



## **REQUEST FOR PROPOSALS**

**VANCOUVER PARKS & RECREATION CONCESSION OPERATORS**

**RFP No. PS20181911**

**Issue Date: December 10, 2018**

**Issued by: City of Vancouver (the "City")**

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**PART A  
INSTRUCTIONS AND INFORMATION**

**1.0 INSTRUCTIONS**

- 1.1 The City is interested in selecting an entity (each, a “Proponent”) that submits a proposal (each, a “Proposal”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be one (1) year with the option of two (2), one (1) year options to extend at the City’s sole discretion.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- 1.2 **Proponents should submit their proposals on or before 3:00pm on the 4th day of February, 2019 (the “Closing Time”) by email in accordance with the following:**

- Subject of the file to be: PS20181911 - Vancouver Parks & Recreation Concession Operators - **Vendor name**.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
- If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

- 1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “Proposal Form”), completed and duly executed by the relevant Proponent.

- 1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

- 1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

**2.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

- 2.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

2.2 **An Information Meeting will be conducted on January 4, 2019 to view the four concession locations referenced in Part B - Parks Requirements.**

2.3 Proponents intending to attend the Information Meeting should email [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) on or before January 2, 2019. Subject line of the email should be: "PS20181911 Vancouver Parks & Recreation Concession Operators". Information Meeting details (times & locations) will be emailed in response on January 2, 2019.

### 3.0 EVALUATION OF PROPOSALS

3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate: (i) financial terms; (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' approach to meeting the City's requirements; and (iv) environmental or social sustainability impacts.

Evaluation Criteria	Evaluation Weighting
Technical Proposal	65%
Financial Proposal	35%
Total	100%

3.2 The City has sole and absolute discretion to preclude proposals from the evaluation process, if proposals do not demonstrate:

- (a) minimum one year experience operating concessions or similar food & beverage operations;
- (b) relevant references; and
- (c) all required food certifications, such as FOODSAFE.

### 4.0 CITY'S DISCRETION

4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

### 5.0 LEGAL TERMS AND CONDITIONS

5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions:

(i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

**POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.**

## **PART B PARKS REQUIREMENTS**

### **1.0 INTRODUCTION AND BACKGROUND**

Vancouver Parks & Recreation (“Parks”) seeks concession operators for four locations: Kits Pool; Jericho Beach; Spanish Banks East; and Westbank. Proponents may respond to one or more of these four locations.

#### **Responsibilities of Concession Operators:**

The concessions are to be operated during the times of the day and months of the year as approved by Parks, and at least according to the current operating hours.

Concession operator will provide management and adequate staffing to operate the concession for the duration of the term of the agreement, and be responsible for all costs related to staffing, including the administration of payroll and employee deductions as per Parks requirements.

Concession operators must have a computer with Windows 10 or newer and a scanner/printer on-site.

Concession operators must have basic knowledge of MS office- outlook, excel, word.

Concession operators are encouraged to operate under a numbered or incorporated company.

Although Parks is responsible for menu design, concept, price, etc., the concession operators will work with Parks in a consultative manner.

Concession operators are to keep the frontage presentable.

Concession operators shall provide the following administrative functions required for the operations of the concessions, including cash management, payroll & benefits, insurance, floats, etc., and shall adhere to cash-handling policies and guidelines as set out by CoV.

Concession operators shall obtain all necessary permits and licenses as required by law including a business permit, health permits and valid Food safe certificate.

Concession operators shall adhere to all Parks policies and guidelines including sustainability requirements.

#### **Responsibilities of Parks:**

Parks shall maintain all structural elements including roof, load-bearing walls, and foundation.

Parks shall provide warehousing, POS systems, marketing, and general maintenance (e.g. pest control, garbage removal, grease removal, supply of gas).

Parks shall provide: menu design; supplier relationships; financial documentation; administration; and contract management.

### **2.0 REQUIREMENTS**

Parks has the following Requirements:

## Experience

1. Proponent has a minimum of one year past experience running a quick serve concessions style operation, or related food & beverage operation.
2. Proponent has demonstrated success in performance & reputation related to experience in concession-style services.
3. Proponent has demonstrated capability in financial reporting.

## Hiring/Scheduling/Retention

4. Proponent has a detailed, documented hiring and retention plan for seasonal employees.
5. Proponent has a staffing structure.
6. Proponent has demonstrated ability to schedule for peak season.

## Training & Customer Service

7. Proponent has detailed, documented orientation and training plans for seasonal employees.
8. Proponent has a detailed, documented customer service model, including descriptions of employee training.

## Sales Improvements

9. Proponent has demonstrated ability to provide a detailed plan on the proponent's approach to improving sales.

## Marketing

10. Proponent has demonstrated ability to capitalize marketing to local customers at the unit level.

## Sustainability

11. Proponent has documented sustainability and environmental policy(ies).

## Park Board Concession Licence Agreement

12. Proponent is able to execute the Park Board Concession Licence Agreement (refer to Appendix 5), if selected as a successful proponent.

## HISTORICAL GROSS SALES:

Location	2016	2017	2018
Kits Pool (2305 Cornwall Avenue)	\$80,206	\$90,156	\$149,127
Jericho (3941 Pt. Grey Road)	\$180,017	\$195,093	\$191,212
Spanish Banks East (4707 NW Marine Drive)	\$325,703	\$347,739	\$335,033
Westbank (4875 NW Marine Drive)	\$89,832	\$91,936	\$111,362



Insert a Yes or No for locations to demonstrate which locations your proposal pertains to.

Location	Yes / No
Kits Pool (2305 Cornwall Avenue)	
Jericho (3941 Pt. Grey Road)	
Spanish Banks East (4707 NW Marine Drive)	
Westbank (4875 NW Marine Drive)	

**Executive Summary**

Provide a brief executive summary of your Proposal, including:

1. Strategic goals and action plans;
2. Details of all current and past experiences operating concessions similar in scope to this RFP (provide reference check contact details);
3. Financial capability (e.g. prior two years’ financial statements, preferably audited).
4. Ability to meet insurance requirements:
  - i) Commercial General Liability: \$2 million per occurrence, \$2 million aggregate
  - ii) WorkSafeBC Clearance Letter
  - iii) Letter from a bonding company confirming the Proponent’s bonding capability.

**Experience**

Describe your past experience running a quick serve concessions style operation. Please include type, size and scope. Please indicate the number of years’ experience. Describe your successful performance & reputation related to your experience in concession-style services. Describe your financial reporting capabilities. Include examples.

**Hiring/Scheduling/Retention**

Provide your detailed, documented hiring and retention plan for seasonal employees. Provide your proposed staffing structure/philosophy. Provide your sample schedule for peak season.

**Training & Customer Service**

Provide your detailed, documented orientation and training plans for seasonal employees. What is your customer service model, and what does the training include?

**Sales Improvements**

Provide one or more detailed (past or current) examples of your approach to improve sales.

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**Marketing**

Although overall marketing is the responsibility of the Park Board, how would you capitalize marketing to your local customers at the unit level?

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**Sustainability**

What is your philosophy on sustainability and the environment? Include a documented policy(ies), or link to your website, if applicable.

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**Park Board Concession Licence Agreement**

What, if any, deviations and variations would you propose to the Park Board Concession Licence Agreement (Appendix 5), if you are selected as a successful proponent?  
(if no deviation and variations, please indicate 'none')

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**Key Personnel**

Proponents should submit the names of proposed key personnel and subcontractors, and describe the qualifications and relevant experience for each proposed key personnel and subcontractor. Proponents should not change key personnel or subcontractors without notifying and obtaining approval from Parks.

In the space below, identify and provide professional biographical information for the key personnel that would perform the required services.

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**References**

<b>Client Name # 1</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	

<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	
<b>Client Name # 1</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	
<b>Client Name # 1</b>	<b>Client Name # 1</b>
<b>Address (City and Country)</b>	<b>Address (City and Country)</b>
<b>Contact Name</b>	<b>Contact Name</b>
<b>Title of Contact</b>	<b>Title of Contact</b>
<b>Telephone No.</b>	<b>Telephone No.</b>
<b>E-mail Address</b>	<b>E-mail Address</b>
<b>Length of Relationship</b>	<b>Length of Relationship</b>
<b>Type of Goods and/or Services provided to this Client</b>	<b>Type of Goods and/or Services provided to this Client</b>

**Subcontractors**

List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

**Declaration of Supplier Code of Conduct**

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City’s Supplier Code of Conduct (“SCC”) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of \_\_\_\_\_ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (vendor name).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Exceptions to Declaration:**

**Conflicts, Collusion, Lobbying**

See Article 9 of Appendix 2 for instructions.

**Pricing**

The proponent’s financial proposal shall describe:

- Please review the gross revenue provided for each location. Provide a specific strategy for how you propose to increase the gross revenue for each of the locations your proposal pertains to.
- Please provide the Commission of Sales (expressed as a percentage of Gross Revenues), you are proposing for operating each of the locations. Proponent will be responsible for labour costs and all other cost associated with being a business (i.e. insurance, WCB, payroll services, accounting, etc.)

Use the space below to provide proponent’s price offering (refer to Section 1.11 of Appendix 3 - Park Board Concession License Agreement).

**APPENDIX 2  
LEGAL TERMS AND CONDITIONS OF RFP**

**1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 2 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

**2. DEFINITIONS**

In this Appendix 2, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 2), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means Appendix 2 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181911, as amended from time to time and including all addenda.

**3. NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

## **5. EVALUATION OF PROPOSALS**

### **5.1 Compliance / Non-Compliance**

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

### **5.2 Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

### **5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 2, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

### **5.4 Acceptance or Rejection of Proposals**

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

## **6. PROTECTION OF CITY AGAINST LAWSUITS**

### **6.1 Release by the Proponent**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 2, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or

- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

## **6.2 Indemnity by the Proponent**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 2, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

## **6.3 Limitation of City Liability**

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 2), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## **7. DISPUTE RESOLUTION**

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 2, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 2 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

## **8. PROTECTION AND OWNERSHIP OF INFORMATION**

### **8.1 RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

## **8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

## **8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

## **9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

### **9.1 Declaration as to no Conflict of Interest in RFP Process**

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

### **9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

### 9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

### 9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

## 10. GENERAL

- (a) All of the terms of this Appendix 2 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 2 will not affect the validity or enforceability of any other provision of this Appendix 2, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

APPENDIX 3  
PARK BOARD CONCESSION LICENCE AGREEMENT

**PARK BOARD CONCESSION  
LICENCE AGREEMENT**

THIS LICENCE AGREEMENT (the “**Agreement**”) is effective as of \_\_\_\_\_, 2019 (the “**Commencement Date**”)

BETWEEN:

**CITY OF VANCOUVER**, as represented by its  
**BOARD OF PARKS AND RECREATION**  
2099 Beach Avenue  
Vancouver, British Columbia V6G 1Z4

(the “**Board**”)

AND:

[Insert Licencee Name and address]

(the “**Licencee**”)

WHEREAS:

- A. Pursuant to the *Vancouver Charter*, the Board has jurisdiction over and control of City of Vancouver (“**City**”) parks.
- B. In some City parks there are certain City owned structures which, in whole or in part, are intended, or usable, and equipped for the operation of businesses selling foods, snacks, beverages and refreshments to members of the public.
- C. The Licencee wishes to operate such a business at the structure which is located in the City park known as \_\_\_\_\_ (the “**Park**”), as described and/or shown in Schedule A hereto (the “**Premises**”).

THEREFORE in consideration of the promises given and exchanged herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties agree as follows:

**ARTICLE 1  
THE CONCESSION**

- 1.1 The Board hereby grants to the Licencee a licence to enter, occupy and use the Premises during the period beginning on the Commencement Date and ending March

31, 2020, (the “Term”) for the purpose of operating a business offering foods, snacks, beverages and other refreshments for sale to the public in accordance with the terms of this Agreement ( the “Concession”).

- 1.2 The Licencee will occupy and use the Premises only for the purpose of operating the Concession in accordance herewith, and for no other purpose, and will operate the Concession and keep the Concession open to the public at and during, at a minimum, the operating hours set out in Schedule B to this Agreement, as may be amended or replaced from time to time by the Board at its sole discretion (the “Operating Hours”).
- 1.3 The Board will provide to the Licencee, along with the Concession, all of the Board’s equipment and utensils within the Premises usable for Concession operations (the “Board’s Equipment”).
- 1.4 The Board will be responsible at all times during the Term for reasonable and ordinary maintenance and repair of the Premises and the Board’s equipment therein (the “Board’s Equipment”) and, if reasonably necessary, for replacement of any of the Board’s Equipment that malfunctions as a result of ordinary use and reasonable wear and tear. The Licencee will notify the Board when the Premises or any of the Board’s Equipment is in need of any such maintenance, repair or replacement, and the Board will take reasonable steps to carry out such maintenance, repairs or replacements within reasonable periods of time.
- 1.5 If the Licencee wishes to bring any additional equipment or utensils into the Premises for use in its operation, or for any other purpose, it will give the Board advance notice and will work with the Board to ensure that such additional equipment or utensils can be adequately and safely accommodated within the Premises and that they contribute to the improvement of services provided to the public.
- 1.6 The Licencee will not remove or cause the removal of any of the Board’s Equipment from the Premises without the Board’s prior consent. The Board must be allowed a reasonable opportunity to inspect any such equipment and utensils prior to their removal, and any removal will be arranged and carried out by the Board.
- 1.7 In operating the Concession, the Licencee will offer for sale and will sell to the public only such foodstuffs, snacks, beverages, refreshments and other goods, merchandise, things or services as the Board specifically and expressly approves in writing and will order all such items only from the Board through its central storage and supply facilities and/or from suppliers approved by the Board.
- 1.8 The Licencee will charge only such prices for the items and services to be offered for sale to the public in operation of the Concession as the Board specifically and expressly approves in writing.
- 1.9 The Licencee will be solely responsible for ensuring that sufficient cash is available in a float at the Concession at all times during the Term to provide customers of the Concession with the appropriate amount of change for the purchases the customers make with cash.

- 1.10 The Licencee will be responsible for collecting and will collect from customers of the Concession all taxes required to be paid and collected on the sales of the items, goods, merchandise and services sold there and for remitting to appropriate levels of government all such tax monies collected, except that the Board, for the Licencee, will remit to the Government of Canada all amounts so collected for the Goods and Services Tax (“GST”) or any successor tax that may replace or supersede the GST. The Licencee will provide the Board with its GST registration number within thirty (30) days of the date of this Agreement.
- 1.11 The Licencee will account to the Board in respect of the gross revenues from the Licencee’s operation of the Concession as follows:
- (a) during the Term, the Licencee’s bi-weekly commission will be the gross revenues from Concession sales net of staff discounts and any overage or shortage of related receipts deposited to the designated bank account or bank accounts:
    - (i) from April 1, 2019 - March 31<sup>st</sup> 2020;
  - (b) from time to time during and throughout the Term, in accordance with a schedule or schedules to be agreed upon between the Licencee and the Board, or, in the absence of such agreements, at such times as from time to time the Board may require, the Licencee will deliver to the Board or make available to it for pick-up at the Premises by an authorized representative or agent of the Board, all monies received from Concession sales occurring since the time the Licencee last packaged monies from Concession sales for delivery to or pick-up by or on behalf of the Board in accordance with this section. Prior to the pick-up or delivery of such monies, on each and every occasion, the Licencee will put all such monies received from Concession sales into the valuables bag(s) the Board provides to it for that purpose and will then lock and seal the bags in accordance with the Board’s instructions. The Licencee will make any and all such deliveries it makes pursuant to this section to the Board of monies from Concession sales by armoured car company chosen or approved by the Board; and
  - (c) once every week during and throughout the Term, the Licencee will deliver to the Board all delivery slips, invoices, cash return sheets, and other documents and records required for and relating to the operation of the Concession. The Licencee will ensure that at all times during the Term it has or has access to a working printer, scanner, and computer featuring the Microsoft Office suite of products, particularly Microsoft Excel, all of which the Licencee will provide electronic records of the foregoing items and weekly revenue totals to the Board.
- 1.12 The Board will provide for the Licencee, to the extent the Licencee might request, administrative services in respect of the operation of the Concession, including, without limitation:
- (a) the distribution to the Board and the Licencee of their respective shares of revenues from Concession sales, less any deductions required from either’s share, in accordance with the terms of this Agreement;

- (b) if the Board, in its discretion, sees fit, and to the extent it sees fit, the direct payment to other third parties of any monies payable to them in relation to Concession operations; and
- (c) the creating and keeping of records in relation to all matters referred to in this section and Concession finances generally.

## ARTICLE 2 STANDARDS OF OPERATION

- 2.1 The Licencee will operate the Concession in a good, professional and business-like manner, in keeping with the standards of the Board's park operations, to the Board's satisfaction. The Board may enter the Premises at any time to inspect any and all aspects of the Licencee's operation of the Concession or, as the Board, in its discretion, may determine, to deal with any emergency or apprehended emergency.
- 2.2 The Licencee will keep the Premises, and all areas adjacent to them, neat, tidy and clean, free of litter, garbage and other refuse, and safe at all times, to the satisfaction of the Board.
- 2.3 The Licencee will ensure that the Concession is adequately supervised, secured and maintained at all times during the Operating Hours to the satisfaction of the Board.
- 2.4 The Licencee will operate the Concession in compliance with all applicable laws, regulations, bylaws, rules and policies, including, without limitation, any relating to the keeping, use and preparation of foodstuffs and perishables, of any authorities having jurisdiction over such matters, including, without limitation, the Board, the City of Vancouver, the Medical Health Officer of the City of Vancouver, the Vancouver/Richmond Health Board, the Province of British Columbia and the Government of Canada, and the City of Vancouver \_\_\_ Policy, which is located at \_\_\_\_.
- 2.5 The Licencee will maintain and comply with a standard food safety plan and will maintain records for such plan and any inspections related thereto in the Premises. Should the Licencee receive any health inspector reports during the Term, the Licencee will provide a copy of such report(s) immediately to the Board.
- 2.6 The Licencee may dispose of any refuse, litter or other garbage resulting from Concession related activities, or otherwise collected by the Licencee pursuant to this Agreement, into any of the Board's garbage and refuse receptacles, cans, containers or dumpsters situated in the vicinity of the Premises or as the Board may otherwise permit.
- 2.7 The Licencee will not park, or allow any other person to park, any motor vehicle at the Premises without the express prior written consent of the Board.
- 2.8 The Board may, without any prior notice, access the Premises at any time for its own purposes, and for the purposes of assessing and inspecting any records the Licencee is required to maintain pursuant to this Agreement.

### ARTICLE 3 EMPLOYEES

- 3.1 The Licencee may hire employees to perform services for the Licencee in the operation of the Concession.
- 3.2 The Licencee will be fully and solely responsible for all employment related matters connected to any persons it employs in the operation of the Concession, including, without limitation, the hiring, compensation, and dismissal of each employee, and will comply fully with and fulfill all employment related requirements imposed by law and all rules, regulations and policies of any authorities having jurisdiction over employment related matters for the Concession, including, without limitation, the Government of Canada, the Province of British Columbia and the City of Vancouver. In particular, but without limitation, at all times in the operation of the Concession, the Licencee will comply with and fulfill all requirements of the British Columbia *Human Rights Code*, *Employment Standards Act*, *Workers' Compensation Act* and WorkSafeBC and all applicable unemployment insurance, pension plan and income tax laws, regulations, rules and policies. This includes, without limitation, the following:
- (a) the Licencee will not employ any person who is under the age of 15 years without first obtaining written consent from the person's parent or guardian;
  - (b) the Licencee will not employ any person who is under the age of 12 years without first obtaining permission from the B.C. Minister of Labour or other person designated as the authority in respect of such matters;
  - (c) the Licencee will not employ any person who does not have a valid Canadian Social Insurance Number;
  - (d) beginning immediately on the first hiring of an employee for the Concession, the Licencee will register for WorkSafeBC insurance coverage for any and all employees as required under the laws of British Columbia and any applicable policies, rules and regulations of WorkSafeBC and will carry out all further registrations and notices with WorkSafeBC as may be required from time to time and will be responsible for making all appropriate payroll deductions and payments of WorkSafeBC premiums for all such employees and, if the Licencee so chooses and WorkSafeBC permits, for the Licencee. The City will not be responsible in any way for arranging, paying for or providing WorkSafeBC insurance coverage for or any sick or disability pay or other benefits of any kind whatsoever to the Licencee or any of its employees in operation of the Concession; and
  - (e) the Licencee, as operator of the Concession pursuant hereto, is hereby designated as "Prime Contractor", as defined in the *Workers' Compensation Act* and its regulations, for the Premises and the Licencee hereby expressly accepts such designation as Prime Contractor. As Prime Contractor for the Premises, the Licencee shall comply with the obligations set out in Schedule C of this Agreement. The Licencee further acknowledges that as the Prime Contractor, simultaneous compliance with the obligations set out in Schedule C of this Agreement by the Board or the City of Vancouver would result in unnecessary duplication of effort and expense and the health and safety of any

persons at the Premises or surrounding areas would not be put at risk by such compliance only by the Licencee.

- 3.3 The Licencee will provide the Board with the name and contact information for the appointed manager of the Concession. Should the appointed manager be absent from the Concession for more than three consecutive days, the Licencee will provide the Board with the name and contact information for any employee who is appointed to act as temporary manager.

#### **ARTICLE 4 RELEASE AND INDEMNITY**

- 4.1 The Licencee hereby releases the Board and the City of Vancouver and their officials, employees and agents (collectively, “**City Personnel**”) from, and agrees to indemnify them for and save them harmless from and against, any and all manner of liabilities, claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, legal expenses, malfunctions, disruptions, interferences with or obstructions of view experienced, suffered, incurred, raised, brought or advanced by any person or entity, including the Licencee and any of its employees or agents, the Board, the City or any City Personnel, relating to or arising from this Agreement, including without limitation, the Licencee’s operation of the Concession, use of the Board’s Equipment and occupation or use of the Premises.
- 4.2 This release and indemnity provision will survive the termination or expiry of the term of this Agreement.

#### **ARTICLE 5 INSURANCE**

- 5.1 The Licencee, at its sole expense, will obtain and carry throughout the Term commercial general liability insurance with limits of not less than \$2,000,000 per occurrence or such higher limit of coverage as the City’s Director of Risk Management may reasonably require from time to time, that will:
- (a) indemnify and protect the Licencee, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Building or any public or private property occurring or arising by virtue of the Licencee’s presence in or use of the Premises;
  - (b) name the Board, the City and their officials, officers, employees and agents as additional insured;
  - (c) contain a cross liability clause insuring the Licencee, the Board, the City and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party, and any breach of a condition of the policy by any party or by any officer, employee or agent of one party will not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;

- (d) provides that the Board, as represented by its Manager of Commercial Operations, and the City will receive 30 days' prior written notice of cancellation or any material change that will reduce the coverage of the policy;
  - (e) include blanket contractual liability coverage for any liability arising directly or indirectly out of the performance of this Agreement.
- 5.2 Prior to the Commencement Date and from time to time during the Term, the Licencee will deliver to the Board, to its Manager of Commercial Operations, within ten days after demand from the Board or the City, a certificate of insurance for the insurance the Licencee has arranged to purchase or has purchased and will have or has in place pursuant to this Agreement.

## **ARTICLE 6 EXPIRY OR TERMINATION OF AGREEMENT**

- 6.1 The Licencee may terminate this Agreement by giving to the Board, on or before the last day of any month during the term of this Agreement, one month's written notice of its intention to terminate this Agreement, in which case the Licencee will vacate the Premises in accordance with the terms of this Agreement by the end of that notice period.
- 6.2 The Board may terminate this Agreement at any time during the Term for any reason by delivering personally or by pre-paid ordinary post to the Licencee, one month's written notice of the Board's intention to terminate this Agreement. The Licencee will vacate the Premises by the end of the one month notice period described in the notice.
- 6.3 The Board may terminate this Agreement at any time without any prior notice to the Licencee if in the Board, in its sole discretion, believes that the Licencee has breached a term or terms of this Agreement such that the Licencee cannot or will not operate the Concession in any manner consistent with the best interests of the Board, and its parks and the visitors to it and Licencees thereof.
- 6.4 On termination or expiry of the term of this Agreement, the Licencee will deliver to the Board vacant possession of the Premises and, on doing so, the Licencee will leave it and the Board's Equipment in conditions that are no worse than when the Licencee first occupied and/or took possession of them, except for any reasonable wear and tear, failing which, the Licencee will pay the Board promptly on demand the amount of any expenses it might have to incur to return them to such condition or, with respect to the Board's Equipment, to replace it if reasonably necessary.
- 6.5 The Board, at its discretion, and at the Licencee's expense, may, in any way the Board sees fit, dispose of any goods, chattels or things the Licencee leaves behind in any part of the Premises after vacating it or place them in storage to be held for the Licencee for any period of time the Board considers to be appropriate and then dispose of them in any way it sees fit.

**ARTICLE 7  
MISCELLANEOUS**

- 7.1 The rights, powers and obligations of the Board in this Agreement may be exercised and fulfilled also by any of the Board's authorised representatives.
- 7.2 The term of this Agreement may be renewed or extended only by way of the express written agreement of the Board.
- 7.3 The Licencee may not assign this Agreement or any of the rights given to it herein to any other person or entity.
- 7.4 This Agreement will be governed by the laws of the British Columbia.
- 7.5 Time is of the essence in this Agreement.
- 7.6 Any notice required or permitted to be given pursuant to this Agreement will be sufficiently given if delivered in writing to:

(a) for the Board:

**City of Vancouver**  
c/o Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia V6G 1Z4

Fax: 604-257-8427

Attention: General Manager

(b) and for the Licencee:

[NTD: Insert]

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

Attention: [NTD: Insert]

- 7.7 Any notice given by mail pursuant to this Agreement will be deemed to have been given and received three business days after the time it is posted.
- 7.8 Nothing in this Agreement creates as between the Board and the Licencee a relationship of employer and employee, principal and agent or a partnership or joint venture, and the Board is not required to provide the Licencee with employment benefits of any kind, including, without limitation, Canada Pension Plan premiums, Employment Insurance premiums, Medical Services Plan premiums, Extended Health Care Plan benefits, Dental Services Plan benefits, life insurance benefits, retirement pension benefits, long term disability coverage, sick leave, vacation pay, Employee Savings Plan benefits or gratuity day benefits.

- 7.9 The Licencee has no right to and will not represent to anyone that the Licencee's relationship with the Board is anything other than that of an independent contractor, and the Licencee will not represent in any way to anyone that the Licencee represents the Board or is authorised in any way to act on the Board's behalf or is an employee of the Board.
- 7.10 This Agreement and the rights and privileges granted to the Licencee herein do not create for or provide to the Licencee any interest in any land belonging to the City or the Board, including without limitation, the Premises and areas adjacent to it, and this Agreement cannot be filed with any Land Title Office.
- 7.11 The Licencee hereby consents to the Board carrying out any and all financial and credit checks or inquiries in respect of the Licencee that the Board wishes to carry out, including, without limitation, the making of credit history inquiries with any credit service, bank or other financial institution, person or other legal entity, and the Licencee hereby authorizes all such persons or legal entities who may possess any financial or credit history information about the Licencee to release it to the Board without any liability to the Licencee whatsoever.
- 7.12 There are no warranties, representations, covenants, promises, agreements, conditions or understandings, oral or written, expressed or implied between the parties other than as set forth in this Agreement.
- 7.13 The Licencee acknowledges that it is entitled to seek independent legal advice before executing this Agreement.
- 7.14 Notwithstanding anything contained in this Agreement, if the Premises is part of a permanent public park within the meaning of section 490 of the *Vancouver Charter*, S.B.C. 1953, C. 55, as amended, and ceases to be part of such a permanent public park pursuant to section 488 of the *Vancouver Charter*, then this Agreement and the licence granted hereunder will be terminable at the option of the City but all obligations of the Licencee up to the date of any such termination will survive such termination. Upon termination pursuant to this Section 7.14, at the option of the Licencee and subject to any required approval of Vancouver City Council or the Park Board, the City may enter into a separate licence agreement with the Licencee on the same terms and conditions of this Agreement, including the prorated licence fee, for the remaining balance of the Term. Should the Licencee not exercise its option to enter into such licence agreement, any licence fee paid to the City hereunder will be prorated and the fees for the remaining balance of the Term will be returned to the Licencee.
- 7.15 Nothing contained or implied in this agreement will derogate from the obligations of Licencee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by Licencee and the City.
- 7.16 This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This

Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

As evidence of their intention to be bound by this Agreement, the Licencee and the Board both have executed this Agreement as follows, to be effective as of the day and year first written above.

**CITY OF VANCOUVER, as represented by its  
BOARD OF PARKS AND RECREATION**  
by its authorized signatory(ies):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

[NTD: Insert]  
by its authorized signatory:

\_\_\_\_\_  
[NTD: Insert]

SCHEDULE A  
THE PREMISES

**SCHEDULE B  
OPERATING HOURS  
2019/2020 Concessions Minimum Operating Hours**

January 1st to March 31st	Sunny or Partial Clouds		Completely Cloudy		Medium Rain	
	Week End	Week Day	Week End	Week Day	Week End	Week Day
Railway	-	-	-	-	-	-
Info Booth	10 to 3	10 to 3	10 to 3	10 to 3	10 to 3	10 to 3
Lumberman's Arch	-	-	-	-	-	-
Second Beach	-	-	-	-	-	-
Third Beach	-	-	-	-	-	-
Sunset Beach	-	-	-	-	-	-
Kits Pool	-	-	-	-	-	-
Jericho	-	-	-	-	-	-
Locarno	-	-	-	-	-	-
Spanish Bank East	-	-	-	-	-	-
Westbank	-	-	-	-	-	-
New Brighton	-	-	-	-	-	-
Trout Lake	-	-	-	-	-	-
April 1st to June 14th	Sunny or Partial Clouds		Completely Cloudy		Medium Rain	
	Week End	Week Day	Week End	Week Day	Week End	Week Day
Railway	11 to 4	-	11 to 4	-	-	-
Info Booth	10 to 5	10 to 4	10 to 5	10 to 4	10 to 5	10 to 4
Lumberman's Arch	11 to 5	11 to 4	11 to 5	11 to 3	-	-
Second Beach	11 to 5	11 to 4	11 to 5	11 to 3	-	-
Third Beach	11 to 5	11 to 4	11 to 5	11 to 3	-	-
Sunset Beach	11 to 5	11 to 4	11 to 5	11 to 3	-	-
Kits Pool	-	-	-	-	-	-
Jericho	11 to 4	11 to 4	11 to 4	11 to 4	-	-
Locarno	11 to 4	11 to 4	11 to 4	11 to 4	-	-
Spanish Bank East	11 to 4	11 to 4	11 to 4	11 to 4	-	-
Westbank	-	-	-	-	-	-
New Brighton	-	-	-	-	-	-
Trout Lake (weekend only to Vic. Day)	11 to 3	11 to 3	11 to 3	11 to 3		
June 15th to Labour Day	Sunny or Partial Clouds		Completely Cloudy		Medium Rain	
	Week End	Week Day	Week End	Week Day	Week End	Week Day
Railway	10 to 4	10 to 4	10 to 4	10 to 4	10 to 4	10 to 4
Info Booth	9:30 to 7:30	9:30 to 7:30	9:30 to 7:30	9:30 to 7:30	9:30 to 7:30	9:30 to 7:30
Lumberman's Arch	11 to 8	11 to 8	11 to 7	11 to 7	11 to 4	-
Second Beach	10 to 9	10 to 9	10 to 7	10 to 7	11 to 4	-
Third Beach	10 to 8	10 to 8	10 to 7	10 to 7	11 to 4	-
Sunset Beach	10 to 8	10 to 8	10 to 7	10 to 7	11 to 4	-
Kits Pool	10 to 8	10 to 8	10 to 5	10 to 5	11 to 4	-
Jericho	10 to 7:30	10 to 7:30	10 to 5	10 to 5	11 to 4	-
Locarno	10 to 8	10 to 8	10 to 5	10 to 5	-	-
Spanish Bank East	10 to 8	10 to 8	10 to 5	10 to 5	11 to 4	-
Westbank	11 to 8	11 to 8	11 to 5	11 to 5	-	-
New Brighton	10 to 6	10 to 6	10 to 5	10 to 5	11 to 4	-
Trout Lake	11 to 7	11 to 7	11 to 7	11 to 7	11 to 4	-

Labour Day to Oct. 15th	Sunny or Partial Clouds		Completely Cloudy		Medium Rain	
* or closure	Week End	Week Day	Week End	Week Day	Week End	Week Day
Railway	Train Hours	-	Train Hours	-	Train Hours	-
Info Booth	10 to 5	10 to 5	10 to 5	10 to 4	10 to 5	10 to 4
Lumberman's Arch	11 to 5	11 to 4	11 to 4		-	-
Second Beach	10:30 to 5	10:30 to 4	11 to 4	11 to 3	11 to 3	-
Third Beach	11 to 5	11 to 4	11 to 4	11 to 3	11 to 3	-
Sunset Beach	11 to 5	11 to 4	11 to 4	11 to 3	11 to 3	-
Kits Pool	11 to 5	11 to 5	11 to 4	11 to 3	11 to 3	-
Jericho	10 to 5	11 to 5	11 to 4	11 to 3	11 to 3	-
Locarno	11 to 5	11 to 5	11 to 4	11 to 3	-	-
Spanish Bank East	10 to 6	10 to 5	10 to 5	10 to 3	11 to 3	-
Westbank	11 to 5	11 to 5	11 to 4	11 to 3	-	-
New Brighton	-	-	-	-	-	-
Trout Lake	11 to 4	11 to 4	11 to 4	11 to 4	11 to 3	-
Oct 16th to Dec 31st	Sunny or Partial Clouds		Completely Cloudy		Medium Rain	
	Week End	Week Day	Week End	Week Day	Week End	Week Day
Railway	During Train Events					
Info Booth (Oct. 16th to Oct. 31st)	10 to 5	10 to 4	10 to 5	10 to 4	10 to 5	10 to 4
Info Booth (Nov. 1st to Dec. 31st)	10 to 4	10 to 4	10 to 3	10 to 3	10 to 3	10 to 3
Lumberman's Arch	-	-	-	-	-	-
Second Beach	-	-	-	-	-	-
Third Beach	-	-	-	-	-	-
Sunset Beach	-	-	-	-	-	-
Kits Pool	-	-	-	-	-	-
Jericho	-	-	-	-	-	-
Locarno	-	-	-	-	-	-
Spanish Bank East	-	-	-	-	-	-
Westbank	-	-	-	-	-	-
New Brighton	-	-	-	-	-	-
Trout Lake	-	-	-	-	-	-

**SCHEDULE C**  
**PRIME CONTRACTOR OBLIGATIONS**

1. As Prime Contractor for the Premises, the Licencee shall carry out any and all duties and obligations required of a Prime Contractor under the *Workers' Compensation Act* and its regulations in respect of its operation of the Concession and occupation of the Premises hereunder, including:
  - (a) providing a copy of its WCB "Clearance Letter", if not already done so;
  - (b) conducting any assessments of the Premises and surrounding area to identify any risks or hazards to the health and safety of any persons at the Premises or surrounding areas;
  - (c) designing an independent occupational health and safety program that complies with the *Workers' Compensation Act* and its regulations, and modifying such program if required to do so from time to time;
  - (d) ensuring that the activities of the Prime Contractor, any employees or any other persons at the Premises or surrounding areas relating to occupational health and safety are co-ordinated;
  - (e) establishing and maintaining a system or process that will ensure compliance with the *Workers' Compensation Act* and its regulations;
  - (f) ensuring all employees are made aware of all known or reasonably foreseeable health or safety hazards to which the employees are likely to be exposed by working at the Premises and surrounding areas;
  - (g) ensuring each tool, machine and piece of equipment, including the Board's Equipment, in the Premises and surrounding areas that an employee may use are:
    - (i) capable of safely performing the functions for which it is used; and
    - (ii) selected, used and operated according to the manufacturer's instructions, safe work practices, and the *Workers' Compensation Act* regulations;
  - (h) ensuring and coordinating all first aid equipment and services requirements set out in the *Workers' Compensation Act* and its regulations; and
  - (i) if applicable, completing any incident investigation reports in compliance with the *Workers' Compensation Act* regulations.