



INVITATION TO TENDER (“ITT”) No. PS09110

CONSTRUCTION, DELIVERY AND INSTALLATION OF ONE (1) BOATHOUSE  
FOR THE VANCOUVER POLICE DEPARTMENT

Tenders will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), on Tuesday, July 14, 2009 and registered at 11:00:00 A.M. Wednesday, July 15, 2009.

NOTES:

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

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

Jim Lowood,  
Contracting Specialist

Fax: 604.873.7057 E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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PART A - INVITATION TO TENDER**

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**1.0 Invitation to Tender**

- 1.1 The City of Vancouver ( the "City") invites Tenders for the Construction, Delivery and Installation of One (1) Boathouse for the Vancouver Police Department (the "VPD"), and securing the boathouse at its destination, to the pier at Waterfront Road in Vancouver, B.C., (the "Site") as set out herein.
- 1.2 The Boathouse is required to house the Vancouver Police Marine Unit vessel R.G. McBeath, currently located at the Main Street dock at Waterfront Road. The 10.2 meter vessel is the quick response vessel capable of long range patrolling and delivering police personnel in immediate emergency situations (See Appendix 5).
- 1.3 Tenderers will be required to provide all services described in this Tender in accordance with the Requirements set out as Part E to this ITT which should be reviewed carefully by the Tenderer. Partial responses will be put aside and will not be given further consideration.
- 1.4 The Tender Documents can be downloaded from the City's website at <http://vancouver.ca/fs/bid/bidopp/openbid.htm>

**2.0 Administrative Requirements**

- 2.1 It is the sole responsibility of the Tenderer to check the City's website at <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this ITT.
- 2.2 All Tenders are to be completed and submitted in accordance with the instructions on the front page to this ITT and as provided within this Part A.

**3.0 Conduct of ITT - Inquires and Clarifications**

- 3.1 The City's Manager - Supply Management will have conduct of this ITT, and all communications are to be directed only to the contact person(s) named on the cover page.
- 3.2 It is the responsibility of the Tenderer to thoroughly examine the ITT and all Tender Documents and satisfy itself as to the full requirements of this ITT. All inquires are to be in written form only, e-mailed to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) or faxed to (604) 873-7057 to the attention of the appropriate contact person shown on the cover page before the deadline date for questions and clarifications. If required, an addendum will be issued and posted on the City's website as noted in item 2.1 above of this Part A.
- 3.3 The lowest cost or any Tender may or may not be accepted and the City of Vancouver will not be responsible for any cost incurred by the Tenderer in preparing the Tender.
- 3.4 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.

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3.5 Key dates to be noted are:

Event	Dates
Deadline for submission of questions and clarifications:	July 7, 2009
ITT Closing Time:	3:00:00 PM, July 14, 2009

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

**1.0 Interpretation**

1.1 In these Tender Documents, any reference to the masculine includes the feminine and bodies corporate, and each includes the others where appropriate. Also, any reference to the singular includes the plural where appropriate. Capitalized terms used in these Tender Documents shall have the meanings ascribed to such terms in the General Conditions (Part D - General Conditions, Section 1.0 - Definitions), unless such terms are otherwise specifically defined or the context of their use requires otherwise.

1.2 If a Tenderer is in doubt as to the correct meaning of any provision of the Tender Documents, or discovers any contradictions or inconsistencies in the Tender Documents or its provisions the Tenderer may request clarification by submitting inquires in written form only, e-mailed to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) or faxed to (604) 873-7057 to the attention of the appropriate contact person shown on the cover page before the deadline date for questions and clarifications.

1.3 If the City considers it necessary, the City may issue written addenda to provide clarification(s) of the Tender Documents.

1.4 No oral interpretation or representations from the City or any representative of the City will affect, alter or amend any provision of the Tender Documents.

**2.0 Contract Term - Intentionally Omitted**

**3.0 Tender Documents**

3.1 A Tender should be on the Form of Tender included in the Tender Documents and be signed by the authorized signatory(s) as follows:

- a) signature(s) should be in original handwriting;
- b) if the Tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or each joint venturer should be included, and each partner or each joint venturer should sign personally; if a partner or joint venturer is a corporation then such corporation should sign as indicated in paragraph 3.1c below;
- c) if the Tenderer is a corporation then the full name of the corporation should be included, together with the names and signatures of the duly authorized signing officer(s) and should have the company's seal affixed; and
- d) each page of the Form of Tender, including the Schedules should bear the initials of those persons who have executed the Form of Tender.

3.2 The Tender Documents will consist of the following:

- a) the Documents and Sections listed in the Table of Contents;

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- b) Addenda issued; and
  - c) Schedule "A" Tenderer's Proposed Variations
- 3.3 Upon the receipt of the Tender Documents each Tenderer shall conduct a review of the Tender Documents and verify that all Tender Documents are included and are complete. In the event that documents are missing or incomplete, the recipient shall notify the contact person shown on the cover page of this document. It is the responsibility of the Tenderer to ensure receipt of a complete set of Tender Documents.
- 3.4 All blank spaces in the Form of Tender should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialled by the person or persons signing the Tender.
- 3.5 Tenders should be all inclusive and should be without qualification or condition.
- 4.0 Pricing
- 4.1 Prices quoted are to be in Canadian currency and inclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.2 The Tender Price will represent the entire cost excluding GST to the City of the complete Work based on the Tender Documents, including Addenda. Notwithstanding the generalities of the above, Tenderers shall include in the Tender Price (including unit prices, separate prices, or other forms of pricing) sufficient amount to cover:
- a) the costs of labour, equipment and material included in or required for the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the Tender Documents;
  - b) all assessments payable with respect to labour as required by any statutory scheme such as WorkSafeBC, employment insurance, holiday pay, insurance, CPP and all employee benefits;
  - c) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
  - d) the cost of complying with all applicable laws regarding trade or other qualifications of employees performing the Work, and payment of appropriate wages for labour included in or required for the Work.
- 4.3 The City may delete any items in Requirements in order to meet budget limitations, or otherwise, and award a contract for only the remaining items.
- 5.0 Taxes and Fees
- 5.1 The Tenderer should allow for the payment of all Permit Fees and License Fees and all Municipal, Provincial and Federal taxes, custom duties and other assessments and charges, and the Tenderer agrees that the City shall not be liable in any manner

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therefore and agrees to indemnify and save harmless at all times the City against all claims which shall be made with respect thereto.

**6.0 Examination of Tender Documents**

- 6.1 Each Tenderer must examine the Tender Documents and must also satisfy him/herself of the extent of the Work. The Tenderer shall make his/her own estimate therefrom of the facilities and difficulties attending the performance and the completion of the Work.
- 6.2 No allowance shall be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this clause.

**7.0 Submission of Tender**

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time on the date and in the place shown on the cover page of this ITT (the "Closing Time"). The Tender shall be submitted on the forms provided in a sealed plain envelope or package clearly marked "ITT PS09110, Construction, Delivery and Installation of One (1) Boathouse for the Vancouver Police Department," with the Tenderer's name in the upper left hand corner.
- 7.2 Tenders received after the Closing Time or in locations other than the address indicated on the cover page, will not be accepted and will be returned unopened. The City may elect to extend the Closing Time.
- 7.3 The Tenderer shall submit two (2) copies of its Tender on the Form of Tender provided (Part C - Form of Tender) in accordance with the instructions stated herein.
- 7.4 Unless otherwise explicitly required or permitted hereby, Tenders should be put on the Form of Tender.
- 7.5 The Form of Tender should be completed fully, in all respects. All blank spaces in the Form of Tender should be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations or other corrections should be initialled by all persons signing the Tender.
- 7.6 Tenders should be all inclusive and without qualification or condition.
- 7.7 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 7.8 Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.9 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office at Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Z 3X7, prior to the Closing Time outlined on the cover page of this ITT.



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- 7.10 All costs associated with the preparation and submission of the Tenderer's Tender, including any costs incurred by the Tender after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the bid contract between the City and each of the Tenderers or arising out of any contract not made in accordance with the express or implied terms of the Tender documents.

**8.0 Opening of Tenders**

- 8.1 All Tenders will be opened in public at:

City of Vancouver - Purchasing Services Office  
Suite 320, East Tower, 3<sup>rd</sup> Floor  
555 West 12th Avenue  
Vancouver, British Columbia  
V5Z 3X7

at the time outlined on the cover page of this ITT. Tenders will not be available for public scrutiny at the Tender opening session; however, for each opened Tender the Tenderer's name and the Total Tender Price will be read aloud.

**9.0 Evaluation of Tenders and Award of Contract**

- 9.1 Tenders will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to the Tenderer's ability to meet the Requirements, qualifications and competencies set out herein:
- a) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - b) the Tenderer's business and technical reputation and capabilities; results of reference checks on current and former clients; experience and where applicable, the experience of its personnel; financial stability; environmental responsibility; track record; and references of current and former customers;
  - c) Tenderer's proposed start up and completion date;
  - d) equipment quality, configuration, age and condition; and
  - e) any other criteria set out in the ITT.
- 9.2 Prior to Contract award, the Tenderer may be required to demonstrate financial stability. Should the City so request, the Tenderer will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

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- 9.3 Where the City's Manager - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exist on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- 9.4 The lowest priced or any Tender will not necessarily be accepted.
- 9.5 All Subcontractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its Subcontractors will comply with all the Requirements and terms and conditions set out herein.
- 9.6 Preference may be given to Tenderers offering environmentally beneficial products or services.
- 9.7 The City may, prior to Contract Award, negotiate changes to the scope of Work, the materials, the specifications or any conditions with the low Tenderer or any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Tender prices as a result of changes to the scope of the work, the materials, the specifications or any conditions. The City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- 9.8 Tenderers will not be permitted to alter or amend Tendered prices included in a Tender after the Closing Time. If prior to an award of the Contract the City identifies changes the City wishes to make to the Contract Documents, then such changes shall be dealt with after the award of the Contract as Changes and the provisions of General Condition 15.0 - Changes, Extras, Deductions, and Claims shall apply.
- 9.9 The City's guidelines or policies that may be applicable shall not give rise to legal rights on the part of any contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City.
- 9.10 The City will notify the successful Tender(s) in writing that it has been awarded the Contract by issuing a Contract Award
- 9.11 The purchase order terms and conditions, excluding the provision titled "The City's Offer" will apply unless otherwise agreed in writing by the City.
- 9.12 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 the Service 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.

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**10.0 Acceptance and Rejection of Tenders**

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

- a) accept any Tender;
- b) reject any Tender;
- c) reject all Tenders;
- d) accept a Tender which is not the lowest Tender;
- e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this ITT;
- f) accept any Tender it considers advantageous;
- g) reject a Tender even if it is the only Tender received by the City;
- h) accept all or any part of a Tender;
- i) split the Requirements between one or more Tenderers.
- j) consider any Tender that is incomplete, conditional, obscure, or contains alterations and/or irregularities to be non-responsive; and
- k) waive any defect or deficiency in a Tender which does not materially affect the Tender or the Tender Price relative to other Tenders and accept that Tender;

10.2 All Tenders shall be irrevocable and remain open for acceptance for at least sixty (60) days after the Closing Time, whether or not another Tender has been accepted.

10.3 Any deviations from the Requirements, specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the City will be entitled to interpret that the Tenderer offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.

10.4 The City may waive any non-compliance with the Tender Documents, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this ITT and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the ITT or which have not complied with the process for submission set out herein.

**11.0 Quantities - Intentionally Omitted**

**12.0 Bonds**

12.1 Each Tender must be accompanied by a Bid Bond, payable to the City of Vancouver, in the amount of ten percent (10%) of the Total Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City. The Bid Bond should be issued by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia.

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12.2 The form of the Bond should be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond:        CCDC 220 (latest)

12.3 The Bid Bond of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the Tenderer to whom the award is made will be returned to him/her upon commencement of the Work. The cost of all Bond premiums shall be included in the Total Tender Price.

**13.0 Brand Names - Intentionally Omitted**

**14.0 Alternates and/or Variations to Requirements**

14.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Requirements, or if the Tender cannot meet the Requirements, the Tender may offer an alternative which it believes to be the equivalent.

14.2 Tenderers shall clearly indicate any variances from the City's Requirements 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.

14.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Tender wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.

14.4 The City is not obligated to accept any alternatives.

14.5 The City will determine what constitutes allowable variations.

**15.0 Experience**

15.1 Tenderers are to confirm that they have suitable experience in the performance of this type of work. Each Tenderer should include in their Tenders their experience with related Work on related projects completed including the following information:

- a) brief description of the project;
- b) location of the project;
- c) contract value of the project;
- d) start and completion dates;
- e) project completed on schedule or not;
- f) name of project owner and representative to be contacted as reference with the reference's current phone number and email address; and

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g) names and positions of Contractor's key personnel involved in the project.

16.0 Non-Resident Withholding Tax - Intentionally Omitted

17.0 Freedom of Information and Protection of Privacy Act

17.1 Tenderers should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

18.0 Conflict of Interest

18.1 By submitting a Tender, the Tenderer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict of interest.

19.0 Confidentiality

19.1 Information about the City obtained by Tenderers must not be disclosed unless prior written authorization is obtained from the City.

19.2 The Tenderer agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

20.0 Release, Indemnity and Limitation

20.1 The Tenderer is informed of the following:

a) Release

The Tenderer now releases the City from all liability for any Losses in respect of:

- i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, of the Tender Contract (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- ii) any unintentional tort of the City or its employees, officers, officials or agents, occurring in the course of conducting this Invitation to Tender;
- iii) the Tenderer preparing and submitting a signed Form of Tender;
- iv) the City accepting or rejecting the Tenderer's tender;
- v) the manner in which a Contract award is made or in which no Contract award is made; and

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vi) the Tenderer(s), if any, to whom a Contract award is made.

b) Indemnity

The Tenderer now indemnifies and will protect and save the City and its employees, officers, officials and agents, harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors or materials or equipment suppliers alleging or pleading:

- i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, of the Tender Contract (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- ii) any unintentional tort of the City or its employees, officers, officials or agents, occurring in the course of conducting this Invitation to Tender; or
- iii) liability on any other basis related to the tendering process, bidding process or the Tender Contract.

c) Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the City or its employees, officers, officials or agents, are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Subcontractors or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Subcontractors or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement (either expressly stated or implied) to the contrary.

21.0 Release of Information Restricted

- 21.1 No information will be given out between the Closing Time of this ITT, and the time the Contract award (or decision not to award the Contract) is made. Tenderers must attend the Tender registration in order to obtain information prior to the making of the Contract award.

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22.0 Bid and Performance Security

- 22.1 If requested by the Manager - Supply Management, the successful Tenderer shall, within ten (10) days from the date of acceptance, provide a Performance Bond and/or other satisfactory security for performance. The surety, issued by a surety company licensed to transact business in British Columbia, must be in a form and contain terms satisfactory to the City's Director of Legal Services. The cost of the Performance Bond or other surety shall be borne by the Contractor, unless otherwise specified in the Special Conditions.

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Tenderer's Name: \_\_\_\_\_  
"Tenderer"

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Attach additional pages immediately behind this page for Subcontractors, if applicable.

To the City of Vancouver,

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

**Required Documents:**

Description	Reference	Required	Received
Bid Bond	Part B - Section 14.0	Yes	
Certificate of Existing Insurance	Appendix 1	Yes	
Letter from Insurer confirming Tenderer able to receive signed Appendix 2 on award	Part D - Section 26.0 & Appendix 2	Yes	

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

To be Initialled at Tender Opening:

\_\_\_\_\_  
Manager, Supply Management or designate

\_\_\_\_\_  
Witness



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**1.0 References**

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

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

**2.0 Schedule of Prices**

**2.1 Pricing**

ITEM	DESCRIPTION	PRICING
1.	Construction of Boathouse for the VPD, as per Requirements	\$
2.	Transportation of Boathouse to location at Main Street Dock	\$
3.	Supply, delivery and installation of two pilings at Main Street Dock	\$
4.	Securing the Boathouse to the dock, and all other additional services required, including telecommunications services and electrical services.	\$
5.	Five Year Warranty	\$

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ITEM	DESCRIPTION	PRICING
	Sub-Total of Items 1-5	
	GST	\$
	PST	\$
	<b>TOTAL TENDER PRICE:</b>	<b>\$</b>
<p>(Note: all costs of delivery and installation to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered and installed by the Contractor to the City.)</p>		

**3.0 Discounts**

**3.1 Cash Discounts:**

*(15<sup>th</sup> 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.

**4.0 Work Schedule**

**4.1 State proposed Work schedule, detailing the timeline which includes the start-up and completion date:**

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5.0 Qualifications

5.1 State the qualification(s) and training of the staff who will be assigned to this project:

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6.0 Experience

6.1 Detail all relevant jobs and experiences in similar jobs and projects within a two (2) year or reasonable time period:

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**7.0 Subcontractors**

7.1 The Subcontractors to be used in the performance of the Work are listed below. (If no Subcontractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

**8.0 Tenderer's Declaration**

The undersigned Tenderer confirms that it has read and agreed to the conditions stated in the ITT and that any deviations have been clearly noted herein.

The Tenderer agrees that if this Tender is accepted within sixty (60) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the form of Tender.

\_\_\_\_\_  
Authorized Signatory for the Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title *(please print)*

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SCHEDULE "A"

TENDERER'S PROPOSED VARIATIONS

The Tenderer should make a full and complete statement and description of any changes or variations it proposes in the Requirements for the Work as set out in the Tender Documents, if any.

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule "A". Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS09110, Construction, Delivery and Installation of One (1) Boathouse for the VPD, Part C - Form of Tender - Schedule "A" - Tenderer's Proposed Variations", with the name of the Tenderer indicated and each additional page initialed on behalf of the Tenderer.

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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.

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"City's Designated Representative(s)" means the City's and the Vancouver Police Department's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City and the Vancouver Police Department in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

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

"Contract" means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

"Contract Documents" means the purchase order, the Contractor's Tender, the ITT and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

"Contractor" means the successful Tender individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

"Effective Date" means that date of the award of this Contract by the City to the Contractor;

"F.O.B." means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered and installed by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received installed and accepted by the City at the site named as "F.O.B.";

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

"ITT" means this Invitation to Tender including, but not limited to: Part A - Invitation to Tender; Part B - Instructions to Tenderers; Part C - Form of Tender; Part D - General Conditions; Part E - Requirements; Appendix 1 - Certificate of Existing Insurance; Appendix 2 - Certificate of Insurance; and any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

"OHS Regulation" means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

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"PST" means British Columbia provincial sales tax and any successor tax or levies therefore in force from time-to-time;

"Requirements" means all of the Specifications, requirements and services set out in the ITT that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

"Subcontractor" means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefore;

"Tender" means a Tender submitted to the City in response to the ITT;

"Tender Documents" mean all the documents as defined in Part B, Instructions to Tenderers - Section 3.0 including any addendum issued by the City;

"Tenderer" means the person(s) described in the beginning of the Form of Tender;

"Total Tender Price" means the total monetary amount of all prices proposed in the Tender, including all applicable fees and taxes including, without limitation, GST;

"WCB" means the Workers Compensation Board established and functioning pursuant to the Workers Compensation Act (British Columbia) (the "WCA"), as amended, and/or related or successor legislation, and any successors in function thereto now referred to as "WorkSafe BC";

"WCB Legislation" means the Workers Compensation Act (British Columbia) and all regulations enacted pursuant to the Workers Compensation Act (British Columbia);

"WorkSafe BC/OH&S Regulation" means the Workers Compensation Act (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

## 2.0 Subcontractors

2.1 All Subcontractors are the responsibility of the Contractor.

2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its Subcontractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

2.3 The Contractor agrees to ensure performance by every Subcontractor with the terms and requirements of the Contract Documents.

2.4 No Subcontractors will be permitted except those expressly named by the Contractor in Section 7.0 of Part C - Form of Tender or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.

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- 2.5 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.0 Independent Contractor
- 3.1 The Contractor, its Subcontractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Subcontractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 4.0 Assignment
- 4.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 4.2 Despite Section 4.1, the Contractor may utilize those Subcontractors expressly named in Section 7.0 of Part C - 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 Subcontractors, or permit those Subcontractors to further assign, sub-let, subcontract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 4.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.
- 5.0 Time of the Essence
- 5.1 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 for damages nor constitute a waiver of the requirement of timely performance of any obligation waiting to be performed
- 6.0 Laws, Permits and Regulations
- 6.1 The laws of British Columbia shall govern the Contract.
- 6.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.
- 6.3 In carrying out its obligations hereunder, 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.



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**7.0 Inspection**

- 7.1 The Requirements in this ITT are subject to inspection and in case any of the Requirements in this ITT are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.
- 7.2 The City shall be the final judge of the Requirements in this ITT in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 7.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

**8.0 Quality of Workmanship and Materials**

- 8.1 The Contractor shall perform the Requirements with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the Requirements set out in the ITT.
- 8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

**9.0 Warranty**

- 9.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Requirements as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 9.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the ITT.
- 9.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 9.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

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**10.0 Indemnification**

- 10.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, Subcontractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 10.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 10.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

**11.0 Termination**

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

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11.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

**12.0 Payments**

12.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later. This payment is subject to the inspection and approval of the Boathouse by the City's Designated Representative.

**13.0 Taxes**

13.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).

13.2 Invoices shall show the appropriate amounts for GST and PST.

**14.0 No Promotion of Relationship**

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

**15.0 Changes, Extras, Deductions, and Claims**

15.1 The City, in its discretion, on notice to the Contractor, at any time before commencement or during performance of the Work, may make or require changes in the Work, including, without limitation, changes to any Requirements, Drawings, Specifications or detail thereof, or additions to the Work, and in such circumstances the Contractor will immediately put into effect and carry out any such changes or additions to the Work as the City's designated representative directs without being entitled to any extension of time for completion of the Work or any additional remuneration therefore, except as herein provided.

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- 15.2 Any time the City directs the Contractor to in any way change or add to the Work, the Contractor will notify the City's Designated Representative forthwith in writing of any additional remuneration the Contractor thinks it should receive for any such changes or additions to the Work and/or any additional time it will need to complete the Work as a result of such changes or additions thereto, otherwise it will have no claim in respect thereof. The City will pay additional remuneration to the Contractor for any such changes or additions to the Work if and to the extent such changes or additions will substantially increase the Contractor's cost for performing the Work, in which case the City will pay the Contractor additional remuneration to cover the Contractor's reasonable, additional costs and a percentage of that amount for profit.
- 15.3 If the labour, equipment and/or materials actually put into the Work are less than originally contemplated in the Invitation to Tender and the Tender or any changes in the Work that the City might require at anytime require less labour, equipment and/or materials than originally contemplated, the Contract Price will be reduced accordingly by making deductions therefrom as follows:
- a) using the unit or lump sum prices contained in the Tender applicable to such labour, equipment and material not required, or
  - b) if, in the opinion of the City's Designated Representative none of the unit or lump sum prices aforesaid apply, then using the hourly rates for work and labour or cost of material as set out in the Contract Documents, or
  - c) such fixed sum as agreed upon between the Contractor and the City.
- 15.4 The Contractor will submit to the City's Designated Representative in writing all claims for additional compensation the Contractor may wish to make for any loss or additional expense in connection with its performance of the Work resulting from any unforeseen and unforeseeable thing or matter occurring in connection therewith for which the Contractor or its subcontractors or supplies are not responsible. All such claims must be submitted to the City's Designated Representative within thirty (30) days after the occurrence of the thing or matter or matter complained of and such occurrence and the alleged loss or expense must be fully and comprehensively described in the notice given to the City's Designated Representative. The City will not be required to consider or compensate the Contractor in any way for any claims not made in accordance with this provision. The City will consider all claims made in accordance with this provision and may compensate the Contractor therefore as the City, in its discretions, may decide.

**16.0 Protection of Person and Property**

- 16.1 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 Work, 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 services or caused in any other manner whatsoever by the Contractor, or its Subcontractors or employees.

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16.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

**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 Subcontractors discard any litter or garbage on or adjacent to the Delivery Site, except into a suitable container.

**18.0 Insurance Requirements**

18.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its Subcontractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

18.2 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 thirty (30) days prior written notice of material change, lapse or cancellation. The notice must identify the Contract title, number, policy holder, and scope of work.

18.3 The Contractor and each of its Subcontractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

18.4 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.

18.5 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.

18.6 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). 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, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to the City's Risk Management Department at any time during the term of the Contract upon request.

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18.7 The Contractor shall provide in its agreements with its Subcontractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the insurance clauses so provided in the said agreements.

18.8 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 provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Subcontractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

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

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;
- (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) The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

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- c) Contractors Equipment Insurance in the form of "All Risk" insurance for the full replacement cost value and with Insurers acceptable to the City, covering all equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the City in writing, forthwith replace such damaged or destroyed equipment.
- i) Waiver of Subrogation: It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his/her right of subrogation against the City, the City's Designated Representative and all architects, engineers or consultants engaged in or connected with the Work and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

19.0 WorkSafeBC Compliance

19.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and for ensuring that no danger shall befall the public at any time during the performance of the Services.

- (a) *Payment of WorkSafeBC Assessments* - 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, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- (b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
- (c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
- (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
- (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and

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- (iii) Within five (5) Business Days of receiving the City's purchase order, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached
- (d) *General WorkSafeBC Obligations* - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- (e) *Notice of Project* - Prior to commencement of construction, the Contractor will:
  - (i) Complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC OHS Regulation,
  - (ii) Post the Notice of Project at the Site, and
  - (iii) Provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.
- (f) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of receiving the City's purchase order, the Contractor will provide the City with the Contractor's and all Subcontractors' WorkSafeBC registration numbers.
- (g) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of receiving the City's purchase order, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the date of the City's purchase order or date of application for payment, as applicable.
- (h) *Pre-Contract Hazard Assessment* - The Contractor shall review the "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OHS Regulation (Section 119 of the *WCA*) as an "owner of a workplace". Despite the City's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *WCA*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) Business Days of receiving the City's purchase order, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries



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to the City's Designated Representative prior to the commencement of the Work.

- (i) *Special Indemnity Against WorkSafeBC Non-Compliance* - 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:
  - (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) 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 OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
  - (iii) Any breach of the Contractor's obligations under this General Condition.

**20.0 Character of Workers**

20.1 On the written request of the City, the Contractor will remove any employee, Subcontractor or agent for any reason including but not limited to the following:

- c) Lack of or failure to obtain any required Security Clearance;
- d) Intoxication;
- e) Use of foul, profane, vulgar or obscene language or gestures;
- f) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- g) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- h) Any action which may constitute a public nuisance or disorderly conduct.

20.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Subcontractor or agent has been removed from further involvement with the Work.

**21.0 Product Standards**

21.1 The structure must be designed in accordance with the following standards:

- a) Vancouver Building Code (VBC) 2007 (Based on NBCC 2005)
- b) NFPA 303

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- c) BS 6349
- d) CSA 516.01
- e) CAN/CSA C30.18

21.2 All electrical items shall comply with the relevant sections, latest editions of versions the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City's Electrical Bylaw, and the National Building Code.

**22.0 Rectification of Damage and Defects**

22.1 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.

**23.0 Failure to Perform**

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

23.2 If the Contractor fails to perform any provision of this Contract, the City may upon ten (10) days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Section 23.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, letter of credit, or insurance, all of which will survive any such termination of the Contract.

**24.0 Dispute Resolution**

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

24.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.

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- 24.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 24.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 25.0 Required Documentation**
- 25.1 The following documentation shall accompany the Boathouse at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Requirements:
- i) Engineered drawings stamped by a registered member of the Association of Professional Engineers and Geoscientists of British Columbia; and
  - j) all other documents required by the Specifications and other Requirements noted herein to be delivered concurrently with the Boathouse and all other Requirements including necessary permits, licenses, and documents required.
- 25.2 The City of Vancouver address shown on the documentation should be 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4.
- 26.0 Proof of Ability to Provide Insurance**
- 26.1 The Tenderer will include with its Tender both a signed and completed Appendix 1 - Certificate of Existing Insurance, as well as a letter from its insurer, confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 2 - Certificate of Insurance pursuant to and in compliance with Part D - Section 18.0 above.
- 27.0 Transfer of Ownership**
- 27.1 The boathouse must be delivered FOB to the Main Street Dock (as defined in Section 1.0 - Part D - General Conditions). The supply, delivery and installation of the pilings and the boathouse and the securing of the boathouse to the pilings and dock are the responsibility of the Contractor and transfer of ownership will not occur until after the approval of the City of Vancouver designated representative.

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PART E - REQUIREMENTS**

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**1.0 Scope**

- 1.1 The Vancouver Police Marine Unit is the only police agency to provide full time marine law enforcement in the Metro Vancouver area. The Marine Unit provides the citizens of Vancouver and the surrounding municipalities trained first responders for both police and marine related emergencies. The VPD Marine Unit has answered calls for marine policing to:
- a) West Vancouver when the Queen of Oak Bay ran into several docks in Horseshoe Bay.
  - b) Burnaby when a severed oil pipeline was severed by a construction crew.
  - c) Port Moody for recovery of stolen vessels and recovery of vehicles and vessels.
  - d) Various municipalities for body recovery and rescue.
- 1.2 An integral part of the Marine Unit is the police vessel, the R.G. McBeath. This 10.2 m vessel has been docked at the Main Street dock at Waterfront Road open to natural and man-made elements in the area. As such, there has been a steady deterioration of the vessel's condition due to marine growth, bird activity, and humidity/moisture that affects the computers, GPS navigation system and other electronics. Wash from vessels travelling through the area, including the Seabus and other commercial traffic causes wear and tear on the hull as the vessel is continually pounded against the dock. Also, any major maintenance that needs to be performed on the vessel requires the vessel to be dry docked for a period of time, which is costly and results in the VPD Marine Unit's presence being decreased for a longer period of time.
- 1.3 The facility constructed to house the R.G. McBeath would solve many of the issues that are facing the Marine Unit and would also extend the functional life of the vessel. The effect of the outside elements on the previous police vessel have rendered this asset's value to be negligible where there is little ability for the City to recover any of its costs. A boathouse to cover the current vessel would prevent this from occurring again.

**2.0 Requirements**

- 2.1 The City of Vancouver requires a Contractor to complete the following work (as referenced in Appendix 4 Drawing "VPD - MAIN STREET BOATHOUSE". The construction of the boathouse will have the following specifications:
- a) Outside dimensions: approximately 15 m x 8m x 8 m overall height (top of sides, not including peak);
  - b) Inside dimensions at dock edge: approximately 12 m x 5 m x 6.7 m interior height (top of sides, not including peak);

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- c) Flotation, urethane encased Styrofoam and pressure treated skirted plywood for debris protection;
  - c) Side floats and front deck floats;
  - d) Remote Control Power Curtain;
  - e) Standard marine paint;
  - f) Three standard 1 m x 1.5 m windows, located in closed end, upper area;
  - g) Power:
    - i) Six (6) 3 m cold start fluorescent lights - side;
    - ii) Two (2) 3 m cold start fluorescent lights - front end;
    - iii) 100 AMP shore power; and
    - iv) Three 120V outlet plugs, placed in various positions.
- 2.2 Electrical work must be performed by a certified electrician and installations must be in compliance with the relevant sections, latest editions of versions the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, and the City's Electrical Bylaw with the electrical code. A Port Metro Vancouver electrician will be overseeing the electrical work.
- 2.3 The Contractor will also supply, delivery and install two pilings. These will be designed to provide appropriate mooring for the Boathouse, under snow, wind and current. The piles shall be driven a minimum of 1.5 m into the till layer below the overburned and shall be capped and sealed by welding. The outside diameter of the pilings are 0.61 m and the wall thickness is 12.7 mm. (Please see Appendix 4). The pilings installation will require inspection by Port Metro Vancouver staff and the City's Designated Representative, before the Work is accepted.
- 2.4 Upon completion of the work being performed, the City's designated representative will perform a final inspection and approval of boathouse prior to launching to the Main Street dock. The towing and the securing to the pilings at the Main Street Dock will be performed by the Contractor. The current wooden dock next to the vessel will also need to be fastened to the boathouse.



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND SUBMITTED ALONG WITH 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 12<sup>th</sup> 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

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER \_\_\_\_\_ Dated \_\_\_\_\_



CERTIFICATE OF INSURANCE

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 12<sup>th</sup> 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  
 Products and Completed Operations Per Occurrence: \$ \_\_\_\_\_  
 Cross Liability or Severability of Interest Aggregate: \$ \_\_\_\_\_  
 Employees as Additional Insureds All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 Blanket Contractual Liability Deductible Per Occurrence: \$ \_\_\_\_\_  
 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 \_\_\_\_\_

## 1.0 Definitions

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

## 2.0 Responsibilities

### 2.1 Proof of Qualification to act as Prime Contractor.

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



3.0 Designation

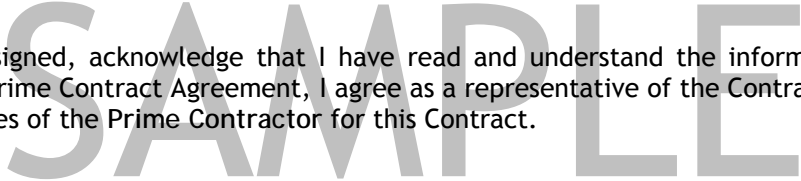
By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a Prime Contractor as outlined in the City’s Contractor Coordination Program (2003), *Part III* of the *Workers Compensation Act*, and *WorkSafeBC OHS Regulation*.

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

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

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

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor to accept all responsibilities of the Prime Contractor for this Contract.



Date: \_\_\_\_\_

Contract # \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Qualified Coordinator’s Name: \_\_\_\_\_ (Construction Only)

Name/Signature of Authorized \_\_\_\_\_

Representative/ Signatory of Prime \_\_\_\_\_

PRINT NAME and SIGN

To be downloaded by the proponent at:

<http://vancouver.ca/fs/bid/bidopp/ITT/documents/PS09110-Appendix4.PDF>

To be downloaded by the proponent at:

<http://vancouver.ca/fs/bid/bidopp/ITT/documents/PS09110-Appendix5.PDF>