactorily completed. In these cases, only forty-eight (48) hours notice of delivery or pickup requirements will be provided. If the Contractor is unable to provide the necessary pipe, manhole sections and tops, the City will purchase these items from another supplier and the difference in purchase price may be deducted from the Contractor on future purchases.

**INVITATION TO TENDER NO. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS**

PART D - FORM OF TENDER

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this Form of Tender 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 described herein 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 Form of Tender.

Table 1 - Required Documents:

Description	Reference	Required	Received
Tenderer's Certificate of Existing Insurance	Part B - Section 20.0 & Appendix 1	Yes	
Undertaking of Insurance	Appendix 3	Yes	
Price List - Pipes, Manhole Sections and Tops	Part A - Section 3.3	Yes	
Methodology - Ladder Rungs	Part C - Section 2.2(a)	Yes	
Test Results	Part C - Section 3.0	Yes	

**INVITATION TO TENDER NO. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS**

PART D - FORM OF TENDER

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

To be initialled at Tender Opening:

Manager, Supply Management or designate

Witness

1.0 Compliance

- 1.1 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, unless the Tenderer deletes this note, the Tenderer describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest, the Tenderer now conclusively declares there are no such conflicts of interest.

- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, unless the Tenderer deletes this note, the Tenderer describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion, the Tenderer now conclusively declares there has been no such collusion.

2.0 References

- 2.1 The following is a list of references to whom the Tenderer under contract has supplied Products or similar Products, goods, materials, or equipment. The Tenderer agrees that the City may contact these references at its discretion to inquire of the level and quality of the service provided to them by the Tenderer. 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. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS**

PART D - FORM OF TENDER

3.0 Schedule of Prices and Quantities:

Item No.	Size	Class	Weight	12 Month Estimated Quantities (A)	Price Per Metre - FOB Plant (B)	Total (AxB) (C)	Cartage Per Metre (D)	Total (AxD) (E)	Total (C+E) (F)
SECTION 1 - SCHEDULE 1 - C76 - CLASS III PIPE REINFORCED CONCRETE PIPE - BELL & SPIGOT WITH "O" RING JOINTS (OR CITY OF VANCOUVER APPROVED EQUAL)									
1.	300mm	III-100N/m/mm D-Load	kg/m	50 Metres					
2.	375mm	III-100N/m/mm D-Load	Kg/m	50 Metres					
3.	450mm	III-100N/m/mm D-Load	Kg/m	500 Metres					
4.	525mm	III-100N/m/mm D-Load	Kg/m	800 Metres					
5.	600mm	III-100N/m/mm D-Load	Kg/m	800 Metres					
6.	675mm	III-100N/m/mm D-Load	Kg/m	800 Metres					
7.	750mm	III-100N/m/mm D-Load	Kg/m	800 Metres					
8.	900mm	III-100N/m/mm D-Load	Kg/m	500 Metres					
9.	1050mm	III-100N/m/mm D-Load	Kg/m	150 Metres					
10.	1200mm	III-100N/m/mm D-Load	Kg/m	50 Metres					
11.	1350mm	III-100/N/m/mm D-Load	Kg/m	50 Metres					

**INVITATION TO TENDER NO. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS**

PART D - FORM OF TENDER

Item No.	Size	Class	Weight	12 Month Estimated Quantities (A)	Price Per Metre - FOB Plant (B)	Total (AxB) (C)	Cartage Per Metre (D)	Total (AxD) (E)	Total (C+E) (F)
12.	1500mm	III-100N/m/mm D-Load	Kg/m	50 Metres					
13.	1650mm	III-100N/m/mm D-Load	Kg/m	50 Metres					
TOTAL FOR SECTION 1						\$		\$	\$
SECTION II - SCHEDULE 11 - C76 - CLASS IV PIPE REINFORCED CONCRETE PIPE - BELL & SPIGOT WITH "O" RING JOINTS (OR CITY OF VANCOUVER APPROVED EQUAL)									
14.	300mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
15.	375mm	IV-150N/m/mm D-Load	Kg/m	2500 Metres					
16.	450mm	IV-150N/m/mm D-Load	Kg/m	1500 Metres					
17.	525mm	IV-150N/m/mm D-Load	Kg/m	500 Metres					
18.	600mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
19.	675mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
20.	750mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
21.	900mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					

**INVITATION TO TENDER NO. PS09068
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PART D - FORM OF TENDER

Item No.	Size	Class	Weight	12 Month Estimated Quantities (A)	Price Per Metre - FOB Plant (B)	Total (AxB) (C)	Cartage Per Metre (D)	Total (AxD) (E)	Total (C+E) (F)
22.	1050mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
23.	1200mm	IV-150N/m/mm D-Load	Kg/m	50 Metres					
TOTAL FOR SECTION II						\$		\$	\$

Item no.	Inside Diameter	Weight	12 Month Estimated Quantities (A)	Price per Metre - FOB Plant (B)	Total (AxB) (C)	Cartage Per Metre (D)	Total (AxD) (E)	Total (C+E) (F)	
SECTION III - SCHEDULE III - MANHOLE SECTIONS AND TOPS REINFORCED CONCRETE MANHOLE SECTIONS WITH "O" RING JOINTS									
24.	900mm	Kg/m	10 Metres						
25.	1050mm	Kg/m	500 Metres						
26.	1200mm	Kg/m	30 Metres						
27.	1350mm	Kg/m	10 Metres						
TOTAL FOR SECTION III					\$		\$	\$	

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MANHOLE SECTIONS AND TOPS

PART D - FORM OF TENDER

Item no.	Inside Diameter	Weight	12 Month Estimated Quantities (A)	Price per Metre - FOB Plant (B)	Total (AxB) (C)	Cartage Per Metre (D)	Total (AxD) (E)	Total (C+E) (F)	
SECTION IV - REINFORCED CONCRETE MANHOLE TOPS									
28.	900mm	Kg per Piece	5 only						
29.	1050mm	Kg per Piece	300 only						
30.	1200mm	Kg per Piece	10 only						
31.	1350mm	Kg per Piece	5 only						
TOTAL FOR SECTION IV					\$		\$	\$	
TOTAL TENDERED PRICE FOR SECTIONS I, II, III AND IV					\$		\$	\$	

****Note to Tenderers: All unit prices will be extended, subtotalled and a grand total provided. Failure to do so, may result in the Tender being put aside and given no further consideration.****

INVITATION TO TENDER NO. PS09068
THE SUPPLY AND DELIVERY OF REINFORCED CONCRETE PIPE,
MANHOLE SECTIONS AND TOPS

PART D - FORM OF TENDER

4.0 Stock Facility

4.1 State location(s) of stock facility:

5.0 Pipe Sizes

5.1 State pipe sizes and classes normally carried in stock:

State sizes of manhole sections and tops normally carried in stock:

6.0 Minimum Order Quantity

6.1 For delivery purposes, is there a minimum order quantity?

Yes: _____ No: _____

If yes, what are the minimum quantities for each item?

7.0 Warranty

7.1 Describe warranty offered and attach all applicable warranty document:

8.0 Discounts

8.1 State discounts offered off the price list for:

a. Pipe: _____%

b. Manhole sections/tops: _____%

**INVITATION TO TENDER NO. PS09068
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PART D - FORM OF TENDER

8.2 Cash Discounts:

(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.

8.3 Special Discounts:

State additional discount from the above prices in Section 3.0 - Schedule of Prices and Quantities, if the Tender is awarded in its entirety to a single Contractor.

9.0 Sub Contractors

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

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

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PART D - FORM OF TENDER

10.0 Tenderer's Declaration

The undersigned confirms for himself or herself or for the Tenderer, as the case may be, that he/she has carefully and thoroughly read the ITT, in its entirety, and agrees to meet the Requirements or that any and all proposed deviations therefrom have been clearly and explicitly described.

The Tenderer agrees that if this Tender is accepted within sixty (60) calendar days from the Closing Time, the Tenderer will supply the Products to the City of Vancouver for the prices out in this Form of Tender and will always deliver the same as ordered to the Delivery Site within the time period stated above in this Form of Tender, and in accordance with the Requirements as set out in the ITT, with any deviations therefrom as proposed in the Form of Tender, and in accordance with all other terms and conditions of the ITT.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

11.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

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

City of Vancouver, by its authorized signatory:

General Manager of Engineering Services

Manager, Supply Management



**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

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)
 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: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 Personal Injury Per Occurrence: \$ _____
 Products and Completed Operations Aggregate: \$ _____
 Cross Liability or Severability of Interest All Risk Tenant's Legal Liability: \$ _____
 Employees as Additional Insureds Deductible Per Occurrence: \$ _____
 Blanket Contractual Liability
 Non-Owned Auto Liability
 INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
 INSURER: _____ LIMITS OF LIABILITY:
 POLICY NUMBER: _____ Combined Single Limit: \$ _____
 POLICY PERIOD: From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. UMBRELLA OR EXCESS LIABILITY INSURANCE LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 INSURER: _____ Per Occurrence: \$ _____
 POLICY NUMBER: _____ Aggregate: \$ _____
 POLICY PERIOD: From _____ to _____ 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)

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 \$2,000,000 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 all Third Party Auto Legal Liability Insurance in an amount not less than five million (\$2,000,000) 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 1 should be completed and signed and enclosed with this Appendix 3 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.