



INVITATION TO TENDER ("ITT") NO. PS09031

THE SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND FITTINGS

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, May 26, 2009 and registered at 11:00:00 A.M Wednesday, May 27, 2009.

NOTES:

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

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

Jim Lowood
Contracting Specialist

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

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PART A - INSTRUCTIONS TO TENDERERS**

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

1.0 Description of Requirement

1.1 Tenders are invited for the supply and delivery of Extra Strength Vitrified Clay Sewer Pipe and Fittings as set out herein for the City of Vancouver.

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

2.0 Contract Term

2.1 The Term of Contract shall be for one (1) year commencing on the Effective Date period with the option to renew for two (2) additional one (1) year periods to a maximum total term of three (3) years. The option to extend the Contract is subject to agreement between the Contractor and the City.

2.2 The option to extend the Contract is subject to the mutual written agreement of the Contractor and the City. Where the City and Contractor continue to deal with each other following the expiry of the Term, without a further written agreement, the Contract will be deemed to be renewed on a month to month basis on the same terms and conditions as before the expiry and may be cancelled without cause by either party on thirty (30) days prior written notice to the other.

3.0 Pricing and Discounts

3.1 Prices are to be quoted in Canadian currency (F.O.B. destination to the Delivery Site(s), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included, but excluding the GST and PST).

3.2 Pricing will be fixed for the initial twelve (12) month period of the Contract, but may be adjusted at the end of each twelve (12) month period in accordance with Section 3.5 of the Part A - *Instructions to Tenderers* portion of the ITT.

3.3 Prices shall remain firm for the initial three (3) month period of the contract from the Effective Date in the Notice of Award.

3.4 A copy of the current manufacturer's price list used in tendering must accompany the tender and the discounts taken from this list to calculate the unit prices shown in the Schedule of Prices and Quantities must also be stated. Said discounts and the manufacturer's price list shall also apply for any Extra Strength Vitrified Clay Sewer Pipe and Fittings not listed in the Schedule of Prices and Quantities that the City may require during the Contract period.

3.5 The discounts applying to the price will remain constant for the term of the Contract, but the price list may change after the initial three month period of the contract. Prices may be adjusted up or down, but only in the event of a price change. The Contractor must first submit the documented proof of raw material cost changes from their supplier(s). The City will review the submitted documents and will respond within thirty (30) days of the date of request with a decision whether the Contract

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Price should be increased, decreased or remain the same. Where a change in Contract Price is approved by the City, the approved changes will be retroactive to the date the Contractor submitted the request and the parties will retroactively adjust the Contract Price to such date without interest.

- 3.6 The Contractor will be required to keep the City supplied with an up-to-date price list and any amendments thereto, along with supporting documentation from their supplier(s).

4.0 Inquiries and Clarifications

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

5.0 Conduct of the Contract

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

6.0 Submission of Tender

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

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

- a) Part D - Form of Tender;
- b) Amendments, Questions & Answers, Clarifications, duly signed and acknowledged by the Tenderer;
- c) Documents Required pursuant to Table 1 on Page PF1 of Part D - Form of Tender; namely,
 - i) Appendix 1 - Certificate of Existing Insurance; and
 - ii) Appendix 4 - Undertaking of Insurance.

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

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

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- 6.5 Tenders are to be submitted in English.
- 6.6 The Tenderer is to enter its corporate or legal business name on the first page of Part D - Form of Tender. The Form of Tender is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Form of Tender are to be initialed by the authorized signatory in the spaces provided.
- 6.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 6.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory and delivered to the Purchasing Services Office address listed on the cover page of this ITT prior to the Closing Time.
- 6.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 6.10 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of one thousand dollars (\$1,000) (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of one thousand dollars (\$1,000), then:
- a) that will be sufficient to fully release and discharge the City from all further liability; and
 - b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).
- 7.0 Declaration - No conflict of Interest/ No Collusion
- 7.1 Declaration as to Conflict of Interest
- The Tenderer now confirms and warrants that, except as the Tender has disclosed pursuant to Part D - Form of Tender, Section 1.2 there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- a) an elected official or employee of the City; or
 - b) related to or has any business or family relationship with any elected official or employee of the City,

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

7.2 Declaration as to Collusion

The Tenderer now confirms and warrants that:

- a) the Tenderer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods, materials, Products, equipment and/or services which are the subject of this ITT; and
- b) the Tenderer is not competing within this ITT process with any entity with which it is legally or financially associated or affiliated, except as set out Part D - Form of Tender, Section 1.3.

8.0 Evaluation of Tenders

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

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

8.2 Prior to awarding to any Tenderer a Contract in connection with the ITT, the City may require the Tenderer to demonstrate to the City's satisfaction that the Tenderer is financially stable. Should the City make such a request, the Tenderer will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

8.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the

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Specifications, or any conditions, and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.

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

9.0 Solicitation

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

10.0 Acceptance and Rejection of Tenders

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

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

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

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

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

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11.0 Award of Contract

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

12.0 Quantities

- 12.1 The quantities stated in the ITT are only the City’s best estimates of the Requirements and Tenderers should not consider such estimates to be fixed quantities. Actual quantities will likely vary, but the Tenderer’s unit prices will remain fixed regardless of the actual variances in quantities actually required by the City.

13.0 Brand Names - Intentionally Omitted

14.0 Alternates and/or Variations to Specifications

- 14.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the City’s quality and performance requirements in respect of the subject matter of the ITT, and Tenderers should bid in accordance with such Specifications, or, if a Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be an equivalent.

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- 14.2 Tenderers shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 14.3 If, in addition to submitting a Tender that specifically addresses the Requirements and the Specifications as required by the ITT, the Tenderer wishes to offer in some way an alternative to the Requirements and/or the Specifications as set out in the ITT, this can be done by the Tenderer submitting a separate additional Tender in the form required by the ITT and containing the alternatives suggested.
- 14.4 The City is not obligated to accept any Tenders offering alternatives to the Requirements and/or the Specifications as set out in the ITT.
- 14.5 The City will determine what might constitute permissible alternatives to the Requirements and Specifications as set out in the ITT.

15.0 Environmental Responsibility

- 15.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.
- 15.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

16.0 Access to/Ownership of Tender Information

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

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

16.2 Tenderer's Submission Confidential

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

The Tenderer now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Tender (and

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any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Tender (or any other submissions) including, without limitation, records relating only to the Tenderer.

16.3 All City Data/Information is Confidential

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

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

16.4 Disclosure Requires Prior Consent

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

16.5 Declaration of Confidentiality

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

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

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PART B - GENERAL CONDITIONS

1.0 Definitions

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

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

“ASTM” means American Society of Testing and Materials;

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

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

“City Engineer” refers to the City of Vancouver General Manager of Engineering Services;

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

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

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

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

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

“Contractor” means the Tenderer (whether an individual, partnership, corporation or any combination thereof who or which executes the Tender which is then accepted in writing by the City;

“CSA” means Canadian Standards Association;

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

“Delivery Site” means 250 West 70th Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this ITT;

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

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

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

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

“Product” means the Extra Strength Vitrified Clay Sewer Pipe and Fittings as described in the ITT;

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

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

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

“Specifications” means that part of the Requirements set out in Part C - Requirements.

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

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

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

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

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

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

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

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

2.0 Notices

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

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

3.0 Assignment

3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of or transferred in any way nor in whole or in part by the Contractor without the prior written consent of the City, which consent may be arbitrarily withheld.

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

4.0 Independent Contractor

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

5.0 Time of the Essence

5.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

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6.0 Laws, Permits and Regulations

- 6.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 6.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application to this Contract.
- 6.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

7.0 Workplace Hazardous Materials Information System ("WHMIS")

- 7.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.

8.0 Product Standards

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

9.0 Changes in Requirements

9.1 City May Request

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

9.2 Disputes Over Requested Change

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

- a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Section 25.0 - *Dispute Resolution* (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1).
- b) The City may proceed with this Contract without the proposed change in Requirements.

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- c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
 - i) Ninety (90) days prior written notice of cancellation with respect to any given category of Product (as those categories are set out in Form of Tender), or
 - ii) One hundred twenty (120) days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

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

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

10.0 Delivery

- 10.1 Deliveries must be made between 8:00 a.m. and 2:30 p.m. Vancouver Time Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

11.0 Quality of Products

- 11.1 The Contractor shall perform the Work with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the ITT.
- 11.2 Materials, goods, Products and equipment shall be new, free and clear of all liens, charges and encumbrances, the latest model, complete with all necessary accessories for operation and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials, goods, Products or equipment.
- 11.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

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12.0 Inspection

- 12.1 All goods, materials, Products, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, Products, equipment and/or services that are not in accordance with the Specifications, Requirements or the Contractor's warranty (expressed or implied).
- 12.2 Acceptance or rejection of the goods, materials, Products, equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials, Products, equipment and/or services shall not relieve the Contractor from responsibility for such goods, materials, Products, equipment and/or services that are not in accordance with the Contract.
- 12.3 The City shall be the final judge of all goods, materials, Products, equipment and/or services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods, Products or equipment not accepted will be returned to the Contractor at the Contractor's expense.
- 12.4 The City will not be deemed to have accepted the goods, materials, Products, equipment and/or services by virtue of a partial or full payment for them.

13.0 Warranty

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

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14.0 Protection of Person and Property

- 14.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.
- 14.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.

15.0 Rectification of Damage and Defects

- 15.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

16.0 Clean Up - Intentionally Omitted

17.0 Indemnification

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

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18.0 Termination

- 18.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, Products, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 18.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, Products, equipment and/or services as have been supplied up to the date of the termination of the Contract.
- 18.3 Upon termination of the Contract in whole or in part, the City may procure similar goods, materials, Products, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, Products, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Site(s) are not available due to strikes, lockouts or Acts of God.

19.0 Insurance

- 19.1 The Tenderer is to include with its Tender:
- a) The Tenderer is also required to include with its Tender both a signed and completed Appendix 1 - *Certificate of Existing Insurance*, as well as a signed and completed letter from its insurer substantially in the form attached as Appendix 4 - *Undertaking of Liability Insurance* confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 2 - *Certificate of Insurance* pursuant to and in compliance with Part B - General Conditions, Section 20.1 through Section 20.8.
- 19.2 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the

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

- 19.3 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.
- 19.4 The Contractor and each of its Sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 19.5 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 19.6 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be in excess of this insurance and shall not contribute with it.
- 19.7 Within seven (7) days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 2- *Certificate of Insurance*. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. At any time, and from time to time, and within seven (7) days of a request for same, certified copies of all insurance policies will be made available to the City's Designated Representative.
- 19.8 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative detailed certificates of insurance for the policies it has obtained from its Sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 19.9 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and

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

The limit of commercial general liability insurance shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500) per occurrence.

The policy of insurance shall:

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

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than two million (\$2,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with this Contract.

20.0 Worksafe BC Compliance

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

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to its designation as the Prime Contractor, in respect of all Work under this Contract at the Delivery Site for the purposes of the WorkSafeBC Rules.

- 20.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - c) any breach of the Contractor's obligations under this General Condition.

21.0 Character of Workers

21.1 On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including but not limited to the following:

- a) intoxication;
- b) use of foul, profane, vulgar or obscene language or gestures;
- c) solicitation of gratuities or tips from any person for services performed under the Contract;
- d) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- e) any action which may constitute a public nuisance or disorderly conduct.

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

22.0 Unavoidable Delay

22.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, Acts of God, war or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or work stoppages due to labour affiliations of the Contractor's employees and Sub-

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contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

22.2 Despite Section 23.1, where any Unavoidable Delay of any type prevents the Contractor from delivering the Product within twenty five (25) calendar days of the Delivery Date, the City will have the right to cancel the Contract without liability or recourse by either party effective immediately upon the City giving written notice to the Contractor.

23.0 Failure to Perform

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

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

24.0 Dispute Resolution

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

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

24.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.

24.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

25.0 Contract Price/Payment

25.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, Products, equipment and or services, whichever is the later, or on other terms to be negotiated.

25.2 The Contractor may be required to accept payment by electronic funds transfer or by purchasing card (MasterCard). Preference may be given to a Tenderer who has or is willing to expand their system to provide Level III reporting detail.

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26.0 Taxes

- 26.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 26.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, overhead, profit and any and all other costs are deemed to be included in the Contract Price.
- 26.3 Invoices must separately show the appropriate amounts for GST and PST.

27.0 Non-resident Withholding Tax - Intentionally Omitted

- 27.1 The Income Tax Act (Canada) requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the work and should seek the advice of a Canadian tax lawyer.
- 27.2 The City is legally required by the Income Tax Act (Canada) to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of the withholding is determined by the residency of the non-resident and the applicable Income Tax Act (Canada) Regulations.

28.0 Failure to Enforce

- 28.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

29.0 Successors and Assigns

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

30.0 No Promotion of Relationship

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

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the Contractor and the International Olympic Committee, the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC), the Olympics or the Olympic Movement.

31.0 Additional Submission Instructions

31.1 Tenderers are requested to provide documentation to demonstrate that the following clauses of CSA or ASTM (latest revisions) are being met at the time of submitting responses to this ITT:

- a) CSA A60.1 M
- b) CSA A60.2 M
- c) CSA A60.3 M
- d) ASTM C700
- e) ASTM C425
- f) ASTM C301

31.2 Provide sufficient details to address the objectives and operational requirements in this ITT as well as any other information that the Tenderer believes would assist the City, including:

- a) complete specifications and descriptive literature,
- b) specific test results as specified in ASTM C425 and C700,
- c) Bearing Strength (3 Edge Bearing) as per ASTM C700,
- d) Absorption Tests as per ASTM C700,
- e) Joint Shear Load as per ASTM C425,
- f) Joint Deflection as per ASTM C425,
- g) Any environmental issues and
- h) Specification Compliance.

32.0 Quantities

32.1 In addition to Part A - Instructions to Tenderers, Section 14.0, the quantities set out in the Schedule of Prices and Quantities are estimated annual quantities and the City gives no assurance and makes no representation or warranty to the actual number of units that will be required during the term of the Contract. Payment will only be made on actual quantities ordered by the City and delivered by the Contractor.

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33.0 Quality

- 33.1 Products, materials, equipment and articles (the “Product”) incorporated in the Work shall be new, not damaged or defective, and of best quality (compatible with Specification) for the purpose intended.
- 33.2 The Contractor shall ensure the quality of the Product is of highest standard, executed by personnel experienced and skilled in respective duties for which they are employed. The Contractor shall immediately notify the City’s Designated Representative the Work is such as to make it impractical to produce required results.
- 33.3 If requested, the Contractor shall furnish evidence as to type, source and quality of Products provided.
- 33.4 Should any dispute arise as to quality of Products, decision rests strictly with the City’s Designated Representative based upon Requirements set out in the Contract and whose decision is final.
- 33.5 Unless otherwise indicated in the Specifications, the Contractor is required to maintain uniformity of manufacture for any particular or like item throughout.

34.0 Delivery

- 34.1 Deliveries shall be on an as, if and when required basis to the City of Vancouver, Central Stores Branch, Manitoba Works Yard, 250 West 70th Avenue, Vancouver, BC between the hours of 8:00 am and 2:30 pm Vancouver Time on any normal working day.
- 34.2 Delivery shall be completed not later than two (2) weeks after receipt of a purchase order for pipe and fittings.
- 34.3 To facilitate the City of Vancouver’s inspection of the pipe and fittings, the Tenderer shall notify the City of Vancouver Central Stores Supervisor at least forty eight (48) hours prior to the delivery of a shipment of pipe and fittings.

35.0 Unloading at Destination

- 35.1 Pipe and fittings shall be supplied on pallets, in crates, or any other safe and secure manner approved by the City of Vancouver Central Stores Supervisor. The City shall be responsible for unloading the pipe and fittings with a fork lift truck but will not be responsible for any damage caused by improper packaging by the tenderer.

36.0 Inspection

- 36.1 Inspection of the pipe and fittings shall take place at the City of Vancouver, Central Stores Branch, Manitoba Works Yard, 250 West 70th Avenue, Vancouver BC.

37.0 Samples

- 38.1 If requested by the City, samples shall be submitted within ten (10) working days from such request. The cost of such samples, including all packing, crating, insurance, freight, cartage, shipping charges, custom duties and brokerage fees shall be borne by the Tenderer.

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All pipe and fitting samples supplied to the City by the Tenderer shall be exactly the same as the sample provided and accepted by the City.

38.0 Required Documentation

38.1 The following documentation shall accompany each Unit at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Unit:

- a) Copy of the City's invoice and
- b) Owner service policy and warranty;

38.2 The City of Vancouver address shown on the documentation should read the same as the Delivery Site address set out on the purchase order and in Part C - Requirements.

39.0 Substitution

39.1 The Contractor shall not substitute materials, Product or suppliers from that set out in its Tender without written approval from the City's Designated Representative.

40.0 Plant Production Limitations

40.1 If any Unit ordered under the Contract cannot be manufactured because of plant production limitations, the City reserves the right to purchase the current replacement model at a revised price.

40.2 The revised price shall be based on a percentage adjustment based on (i) the published manufacturer's retail/list prices at the time of the Tender and (ii) the first published manufacturer's retail/list prices for the next model year.

40.3 The Contractor shall notify the Manager of Supply Management in writing if such a production situation occurs, and shall submit with the letter of notification, comparative manufacturer's retail lists supporting the proposed revision(s).

40.4 Defective Products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. The Contractor is required to remove and replace defective Product at own expense and will be responsible for delays and expenses caused by rejection.

40.5 Should any dispute arise as to quality or fitness of Products, decision rests strictly with the City's Designated Representative based upon Requirements set out in the Contract and whose decision is final.

40.6 All Products shall be manufactured in Canada or in the United States.

40.7 Unless otherwise indicated in the Specifications, the Contractor is required to maintain uniformity of manufacture for any particular or like item throughout.

**INVITATION TO TENDER NO. PS09031
SUPPLY AND DELIVERY OF EXTRA STRENGTH
VITRIFIED CLAY SEWER PIPE AND FITTINGS
PART C - REQUIREMENTS**

1.0 Introduction and Scope

- 1.1 The City of Vancouver Engineering Services, Sewers Operation Branch reconstructs about one percent (1%) of the City's sewer system each year. The original combined sewer system is being replaced with separate storm and sanitary systems thereby reducing combined sewage overflows to local receiving waters. To date, about forty five percent (45%) of the entire system has been separated.

Because of Vancouver's mild winters, City sewer construction crews work on a continuous basis twelve (12) months a year. Various pipe materials are used by the City for constructing new sewer pipes including extra strength vitreous clay pipe which is primarily used for pipe sizes between eight (8) and fifteen (15) inches in diameter. Much of Vancouver's original sewer system was constructed with clay pipe and as the City has had a favorable experience with this product, clay pipe continues to be regularly specified for many of its sewer replacement projects. The estimated annual quantity of extra strength clay pipe required for this contract is shown in Part D - Form of Tender, Table 3.0 and the specifications for the pipe, fittings and gaskets are described in Part C - Requirements, Section 3.0, Technical Requirements.

- 1.2 The City requires a Tenderer(s) who is capable of:
- a) supplying and delivering extra strength vitrified clay sewer pipe and fittings;
 - b) meeting the current specifications, as per Part C - Requirements, under ASTM and CSA standards; and
 - c) delivery to Work Site, within two (2) weeks after receipt of order.

2.0 General Requirements

- 2.1 All pipe and fittings supplied under this specification shall meet the latest revision of CSA A60.1 M or ASTM C700.

3.0 Technical Requirements

3.1 Joints

The City Engineer prefers that all pipe and fittings shall have flexible-type joints which do not utilize detachable O-rings or gaskets. Joints shall meet the latest revision of ASTM C425 or CSA A60.3 M. The City Engineer reserves the right to accept or reject the design of any type of joint offered.

3.2 Pipe

All pipe supplied shall have a glazed finish and shall have a water absorption of less than eight percent (8%) as determined by testing in accordance with the latest revision of CSA A60.2 M or ASTM C301. Section 6 - "Hydrostatic Pressure Test" of ASTM C301 shall not apply without approval of the City Engineer.

Should unglazed pipe be offered as an equivalent alternative to glazed pipe, the City Engineer may elect to determine equivalency as per Section five (5) of CSA A60.2 M or ASTM C301, test for acid resistance. The results of these tests must be to the

**INVITATION TO TENDER NO. PS09031
SUPPLY AND DELIVERY OF EXTRA STRENGTH
VITRIFIED CLAY SEWER PIPE AND FITTINGS
PART C - REQUIREMENTS**

satisfaction of the City Engineer.

3.3 Hubs

All hubs shall be a minimum six (6") inches in length and plain ended on both sides.

3.4 Wyes

All wyes shall be plain ended on the branch end.

3.5 Bends

All bends, other than four (4") inch, shall be mitred.

3.6 Drop Manhole Tees

Drop Manhole tees, also known as Wye-Tee combinations, shall be as per Appendix 3 - Drawing of Y-Tee Drop Manholes.

4.0 Test Results

4.1 Test Results, as specified in ASTM C425 and C700, shall be forwarded with each shipment of pipe supplied to the City. These results, addressed to the attention of "The Materials Engineer", shall be representative of the material being supplied, based on the production date codes stamped into each pipe. The specific test results to be supplied shall be as follows:

- a) Bearing Strength (3-Edge Bearing) as per ASTM C700;
- b) Absorption Tests as per ASTM C700;
- c) Joint Shear Load as per ASTM C425; and
- d) Joint Deflection as per ASTM C425.

Other test results, as outlined in both ASTM C425 and C700 shall be made available upon request.

4.2 In the event that the specified test results are not supplied in a timely fashion, as determined by the City Engineer or his representative, the City may arrange on their own to have those materials tested. The cost of this testing shall be charged back to the supplier at a total value not to exceed one (1%) percent of the total value of Vitrified Clay Pipe being supplied on an annual basis.

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

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

To the City of Vancouver,

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

Table 1 - Required Documents:

Description	Required	Received
Certificate of Existing Insurance	Yes	
Undertaking of Insurance	Yes	

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

To be Initialled at Tender Opening:

 Manager, Supply Management or designate

 Witness

INVITATION TO TENDER NO. PS09031
SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
FITTINGS
PART D - FORM OF TENDER

1.0 Compliance

- 1.1 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the column titled "Variations, ...").
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the space provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the column titled "Variations, ...").

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

2.0 Schedule of Prices and Quantities:

Item No	Description	Annual Estimated Quantity	Effective Laid Length/Pipe (to be determined by bidder)	Unit Price per Foot (effective laid length)	Total
1	6" Vit. Pipe 6 ft. long	75 ft.	ft.	\$	\$
2	6" Vit. Pipe 2 ft. long	10 ft.	ft.	\$	\$
3	8" Vit. Pipe 6 ft. long	8,000 ft.	ft.	\$	\$
4	8" Vit. Pipe 2 ½ ft. long	700 ft.	ft.	\$	\$
5	10" Vit. Pipe 6 ft. long	5,000 ft.	ft.	\$	\$
6	10" Vit. Pipe 2 ½ ft. long	300 ft.	ft.	\$	\$
7	12" Vit. Pipe 6 ft. long	2,000 ft.	ft.	\$	\$
8	12" Vit. Pipe 2 ½ ft. long	150 ft.	ft.	\$	\$
9	15" Vit. Pipe 3 ft. long	250 ft.	ft.	\$	\$
10	4" x 45° Bends (long radius)	10	ea.	\$	\$

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

Item No	Description	Annual Estimated Quantity	Effective Laid Length/Pipe (to be determined by bidder)	Unit Price per Foot (effective laid length)	Total
11	6" x 22 ½° Bends (long radius)	5	ea.	\$	\$
12	6" x 90° Bends (long radius)	1	ea.	\$	\$
13	8" x 22 ½° Bends (long radius)	10	ea.	\$	\$
14	8" x 45° Bends (long radius)	30	ea.	\$	\$
15	8" x 90° Bends (long radius)	30	ea.	\$	\$
16	10" x 22 ½° Bends (long radius)	10	ea.	\$	\$
17	10" x 45° Bends (long radius)	15	ea.	\$	\$
18	10" x 90° Bends (long radius)	15	ea.	\$	\$
19	12" x 90° Bends (long radius)	5	ea.	\$	\$
20	15" x 45° Bends (long radius)	1	ea.	\$	\$
21	4" Hubs - (6" length)	50	ea.	\$	\$

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

Item No	Description	Annual Estimated Quantity	Effective Laid Length/Pipe	Unit Price per Foot (effective laid length)	Total
22	6" Hubs - (6" length), plain ended	900	ea.	\$	\$
23	8" Hubs - (6" length) plain ended	50	ea.	\$	\$
24	10" Hubs - (6" length) plain ended	15	ea.	\$	\$
25	12" Hubs - (6" length plain ended)	10	ea.	\$	\$
26	6" Off 6" Wyes - branch plain ended	5	ea.	\$	\$
27	6" off 8" Wyes - branch plain ended	300	ea.	\$	\$
28	8" Off 8" Wyes - branch plain ended	25	ea.	\$	\$
29	4" Off 10" Wyes - branch plain ended	6	ea.	\$	\$
30	6" Off 10" Wyes - branch plain ended	150	ea.	\$	\$
31	8" Off 10" Wyes - branch plain ended	10	ea.	\$	\$
32	10" Off 10" Wyes - branch plain ended	10	ea.	\$	\$
33	6" Off 12" Wyes - branch plain ended	100	ea.	\$	\$

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

Item No	Description	Annual Estimated Quantity	Effective Laid Length/Pipe	Unit Price per Foot (effective laid length)	Total
34	8" Off 12" Wyes - branch plain ended	10	ea.	\$	\$
35	10" Off 12" Wyes - branch plain ended	10	ea.	\$	\$
36	12" Off 12" Wyes - branch plain ended	5	ea.	\$	\$
37	8" Off 8" D.M.T.'S (Drop Manhole Tee, aka Wye-Tee combinations)	30	ea.	\$	\$
38	10" Off 10" D.M.T.'S (Drop Manhole Tee, aka Wye-Tee combinations)	15	ea.	\$	\$
39	12" Off 12" D.M.T.'s (Drop Manhole Tee, aka Wye-Tee combinations)	5	ea.	\$	\$
40	4" Wye Saddles	12	ea.	\$	\$
41	6" Wye Saddles	12	ea.	\$	\$
42	8" Wye Saddles	1	ea.	\$	\$
43	4" x 6" Increasesers	1	ea.	\$	\$
44	4" x 8" Increasesers	1	ea.	\$	\$
45	6" x 8" Increasesers	1	ea.	\$	\$
46	6" x 10" Increasesers	1	ea.	\$	\$

**INVITATION TO TENDER NO. PS09031
 SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
 FITTINGS
 PART D - FORM OF TENDER**

Item No	Description	Annual Estimated Quantity	Effective Laid Length/Pipe	Unit Price per Foot (effective laid length)	Total
47	8" x 10" Increasers	6	ea.	\$	\$
48	8" x 12" Increasers	1	ea.	\$	\$
49	10" x 12" Increasers	6	ea.	\$	\$
SUB - TOTAL:					\$
GST:					\$
PST:					\$
TOTAL:					\$

STATE: Any discounts from the manufacturer's price list for items not listed above:
 _____%

STATE: The above prices are quoted in: _____ funds. (Canadian/USA/other).

STATE: Guaranteed delivery time to destination after placement of orders: _____ working days.

CASH DISCOUNT - (15th of the month following, or later, is preferred by the City).

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

(a) paid within ___ days - or (b) paid by the ___th of the month following.

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

INVITATION TO TENDER NO. PS09031
SUPPLY AND DELIVERY OF EXTRA STRENGTH VITRIFIED CLAY SEWER PIPE AND
FITTINGS
PART D - FORM OF TENDER

3.0 Value Added Services:

3.1 State any added values services that your company may offer: (eg - online ordering, ability to view purchase order history,).

4.0 Discounts

4.1 The City may require products that are not listed in the Schedule of Prices and Quantities above. State the discount offered on those products.

4.2 Special Discounts:

State additional discount from the above prices in Section 2.0 - Schedule of Prices and Quantities, if the Tender is awarded in its entirety to a single Contractor:

INVITATION TO TENDER NO. PS09031
SUPPLY AND DELIVERY OF EXTRA STRENGTH
VITRIFIED CLAY SEWER PIPE AND FITTINGS
PART D - FORM OF TENDER

5.0 Tenderer's Declaration

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

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

_____ Authorized Signatory for the Tenderer	_____ Date
_____ Name and Title (<i>please print</i>)	

6.0 Acceptance of Tender

ACCEPTANCE/NOTICE OF AWARD

Date of Acceptance _____

The City hereby accepts the Tender for the supply and delivery of the goods, materials, Products, equipment and/or services described herein or that portion of the goods and/or services set out below at the prices and on the Terms and Conditions set forth in the tender:

City of Vancouver, by its authorized signatory:



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

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

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

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenant's Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles.

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER _____	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. PROFESSIONAL LIABILITY INSURANCE

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____



CERTIFICATE OF INSURANCE
 [To be completed and submitted by successful Tenderer upon
 Notice of Award in accordance with Part B - Section 20.0]

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

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
- And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
 Including the following extensions:
- | | |
|--|--|
| <input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Products and Completed Operations
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest
<input checked="" type="checkbox"/> Employees as Additional Insureds
<input checked="" type="checkbox"/> Blanket Contractual Liability
<input checked="" type="checkbox"/> Non-Owned Auto Liability | LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) |
| INSURER: _____ | Per Occurrence: \$ _____ |
| POLICY NUMBER: _____ | Aggregate: \$ _____ |
| POLICY PERIOD: From _____ to _____ | All Risk Tenant's Legal Liability: \$ _____ |
| | Deductible Per Occurrence: \$ _____ |

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

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

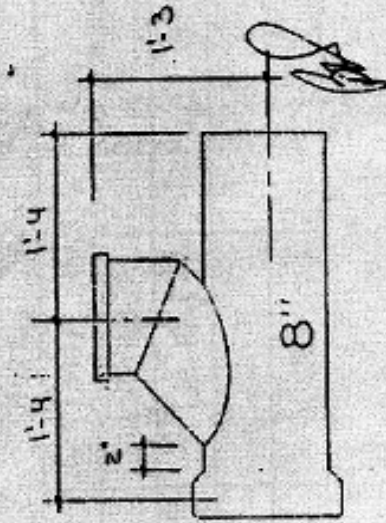
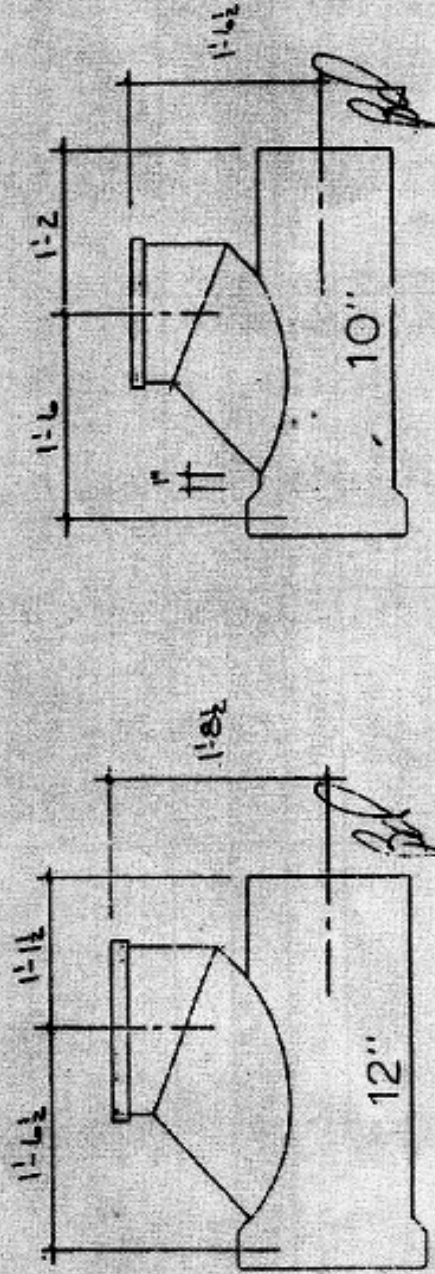
7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
- _____

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated: _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

8", 10", 12" Y-TEE Drop Manholes



ALL DIMENSIONS
ARE ± 1"

1-13-95

(To be Submitted with Form of Tender)

To: City of Vancouver

RE: [_____ PS _____]

Dear Sirs:

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

- (1) insure the Contractor in the amount of two million dollars (\$2,000,000) Commercial General Liability Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver, and its officials, officers, employees, and agents as additional insureds;
 - B. state that such policy applies to each insured in the same manner and to the same extent as if separate policies had been issued to each insured named on the policy (cross liability and severability of interests endorsement);
 - C. state that the policy cannot be cancelled, or coverage materially reduced without at least sixty (60) days written notice delivered to the City of Vancouver's Project Manager; and
 - D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,

- (2) insure the Contractor for the full replacement cost value of the Product with All Risk Property Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver as an insured;
 - B. naming the City of Vancouver as a loss payee stating that proceeds will be payable to the Contractor and City as their interests may appear;
 - C. containing a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,
 - D. state that the policy cannot be cancelled, or coverage materially reduced without at least sixty (60) days written notice delivered to the City of Vancouver's Project Manager; and
 - E. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,

- (3) insure the Contractor for all Third Party Auto Legal Liability Insurance in an amount not less than two million (\$2,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein:

If the Contract is awarded to:

EXCEPTIONS:

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

BY: _____ TITLE:

The "Certificate of Existing Insurance" in Appendix 1 should be completed and signed and enclosed with this Appendix 4 both of which are to be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.