THIS AGREEMENT dated the ____ day of ______________, 200__

BETWEEN:

THE CITY OF VANCOUVER, a municipal corporation formed by the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(herein called the "City")

AND:

(herein called the "Service Provider")

WHEREAS:

A. Pursuant to the City's Request for Proposal No. RFP No. PS06034 (the "RFP") the City invited proposals from qualified Proponents for Courier and Cartage-related Services that meet the Statement of Requirements set forth in the RFP;

B. The Service Provider has agreed to perform such Services and supply the Service on the terms and conditions hereinafter set forth;

C. the City and the Service Provider have agreed on the specifications which the Service must meet, which specifications are based on the Statement of Requirements set out in the RFP and the Service Provider's Proposal.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions and Interpretation

1.1 Definitions In this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

(a) “Additional Compensation” has the meaning set out in Section 3.2.

(b) “Agreement” means this agreement inclusive of all schedules, appendices or exhibits attached hereto.

(c) “Applicable Laws” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Service Provider, any Subcontractor and the Services, all as may be in force from time to time.

(d) “Business Day” means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia.

(e) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter,
(f) “City Group” has the meaning set out in Section 14.2.

(g) “Claims” means third party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, losses, legal fees, liens, awards, costs, expenses and disbursements (including without limitation reasonable legal fees and court costs on a solicitor and own client basis) of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

(h) “Confidential Information” has the meaning set out in Section 13.1 of this Agreement.

(i) “Contract Administrator” is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 17 of this Agreement, and is subject to change in accordance with Section 17.3 of this Agreement.

(j) “Event of Default” has the meaning set out in Section 15.2 of this Agreement.

(k) “GST” means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended, and any successor legislation thereto.

(l) “Proceedings” means third party actions, suits, proceedings and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal.

(m) “Searches” has the meaning set out in Section 8.3 of this Agreement.

(n) “Services” has the meaning set out in Section 2.1 of this Agreement.

(o) “Standard of Work” means the highest of:

(i) the standard imposed by law;

(ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;

(iii) the standard set forth in the Service Provider’s proposal; and

(iv) the standard otherwise prescribed in this Agreement.

(p) “Subcontractors” means the independent consultants, agents, associates, subcontractors and other third parties retained by the Service Provider to assist in the performance of the Services.

(q) “Unrelated Party” has the meaning set out in Section 12.7 of this Agreement.

1.2 Interpretation Words importing the male gender include the female gender and either gender includes the neuter and vice versa and words importing the singular number include the plural number and vice versa. The headings appearing in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any provision.
2.0 Services

2.1 Description of Services The services to be provided by the Service Provider are those courier/cartage services, as are more fully described in Schedule A (the “Services”), as may be modified or amended as permitted herein. Services not specifically described in this Agreement but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services, shall be deemed included in the Services.

2.2 Provision of Service Inputs and Personnel The Service Provider shall provide all labour, facilities, equipment, tools, supplies and materials necessary or appropriate in connection with the proper and complete execution of the Services.

2.3 Term The Service Provider shall, between June 30, 2006 and June 30, 2011 (the “Term”) perform and complete the Services, subject to extension or earlier termination in accordance with the provisions of this Agreement. The City reserves the option at its sole discretion to extend the Agreement on a year by year basis for up to a further two (2) years, to a total of a seven (7) year Agreement term (to June 30, 2013). If this Agreement is extended for one or more further one (1) year periods, the terms and conditions of this Agreement will continue to apply provided during such renewal periods except that the fee for services during such renewal term will be adjusted by an amount reflecting the annual increase, if any, in the labour rates payable by the Service Provider to those of its employees engaged in the performance of the Services.

2.4 Standard of Care The Service Provider shall exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Service Provider represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Service Provider for the work set out in this Agreement. The parties shall act with utmost good faith towards each other in connection with this Agreement.

2.5 Remedy for Deficient Services Without limiting any other remedy which the City may have under this Agreement or at law, the Service Provider at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 2.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.

2.6 Cooperation and Coordination Regarding Performance of Services The Service Provider shall cooperate, and coordinate the performance of the Services with the City’s personnel and the City’s contractors, subcontractors, consultants and suppliers, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing inconvenience to the general public. Notwithstanding the foregoing, the Service Provider shall have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.
3.0 Changes to Services

3.1 Right to Make Changes The City may at any time, upon notice to the Service Provider, increase, reduce or otherwise modify the scope of the Services, and the Service Provider shall, subject to the provisions of Sections 3.2 and 3.3, accept and perform such increased, decreased or modified scope of Services.

3.2 Change Order Process for Increases in Scope of Services If the City requests an increase to the scope of Services, or if the Service Provider reasonably believes that any modification to the Services requested by the City constitutes additional work or services that would entitle the Service Provider to additional fees and/or reimbursable expenses (“Additional Compensation”) if that work or service was performed, the Service Provider shall, prior to undertaking the work or service, provide to the City a contemplated change notice in the form set out in Appendix 1 hereto setting out the Additional Compensation to which it believes it is entitled, which Additional Compensation will be determined based on pricing terms and methodology set out in Schedule B (Section B.2). If the City accepts the Service Provider’s claim for Additional Compensation, it shall execute the contemplated change notice in the space provided for its approval, and such execution shall constitute an approved change order and the Service Provider’s authorization to proceed with the work. In the event that the City does not accept the Service Provider’s claim for Additional Compensation, acting reasonably, the City may direct the Service Provider to carry out the disputed work or services and the Service Provider shall carry out the work or services so directed without prejudice to any right it may have to assert a claim for Additional Compensation after completion of the Services.

3.3 Change Order Process for Decreases in Scope of Services If the City requests a decrease to the scope of Services, or if any modification to the Services requested by the City constitutes a reduction in scope that it would be reasonable to conclude entitles the City to a reduction in the compensation payable hereunder, the parties will negotiate an equitable reduction to the compensation payable in respect of the Services, and shall execute a contemplated change notice/ change order (in the form attached as Appendix 1 hereto) to reflect such change in compensation. In the event the parties are unable to agree upon the amount of reduction to the compensation payable in respect of the reduced scope of Services, the City may direct the Service Provider to carry out the reduced scope of services and will pay the Service Provider such reduced compensation as the City determines is equitable, without prejudice to any right the Service Provider may have, after completion of the Services, to assert a claim for all or any portion of the compensation withheld by the City in reliance on this Section 3.3 (provided that the Service Provider’s claim shall not include any amount for loss of revenue or loss of profit).

3.4 Personnel The City may from time to time request reasonable changes to the personnel of the Service Provider, and the Service Provider shall comply with any such request. The Service Provider shall not change any of the personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

4.0 Compensation

4.1 Fees and Disbursements Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, the City shall pay to the Service Provider the fees, and reimburse the Service Provider for disbursements, on the basis set out in Schedule “B”.

4.2 Manner of Payment The Service Provider shall be paid on the basis and at the times set out in the payment schedule set forth in Schedule “B” and in accordance with Section 10 of this Agreement.
4.3 **No Additional Compensation unless Pre-Approved**

No Additional Compensation whatsoever shall be payable by the City for work performed by the Service Provider which has not been approved in accordance with Section 3.2 hereof.

5.0 **Subcontractors**

5.1 **Use of Subcontractors**

The Service Provider may retain Subcontractors to assist in the performance of the Services, provided that:

(a) the Service Provider shall not subcontract all or substantially all of the Services to a Subcontractor;

(b) the Service Provider shall require that the terms of this Agreement apply to the Subcontractors; and

(c) the Service Provider shall be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

5.2 **Standard of Care of Subcontractors**

The Service Provider represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Service Provider shall cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.

5.3 **Subcontractor Approvals**

The Service Provider shall only retain Subcontractors approved by the City in writing.

5.4 **Subcontractor Changes**

The Service Provider shall not change any Subcontractor without the prior written approval of the City. The City may from time to time, where it reasonably believes performance to the Standard of Work is not being met by any Subcontractor(s), request changes to the Service Provider’s Subcontractors, and the Service Provider shall comply with any such request.

6.0 **Compliance with Laws and Taxes**

6.1 **Compliance with Laws**

In carrying out its obligations hereunder, the Service Provider shall comply with, and shall cause all Subcontractors to comply with, all Applicable Laws.

6.2 **Regulatory Compliance**

The Service Provider shall upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Service Provider accepts full and exclusive responsibility and liability, and shall cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers’ compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Service Provider and the Subcontractors are subject.

6.3 **Permits and Licenses**

The Service Provider represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Service Provider to supply and provide the Services.

6.4 Intentionally Omitted
8.0 Policies, Rules and Regulations

8.1 Rules and Procedures The City may prescribe, and the Service Provider will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:

(a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;

(b) environmental matters;

(c) accessibility matters;

(d) sustainability matters;

(e) tendering and procurement matters;

(f) the use of specific materials, goods or services;

(g) public information and communications; and

(h) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.

8.2 Changes to Rules and Procedures The City may at any time upon notice to the Service Provider amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Service Provider and its Subcontractors.

8.3 Security The Service Provider acknowledges that the City has developed a comprehensive security protocol for anyone having access to its office premises or to Games venue sites and/or venue information. The Service Provider agrees that, as a condition of working with the City:

(a) the Vancouver Police Department (“VPD”) or any other provincial, federal, regional, or municipal police force, police or other law enforcement bodies (collectively, “Law Enforcement Agencies”) may at any time and from time to time during or after the term of this Agreement, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches (collectively, “Searches”) pertaining to: (i) the Service Provider; (ii) any principals, directors, managers, employees and agents of the Service Provider performing, directly or indirectly, any part of the Services which involves, or may involve, access to the City office premises; (iii) the Subcontractor(s); or (iv) any principals, directors, managers, employees and agents of the Subcontractor(s) performing, directly or indirectly, any part of the Services which involves, or may involve, access to the City office premises (for the purposes of this section, (i) through (iv) are collectively, the “Service Provider Personnel”);

(b) the Service Provider will cause all Service Provider Personnel, as a condition of having access to or performing, directly or indirectly, any part of the Services which involves, or may involve, access to the City office premises, to execute and deliver to the VPD, or on the request of the VPD, to any other Law Enforcement Agencies, a consent document setting out the individual’s consent and authorization to conduct any Searches, including without limitation
consent to the collection and submission of such personal data and information as may be required to enable the VPD or other Law Enforcement Agencies to perform such Searches; and

(c) without limiting any other term of this Agreement, the Service Provider agrees that each of: (i) the failure of any Service Provider Personnel to deliver any consent or authorization required hereunder; and (ii) receipt by the City of notice from the VPD that the outcome of any of the Searches is not satisfactory, shall constitute a default under this Agreement and in such event the City may, but will not be obligated to, exercise any right or remedy that the City may have under this Agreement or at law, including without limitation, terminating this Agreement or denying access to any Service Provider Personnel to the City offices and systems or to any of the Games venue sites and/or venue information.

8.4 **Safety**  The Service Provider acknowledges the City’s commitment to a superior standard of workplace safety. In addition to complying with all of the Service Provider’s health and safety obligations specified in this contract or otherwise prescribed by law, the Service Provider agrees to provide support for the City’s safety objectives by making efforts to elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.

9.0 **Relationship of the Parties**

9.1 **Status**  The Service Provider is engaged as an independent consultant / contractor to the City for the sole purpose of providing the Services. Neither the Service Provider nor any of the Service Provider’s personnel is engaged as a director, officer, employee, servant or agent of the City, and neither the Service Provider nor any of the Service Provider’s personnel shall enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors shall be consultants, agents, associates or subcontractors, as the case may be, of the Service Provider and shall not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Service Provider will act as an independent consultant / contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Service Provider is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

9.2 **Intentionally Omitted**

9.3 **City Assistance**  The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as it deems necessary or appropriate from time to time to assist the Service Provider in meeting its obligations hereunder.

9.4 **No Acceptance of Advantages or Benefits**  Neither the Service Provider, nor any of its agents or employees (including any Subcontractors) shall give or offer to give to the City or any director, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision shall be deemed an Event of Default (as defined in Section 15.2) and will permit the City to terminate this Agreement pursuant to Section 15.2(b).

9.5 **No Conflicts of Interest**  The Service Provider declares that to the best of its knowledge the Service Provider and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past
interest or dealings, including with any directors, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Service Provider shall declare it immediately in writing to the City. The City may direct the Service Provider to resolve any conflict or potential conflict to the City’s satisfaction. The Service Provider warrants that neither the Service Provider nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Services

9.6 **No Third Party Rights**  Except as expressly set forth herein, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.

10.0 **Payment**

10.1 **Submission of Invoices** The Service Provider shall submit invoices to the City on the basis and at the times set out in the payment schedule set forth in Schedule “B”. Each invoice shall be clearly itemized to show this Agreement number, the work performed, the charges broken out by Dropsite, the reimbursable expenses, the taxes (and the Service Provider’s GST registration number), and the costs incurred to employ any Subcontractors or engage outside suppliers. The Service Provider shall also provide to the City all receipts, bills, invoices or other evidence in support of each invoice.

10.2 **Address for Invoices** Monthly summary billing (invoices) shall be directed to the appropriate Dropsite at the City, or such other address as the City may communicate to the Service Provider from time to time.

10.3 **Time For Payment** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 10.2, and any holdback required to be made under Applicable Law, and subject to Section 11.3, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.

10.4 **Maintenance of Records** The Service Provider shall keep, and shall cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. the City or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Service Provider, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.

10.5 **Intentionally Omitted**

11.0 **Letter of Credit**

11.1 Concurrently with entering into this Agreement, the Contractor will deliver to the City, a clean, unconditional irrevocable demand letter of credit payable in the amount of fifty thousand dollars, ($50,000) hereinafter called the “Letter of Credit” issued in favour of the City by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City’s Director of Legal Services.

11.2 The Letter of Credit must contain an automatic extension clause for the term of this Agreement and may be drawn on by the City to reimburse the City for any losses or
damages suffered by the City as the result of the Contractor’s breach of this Agreement.

12.0 Insurance and Indemnity

12.1 **Service Provider’s Insurance** The Service Provider shall provide, maintain and pay for, and cause all Subcontractors to provide, maintain and pay for, the following insurance:

a) Without limiting any of its obligations or liabilities under this Agreement, the Service Provider and its subcontractors shall obtain and continuously carry during the term of the Agreement 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.

b) 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 material change, lapse or cancellation. Notice must identify the Agreement title, number, policy holder, and scope of work.

c) The Service Provider and each of his subcontractors shall provide at his own cost any additional insurance which he is required by law to provide or which he considers necessary.

d) Neither the providing of insurance by the Service Provider 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 Service Provider from any other provisions of this Agreement with respect to liability of the Service Provider or otherwise.

e) The insurance coverage shall be primary insurance as respects the City. Any insurance of 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.

f) The City reserves the right to have the Service Provider augment its insurance coverage on a change order basis if additional insurance is considered necessary for the work to be performed, provided that the City will in such circumstances agree to pay any verified incremental costs of the Service Provider to provide such augmented insurance.

12.2 Evidences of Insurance

a) Prior to commencement of the Term, the Service Provider shall provide evidence of each policy of insurance required to be taken out by the Service Provider hereunder in the form of a detailed certificate of insurance and a copy of the insurance clauses so provided in such policies or if requested by the City, certified copies of the policies signed by the insurers.

The certificate of insurance shall identify the Agreement title, number, policy holder, and scope of work.

b) Similar evidence of renewals, extensions or replacement of said policies shall be forwarded to the City, to the attention of the Service Provider Administrator, at least fifteen (15) days prior to their renewal extension or
replacement. A certificate of insurance provided by the Service Provider shall not contain any disclaimer whatsoever.

c) The Service Provider shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Service Provider shall deposit with the City's Manager, Materials Management detailed certificate of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements or if requested by the City, certified copies of the policies signed by the insurers.

12.3 Commercial General Liability Insurance

a) Commercial general liability insurance with limits of not less than five million dollars ($5,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Service Provider, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property, including loss of use thereof, arising directly or indirectly out of the operations or Requirements performed in connection with this Agreement.

b) The policy of insurance shall:

i) contain a cross-liability or severability of interest clause;
ii) extend to cover non-owned automobile, contingent employers liability, blanket contractual liability, contractors protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
iii) garage automobile liability covering the Service Provider and the Service Provider’s subcontractor;
iv) add the City, its officers, officials, employees, servants, and agents as additional insureds; and
v) have a policy deductible not exceeding five thousand dollars ($5,000) for any one accident or occurrence.

12.4 Motor Vehicle Insurance

a) Motor vehicle liability insurance for licensed vehicles owned or leased by the Service Provider and its Sub-Service Providers that are used in connection with the Services with limits not less than five million dollars ($5,000,000) inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident. Where the policy has been issued pursuant to a government operated automobile insurance system, the Service Provider shall provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Service Provider and its subcontractors used in connection with the Services.

12.5 Comprehensive Dishonesty, Disappearance and Destruction Insurance

a) Employee Dishonesty Coverage - Form A with limits of not less than $100,000 covering the loss of money, securities and other property sustained by the Service Provider and the City resulting from one or more fraudulent or dishonest acts committed by an employee, subcontractor, or agent of the Service Provider whether acting alone or in collusion with others.
b) Broad form Money and Securities with limits of not less than $25,000 covering the destruction, disappearance or wrongful abstraction of money, securities or other property collected by the Service Provider on behalf of the City:

i) within or from the premises, banking premises, night depository, or safe maintained by a bank or trust company;

ii) outside the premises while being conveyed by the Service Provider, an employee, agent or subcontractor of the Service Provider, an armoured motor vehicle company or any other person authorized to have custody thereof or while temporarily within the home of the Service Provider, an employee, agent or subcontractor of the Service Provider.

12.6 Transportation Insurance

Transportation insurance with limits of not less than $200,000 for articles and cargo being transported by the Service Provider under this Agreement.

12.7 Intentionally Omitted

12.8 Terms and Conditions of Insurance

All insurance specified herein shall be in such forms and on such terms and conditions, and with such insurers, as may be acceptable to the City and its insurance advisors, acting reasonably. The Service Provider shall, before commencing the Services and upon request of the City from time to time, provide to the City evidence of the insurance required to be maintained by the Service Provider and the Subcontractors in the form of certificates of insurance issued by the insurer or its agent, which shall include an undertaking that such insurance shall not be cancelled without at least thirty (30) days' prior written notice to the City. The Service Provider further undertakes to provide the City with notice forthwith upon being advised by its insurance provider of any modification to the policies of insurance required to be maintained by the Service Provider in accordance with this Agreement.

12.9 Responsibility and Liability

The Service Provider hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omission of the Service Provider or any person for whom the Service Provider is responsible at law or pursuant to the terms of this Agreement. For greater certainty but without limiting the generality of the foregoing, the Service Provider shall not be responsible to the extent such damages or injuries are attributable to the acts, errors or omissions of:

(a) the City, its directors, officers, agents or employees; or

(b) any third party performing work on behalf of the City or any other tenant of the building or other person for whom the Service Provider is not responsible at law or pursuant to the provisions of this Agreement.

12.10 Indemnity

The Service Provider shall defend, indemnify and hold harmless, the City of Vancouver, and all of its respective past and present officers, officials, employees, agents and representatives from and against all Claims and Proceedings, whether direct or indirect, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:

(a) any willful misconduct or any negligent act, error or omission of the Service Provider or any person for whom the Service Provider is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Service Provider and any Subcontractor, and
any failure or deficiency by the Service Provider or any Subcontractor in providing the Services; and

(b) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services;

except to the extent such Claims or Proceedings are attributable to the willful misconduct or negligent acts, errors or omissions of the City of Vancouver, any of its respective past or present officials, officers, agents or employees, or any third party performing work on behalf of the City for whom the Service Provider is not responsible at law or pursuant to the provisions of this Agreement.

12.11 Intentionally Omitted

13.0 Confidentiality

13.1 Application “Confidential Information” means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in breach of this Agreement; (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, that is not, to the knowledge of the receiving party after due inquiry, bound by a duty of confidentiality prohibiting the disclosure thereof; or (iii) was within the receiving party’s possession prior to being furnished by the disclosing party, as evidenced by written records of the receiving party; or (iv) is required to be disclosed pursuant to the order of a court of competent jurisdiction or government authority with jurisdiction over the performance of the Services.

13.2 Confidentiality Obligations It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During and after the term of this Agreement, subject to Section 13.4, each party agrees:

(a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and

(b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party’s prior written approval, except in the case of disclosure to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Services.

13.3 Special Restrictions on Disclosure Without limiting the generality of the foregoing, the Service Provider shall not disclose any information, plans or designs to which the Service Provider may have access in connection with the Services to any person not
expressly authorized by the City to review such information, plans or designs. The Service Provider shall also cause all Subcontractors to comply with the foregoing confidentiality requirements. The City may make the following restrictions to safeguard the confidentiality of all such information, plans and designs:

(a) restrictions upon persons to be permitted access to information, plans or designs;

(b) restrictions upon time and place of access and method of reproduction;

(c) restrictions upon uses to which such information, plans or designs; and

(d) restrictions necessary, in the reasonable opinion of the City, to protect and safeguard confidentiality, both before and after the termination of this Agreement.

The City may require, and in such event the Service Provider shall cause, any Subcontractor to execute an agreement with the City regarding the confidentiality of all information, plans and designs.

13.4 Freedom of Information / Access to Information The Service Provider acknowledges that information provided to the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia). If the Service Provider considers that any of its information is particularly sensitive, then the Service Provider shall identify that confidential information as such and advise the City in writing.

13.5 Return of Confidential Information Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information.

13.6 Equitable Remedies Reserved The Service Provider acknowledges that in the event of a breach by the Service Provider of its obligations of confidentiality, damages alone would not be an adequate remedy. The Service Provider agrees that the City, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

14.0 Intentionally Omitted

14.1 Intentionally Omitted
14.2 **No Promotion of Relationship** The Service Provider must not publicly 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, website content or other written materials without the express prior written consent of the City (except as may be necessary for the Service Provider to perform the Service Provider's obligations under the terms of this Agreement). The Service Provider undertakes not to use “the City”, “Vancouver 2010”, the official emblem, logo or mascot of the 2010 Winter Olympic Games or any other identification of the City, Park Board, Police Board, Library Board, Fire and Rescue Services, the International Olympic Committee or the Canadian Olympic Committee or the Vancouver Organizing Committee for the 2010 Winter Olympics and Paralympic Games (the “City Group”) collectively, as reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Service Provider 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 Service Provider and the City Group.

14.3 **No Right to Permit Commercial Use of Transaction by Third Parties** The Service Provider shall have no right to grant commercial identification rights of any kind or description with respect to this Agreement or the City Group to any supplier of goods or services or to any Subcontractor, without the express prior written consent of the City, which consent the City may grant or withhold in their sole discretion.

14.4 **No Endorsement** This Agreement does not constitute an endorsement by the City of the Service Provider or of the Service Provider’s provision of the Services.

14.5 **No Future Commercial Advantages** The Service Provider agrees and acknowledges that: (a) nothing in this Agreement shall grant or shall be deemed to grant the Service Provider any marketing, sponsorship or promotion right in connection with the City Group; (b) nothing in this Agreement shall provide the Service Provider with any right or advantage in securing any future marketing or sponsorship opportunity, and the Services performed hereunder shall not be deemed for any purpose an advance or other credit against any such future sponsorship rights fees payable to the City; and (c) unless otherwise specified, nothing in this Agreement shall impose or be deemed to impose upon the City any obligation to engage the Service Provider to provide any future services required by the City or any services whatsoever other than the Services.

14.6 Intentionally Omitted

14.7 Intentionally Omitted

14.8 Intentionally Omitted

14.9 Intentionally Omitted

14.10 Intentionally Omitted

15.0 **Termination**

15.1 **Rights of Termination** This Agreement may be terminated before completion of the Services, anything to the contrary herein notwithstanding, as follows:

(a) by the City, at its option or at the request of the City of Vancouver, upon fifteen (15) Business Days’ notice to the Service Provider, provided that in such event the City shall pay to the Service Provider the amounts specified in Section 15.3; or
(b) by either party, at its option, at any time after the happening of an Event of Default.

15.2 **Events of Default** For the purposes hereof, an “Event of Default” shall be deemed to occur if:

(a) either party is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the non-defaulting party has provided the defaulting party with notice of and particulars of the breach or alleged breach, provided that the non-defaulting party may terminate without providing a cure period with respect to actions of the defaulting party that are part of a continuing course of conduct in respect of which prior written notice has been given;

(b) either party or any of its agents or employees, including any Subcontractor, contravenes the provisions of Sections 9.3, 9.4 or 13.1;

(c) there occurs or, in the reasonable opinion of one party, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the other party;

(d) either party is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or

(e) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the other party’s reasonable determination, have an adverse impact on the delivery of the Services.

15.3 **Termination Payment** Where this Agreement is terminated under Section 15.1(a), the City shall pay to the Service Provider such part of the compensation as the City, acting reasonably, determines has been earned by the Service Provider to the date of termination, which shall not include any amounts for lost revenue or lost profit of the Service Provider. Upon the termination of this Agreement and payment as required hereunder, the City shall have no further obligation or liability to the Service Provider with respect to compensation payable to the Service Provider hereunder and may as a condition of final payment under this Agreement require the Service Provider to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Service Provider hereunder.

15.4 **Remedy for Default** In the case of an Event of Default or if the Service Provider fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Service Provider all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Service Provider and will not incur any liability to the Service Provider for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.

15.5 **Effect of Termination** Termination of this Agreement for any reason shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein including, without limitation, the obligations provided for in Sections 11, 12, 13, 14 and 20.
15.6 **Suspension of Services** The City may, at any time and from time to time by delivery of notice in writing to the Service Provider, suspend the performance of the Services for the period of time specified in such notice. In that event the City shall pay to the Service Provider such part of the compensation as can reasonably be considered to have been earned by the Service Provider to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Service Provider shall have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Service Provider as a result of any suspension hereunder unless otherwise agreed by the City in writing.

15.7 **Intentionally Omitted**

16.0 **Assignment**

16.1 **No Assignment by Service Provider without Consent** The Service Provider shall not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.

16.2 **Change of Control** If the Service Provider is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 16.1.

16.3 **Effect of Assignment** No assignment permitted by the City shall relieve the Service Provider from any obligation under this Agreement or impose any liability upon the City.

16.4 **Assignment by the City** The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Service Provider.

17.0 **Contract Administration**

17.1 **The City Contract Administrator** For the purposes of this Agreement, the City designates as its Contract Administrator:

Linda Woyce, Buyer
Purchasing Dept
2nd floor, 453 West 12th Ave, Vancouver, BC

17.2 **Service Provider Contract Administrator** For the purposes of this Agreement, the Service Provider designates as its Contract Administrator:

[insert Service providers name/address/e-mail]

17.3 **Changes in Contract Administrator** Either party may change its Contract Administrator and/or its Contract Administrator’s address, telephone and/or fax number by written notice to the other party given in accordance with Section 18.1 of this Agreement.

18.0 **Notices**

18.1 Where any notice, request, direction or other communication is required or permitted to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or transmitted by facsimile addressed to the party for whom it is intended at the address specified in Section 17 and, in the case of any such
notice, request, direction or other communication being given to the City which is of a material or legal nature, also to the City’s Director of Legal Services at the VanCity Building - #401-515 W. 10th Ave, Vancouver, BC, fax (604) 873-7445. Any notice, request, direction or other communication shall be deemed to have been given, if delivered, when delivered, if sent by registered mail, when the postal receipt is acknowledged by the other party, and if transmitted by facsimile, when transmission is completed. The address and/or fax number of either party may be changed by notice in the manner set out in this provision.

19.0  **Time for Performance**

19.1  **Time of the Essence**  Time shall be of the essence of this Agreement.

19.2  **Unavoidable Delay**  Notwithstanding Section 19.1, neither the City nor the Service Provider shall be deemed to be in default for delays in performance (other than delays in payment) caused by circumstances beyond the reasonable control of the non-performing party (“Unavoidable Delay”). For the purposes hereof, such Unavoidable Delays (a) include, but are not limited to, extreme weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Service Provider under this Agreement, and (b) expressly exclude any and all delays caused by the Service Provider’s lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Service Provider’s employees or Sub-Contractors’ employees, or governmental action taken in the enforcement of law specifically against the Service Provider or its Sub-Contractors. If any such Unavoidable Delay occurs, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

19.3  Despite Section 19.2, nothing in this Section 19 will release the Service Provider from the obligation to pay the City concessions or rebates for work interrupted or delayed by an Unavoidable Delay.
20.0 Dispute Resolution

20.1 Process  In the event of a dispute relating to this Agreement or any matter relating to the performance of the Services, the parties shall, prior to exercising their rights under this Agreement or at law, try to resolve the matter amicably as follows:

(a) The Contract Administrators of each of the parties shall first try to jointly resolve the matter.

(b) If the Contract Administrators are not able to resolve the matter within seven (7) days, the matter shall be referred to senior management of the parties (at the Vice President or equivalent level) who will try to jointly resolve the matter.

(c) If the senior management of the parties are not able to resolve the matter, the parties agree to submit the dispute to non-binding mediation before a mediator agreed upon by the parties, or failing their agreement, appointed by the British Columbia International Commercial Arbitration Centre and administered under its Mediation Rules. The place of mediation shall be Vancouver, British Columbia. Each party to the mediation will bear its own costs and expenses and each will pay an equal share of the cost of the mediator.

(d) If mediation is not successful in achieving a resolution of the dispute or if no mediation has taken place within ninety (90) days after the dispute has arisen, either party may seek any remedy available to it at law.

20.2 Remedies Preserved  The parties’ agreement on a staged dispute resolution as described above shall not preclude either party from at any time seeking equitable relief from a court of competent jurisdiction, nor from exercising the termination rights set out in this Agreement.

21.0 General

21.1 No Waiver  No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

21.2 Severability  The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

21.3 Governing Law  This Agreement shall be construed under and according to the laws of the Province of British Columbia and the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

21.4 Remedies Cumulative  The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have
recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

21.5 **Further Assurances** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

21.6 **Entire Agreement** This Agreement, together with any Contemplated Change Notice / Change Order issued from time to time, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

21.7 **Amendment** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Service Provider.

21.8 **Joint and Several Liability of Joint Venture Participants** If the Service Provider is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Service Provider shall be joint and several.

21.9 **Enurement** This Agreement shall ensue to the benefit of and be binding upon the City and the Service Provider and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

21.10 **Schedules and Appendices** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement. In the event of any conflict or ambiguity between these terms and conditions and one or more of the schedules or appendices, the documents shall be interpreted in the following order of precedence:

a) These terms and conditions
b) Schedule A: Services
c) Schedule B: Fees and Disbursements
d) Appendix 1: Contemplated Change Notice/Change Order

21.11 **Representation** By executing this Agreement, the Service Provider represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Service Provider further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.

21.12 **Counterparts** This Agreement may be executed by the parties in one or more counterparts, and may be delivered by fax transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same instrument.
IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officers.

SIGNED, SEALED AND DELIVERED on behalf of the Service Provider:

Authorized Signatory
Title

Authorized Signatory
Title

SIGNED, SEALED AND DELIVERED on behalf of the City:

Authorized Signatory
Title

Authorized Signatory
Title
SERVICES

The Service Provider shall provide during the full Term courier/cartage services to the City at its various locations.

The Services shall include but not be limited to the following:
FEES AND DISBURSEMENTS

B.1 Fees

the City shall pay the Service Provider the fixed rates identified below in respect of the Services. The rates shall apply throughout the Agreement term (as detailed in the Service Provider’s Proposal).

B.2 Charge Out Rates for Additional Scope of Work

All pricing for such additional services shall be payable at the rates set forth in the table below.

The City shall not be responsible for any costs or fees not described in this Schedule B.
CONTEMPLATED CHANGE NOTICE/CHANGE ORDER

[see attached]

<table>
<thead>
<tr>
<th>Project:</th>
<th>Service Provider:</th>
<th>Contract No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Vancouver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contemplated Change Notice  
CCN/CO No.: ________________

The following is a description of the nature and scope of Services being requested by the City in accordance with the terms of the Agreement and these items shall be deemed Contemplated Changes to the Agreement for this project; work is not to proceed unless authorized as a Change Order by the City’s signature in the space provided below. All materials and workmanship are to be in accordance with the Agreement unless otherwise stated. Please submit an itemized fee quotation and completion schedule applicable to the Services described herein, within 5 days of the date specified above.

Title:  
Description of Services:

Required Schedule

Service Provider’s Quotation  
Subject to the Terms and Conditions of the Agreement, the Service Provider hereby offers to perform the work described above for the following Additional Compensation (based upon the rates and payment terms specified in Schedule B of the Agreement) to be completed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service Provider Signed:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Change Order  
Subject to the Terms and Conditions of the Agreement, the Service Provider is hereby directed to promptly proceed with the work described above with the following adjustments to the contract

<table>
<thead>
<tr>
<th>Price</th>
<th>Current Agreement Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule</td>
<td></td>
</tr>
</tbody>
</table>

Change Order authorized by the City:

<table>
<thead>
<tr>
<th>the City Program Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Contract Administrator’s Signature: ___________________________  
Date: ___________________
1. THIS CERTIFICATE IS ISSUED TO:  
City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4  
Attn
Tel (604)  
Fax (604)
Email
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.

2. NAMED INSURED

| BUSINESS TRADE NAME or DBA DOING BUSINESS AS |  |
| BUSINESS ADDRESS |  |
| DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE |  |

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
   Naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests
   **INSURER**
   **Insured Values (Replacement Cost)**
   **TYPE OF COVERAGE**
   **POLICY NUMBER**
   **POLICY PERIOD From** to **Deductible Per Loss**

| TYPE OF COVERAGE | Building and Tenants Improvement $ |
| POLICY PERIOD From | to |
| Deductible Per Loss | $ |

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
   Including the following extensions:
   **INSURER**
   **C Personal Injury**
   **PROPERTY DAMAGE INCLUDING LOSS OF USE**
   **PRODUCTS AND COMPLETED OPERATIONS**
   **CROSS LIABILITY OR SEVERABILITY OF INTEREST**
   **C EMPLOYEES AS ADDITIONAL INSURED**
   **C BLANKET CONTRACTUAL LIABILITY**
   **C NON-OWNED AUTO LIABILITY**

| LIMITS OF LIABILITY (BODILY INJURY AND PROPERTY DAMAGE INCLUSIVE) |
| POLICY NUMBER |
| POLICY PERIOD From | to |
| Self-Insured Retention | $ |

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
   **INSURER**
   **POLICY NUMBER**
   **POLICY PERIOD From** to **COMBINED SINGLE LIMIT**
   | If vehicles are insured by ICBC, complete and provide Form APV-47. |

6. UMBRELLA OR EXCESS LIABILITY INSURANCE
   **INSURER**
   **POLICY NUMBER**
   **POLICY PERIOD From** to **SELF-INSURED RETENTION**
   Limits of Liability (Bodily Injury and Property Damage Inclusive)

7. OTHER REQUIRED INSURANCE
   **INSURER**
   **POLICY NUMBER**
   **POLICY PERIOD From** to **DEDUCTIBLE PER LOSS**
   **Deductible Per Loss**

8. POLICY PROVISIONS
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) 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 reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer 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. Any insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.

**SIGNED BY THE NAMED INSURED (Contractor/Tenant/Lessee/Permittee/Licensee)**

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER**
1.0 Courier and Cartage Statistics

<table>
<thead>
<tr>
<th>Year</th>
<th>Courier Services</th>
<th>Cartage Services</th>
<th>TOTAL Annual Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>$110,000.00</td>
<td>$58,000.00</td>
<td>$168,000.00</td>
</tr>
<tr>
<td>2004</td>
<td>$110,000.00</td>
<td>$46,000.00</td>
<td>$156,000.00</td>
</tr>
<tr>
<td>2005</td>
<td>$209,000.00</td>
<td>$61,000.00</td>
<td>$270,000.00*</td>
</tr>
</tbody>
</table>

* Total spent on courier and cartage services increased in 2005 due to election-related deliveries. Municipal elections typically occur once every three (3) years.

2.0 Sample of Recent Courier/Cartage Deliveries, by Quantity and Weight

![Billing Summary - 09 Dec 2005 to 15 Dec 2005](image)

- **Destinations Within City Limits**
- **Destinations Outside City Limits**

<table>
<thead>
<tr>
<th>Weight</th>
<th>Number of Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 1 lb</td>
<td>81</td>
</tr>
<tr>
<td>2 - 10 lbs</td>
<td>9 1</td>
</tr>
<tr>
<td>11 - 30 lbs</td>
<td>8 2</td>
</tr>
<tr>
<td>31 - 100 lbs</td>
<td>4</td>
</tr>
<tr>
<td>≥ 101 lbs</td>
<td>4</td>
</tr>
</tbody>
</table>
3.0 Courier Deliveries and Total Distance Travelled (based on one week)

<table>
<thead>
<tr>
<th>Routes By Postal Code</th>
<th>Number of Deliveries</th>
<th>Approx. total distance (km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside of Vancouver Proper</td>
<td>53</td>
<td>---</td>
</tr>
<tr>
<td>V5Y - V6B</td>
<td>10</td>
<td>24.0</td>
</tr>
<tr>
<td>V5Y - V5Z</td>
<td>8</td>
<td>3.2</td>
</tr>
<tr>
<td>V5Y - V6J</td>
<td>7</td>
<td>18.2</td>
</tr>
<tr>
<td>V6E - V5X</td>
<td>6</td>
<td>52.8</td>
</tr>
<tr>
<td>V5Y - V6C</td>
<td>4</td>
<td>11.6</td>
</tr>
<tr>
<td>V5Y - V6Z</td>
<td>4</td>
<td>9.6</td>
</tr>
<tr>
<td>V6E - V6G</td>
<td>4</td>
<td>3.2</td>
</tr>
<tr>
<td>V5Y - V5X</td>
<td>3</td>
<td>16.2</td>
</tr>
<tr>
<td>V5Y - V6E</td>
<td>3</td>
<td>11.4</td>
</tr>
<tr>
<td>V5Z - V5V</td>
<td>3</td>
<td>8.4</td>
</tr>
<tr>
<td>V5Z - V6E</td>
<td>3</td>
<td>10.8</td>
</tr>
<tr>
<td>V5Y - V5K</td>
<td>2</td>
<td>10.8</td>
</tr>
<tr>
<td>V5Y - V6A</td>
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<td>2</td>
<td>7.6</td>
</tr>
<tr>
<td>V5Y - V5Y</td>
<td>2</td>
<td>---</td>
</tr>
<tr>
<td>V5Z - V6B</td>
<td>2</td>
<td>4.8</td>
</tr>
<tr>
<td>V5Z - V6A</td>
<td>2</td>
<td>7.6</td>
</tr>
<tr>
<td>V5Z - V5T</td>
<td>2</td>
<td>4.4</td>
</tr>
<tr>
<td>V5Z - V7X</td>
<td>2</td>
<td>7.8</td>
</tr>
<tr>
<td>V6E - V6A</td>
<td>2</td>
<td>5.6</td>
</tr>
<tr>
<td>V5X - V6A</td>
<td>2</td>
<td>15.2</td>
</tr>
<tr>
<td>V5Y - V6M</td>
<td>1</td>
<td>3.6</td>
</tr>
<tr>
<td>V5Y - V5V</td>
<td>1</td>
<td>2.2</td>
</tr>
<tr>
<td>V5Y - V6P</td>
<td>1</td>
<td>5.6</td>
</tr>
<tr>
<td>V5Y - V5R</td>
<td>1</td>
<td>5.6</td>
</tr>
<tr>
<td>V5Y - V6T</td>
<td>1</td>
<td>9.0</td>
</tr>
<tr>
<td>V5Z - V5L</td>
<td>1</td>
<td>4.4</td>
</tr>
<tr>
<td>V5Z - V5M</td>
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<td>5.8</td>
</tr>
<tr>
<td>V5Z - V5W</td>
<td>1</td>
<td>3.6</td>
</tr>
<tr>
<td>V5Z - V6P</td>
<td>1</td>
<td>5.8</td>
</tr>
<tr>
<td>V5Z - V5Z</td>
<td>1</td>
<td>---</td>
</tr>
<tr>
<td>V6B - V6B</td>
<td>1</td>
<td>---</td>
</tr>
<tr>
<td>V5X - V6S</td>
<td>1</td>
<td>9.2</td>
</tr>
<tr>
<td>V5X - V5V</td>
<td>1</td>
<td>4.2</td>
</tr>
</tbody>
</table>

Based on one week of courier activity:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Total number of trips</td>
<td>141</td>
<td></td>
</tr>
<tr>
<td>% Vancouver Proper</td>
<td>62.4%</td>
<td></td>
</tr>
<tr>
<td>% GVRD &amp; Out</td>
<td>37.6%</td>
<td></td>
</tr>
<tr>
<td>Total distance travelled</td>
<td>298.2 kms</td>
<td></td>
</tr>
</tbody>
</table>

One year of courier activity:

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Total number of trips</td>
<td>7332</td>
<td></td>
</tr>
<tr>
<td>Total distance traveled</td>
<td>15,506 kms</td>
<td></td>
</tr>
</tbody>
</table>
About Vehicle Emissions:

Automotive vehicles emit various air pollutants including volatile organic compounds (VOCs), nitrogen oxides (NOx), particulate matter (PM), carbon monoxide (CO) and sulphur oxides (SOx). Both NOx and VOCs are involved in a series of complex reactions that result in the formation of ground-level ozone, which is a respiratory irritant and one of the major components of smog.

Greenhouse gases (GHGs) are gases in the atmosphere that trap energy from the sun. Naturally occurring GHGs include water vapour, ozone, carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O). GHG emissions are produced from the consumption of fossil fuels to move passengers, freight and bulk commodities.

A serious concern today is the enhanced effect on the climate system of increased levels of some of these gases in the atmosphere, due mainly to human activities such as transportation vehicles. The City is committed to reducing GHG’s by 20 per cent below 1990 levels by 2010.