



INVITATION TO TENDER PS09161 (the "ITT")

FABRICATION, SUPPLY AND INSTALLATION OF ARCHITECTURAL  
SIGNAGE AND SITE FURNISHINGS FOR THE PACIFIC COLISEUM

Tenders will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time of 3:00:00 P.M. Vancouver Time, Tuesday September 8, 2009, and they will be opened and publicly registered at 11:00:00 A.M Wednesday, September 9, 2009.

NOTES:

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

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

Harinder Kainth  
Buyer

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

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PART A - INSTRUCTIONS TO TENDERERS

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NOTE: Definitions given to any terms anywhere in the ITT will apply throughout the ITT, except where explicitly stated otherwise or the context otherwise requires.

1.0 Description of Requirements

1.1 The City invites Tenders for the fabrication, supply and installation of new exterior architectural signage, security gate and exterior bench seating for the Pacific Coliseum Plaza (100 North Renfrew Street, Vancouver) further described in the Part C - *Requirements* portion of the ITT (the "Requirements").

1.2 Tenderers are required to submit a Tender for the full Requirement only. Partial responses will be put aside and given no further consideration.

2.0 Contract Term - Intentionally Omitted

3.0 Pricing

3.1 Prices are to be quoted in Canadian currency, (and exclusive of all taxes) F.O.B. destination to the Delivery Site(s), with all freight, unloading costs, import duties, brokerage fees, royalties, handling costs, overhead, profit and all other costs, expenses and allowances included therein.

4.0 Inquiries and Clarifications

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

5.0 Conduct of the Contract

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

6.0 Inspection of Site

6.1 Where applicable, Tenderers shall inspect the Work Site(s) and make allowances in its Tender for such conditions as in the sole opinion of the Tenderer are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

7.0 Submission of Tender

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

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- 7.2 All Tenders are to be submitted in the form shown in Part D - Form of Tender portion of the ITT (the "Form of Tender"), and enclosed in a sealed envelope or package, and marked with the Tenderer's name and the ITT title and number as more particularly described below:
- a) Completed Part D - Form of Tender;
  - b) Amendments, Questions & Answers and Clarifications, all duly signed and acknowledged by the Tenderer;
  - c) Documents required pursuant to Table 1 on Page FT1 of Part D - Form of Tender; namely,
    - i) Appendix 1 - Certificate of Existing Insurance;
    - ii) Appendix 3 - Prime Contractor Agreement;
- 7.3 The Tenderer should submit two (2) copies of its Tender in accordance with the instructions stated in the ITT.
- 7.4 Tenders are to be completed in English.
- 7.5 Tenderers are to enter their corporate or legal business name on the first page of the Form of Tender. The Form of Tender is to be signed by an authorized signatory of the Tenderer in the place provided. The authorized signatories of Tenderers are to initial all other pages of the Form of Tender in the spaces provided.
- 7.6 Amendments to a Tender may be submitted only if they are delivered to the City in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.7 All Tenders are irrevocable after the Closing Time. Tenders may be withdrawn only prior to the Closing Time, by delivery to the City of a written notice duly signed by a Tenderer's authorized signatory and delivered prior to the Closing Time to the City's Purchasing Services Office at the location described on the cover page of the ITT.
- 7.8 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that any liabilities on the City's part connected with the ITT, the conduct or outcome of the ITT, and/or all related processes, decisions and procedures, and any and all City duties and obligations in connection with all of the foregoing, are limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if the City makes a payment of that amount into (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose):
- a) The City will be fully released and discharged of all further liability; and

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- b) the Tenderer, upon the request from time to time of the City, execute and deliver to the City, in its favour, a written form of release of all claims and liabilities connected to the foregoing matters (in such form as the City may reasonably prescribe).

**8.0 Bid Bond - Intentionally Omitted**

**9.0 Declaration - No Conflict of Interest/ No Collusion**

**9.1 Declaration as to Conflict of Interest**

The Tenderer now confirms and warrants that, except as the Tender has disclosed pursuant to Section 1.1 of the Form of Tender, there is no officer, director, shareholder, partner or employee or other person connected in any other way, directly or indirectly, with the Tenderer (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City,

such that there would be any conflict of interest or any appearance of conflict of interest in connection with the City's evaluation or consideration of its Tender.

**9.2 Declaration as to Collusion**

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

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

**10.0 Evaluation of Tenders**

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

- a) the Tenderer's ability to meet the Requirements, and the qualifications and competencies set out in the ITT;
- b) the Tenderer's price offer, including but not limited to prices, supply, installation costs, operating production and maintenance costs, warranty, and any life cycle considerations;

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- c) the Tenderer's business and technical reputation and capabilities and experience and, where applicable, the experience of its personnel, its financial stability and track record and references of current and former customers; and or/
  - d) City's previous experience with the Tenderer and or Products offered and or/
  - e) Ability to meet Completion of Work date.
- 10.2 The City may elect to short-list some Tenderers and require short-listed Tenderers to provide additional information or details, including making a presentation, supplying samples, demonstrations and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.
- 10.3 Prior to awarding any Tenderer a Contract in connection with the ITT, the City may require the Tenderer to demonstrate to the City's satisfaction that the Tenderer is financially stable. Should the City make such a request, the Tenderer will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 10.4 Prior to awarding any Contract to any Tenderer in connection with the ITT, the City may negotiate with any or more of the Tenderers changes to the Requirements and/or terms or conditions of the ITT and it may do so without having any duty or obligation to inform any other Tenderers of such negotiations or to permit them to modify their Tender prices as a result of the changes to the Requirements and the City will have no liability to any such other Tenderer as a result of such negotiations or changes.
- 10.5 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out in the ITT.
- 10.6 Preference may be given to Tenders offering environmentally beneficial Products or services.
- 11.0 Solicitation
- 11.1 The City will be entitled to reject the Tender of any Tenderer who or that at anytime in any way does anything directly or indirectly to influence any official, officer, employee, agent or elected official of the City with respect to the Tender.
- 12.0 Acceptance and Rejection of Tenders
- 12.1 Notwithstanding any other provision in the ITT, the City, in its discretion, has the unfettered right to:
- a) accept any Tender;
  - b) reject any Tender;

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- c) reject all Tenders;
  - d) accept a Tender which is not the lowest priced Tender;
  - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in the ITT;
  - f) reject a Tender even if it is the only Tender received by the City;
  - g) accept all or any part of any Tender or Tenders; and
  - h) accept more than one Tender by splitting the award of Contract, and the fulfilment of the Requirements, between or amongst the Tenderers submitting them.
- 12.2 All Tenders are irrevocable and will remain open for acceptance until sixty (60) days after the Closing Time, regardless of whether or not the City has accepted any Tender during that period.
- 12.3 Any deviations from the Requirements, Specifications or the conditions specified in the ITT contained in any Tender must be stated clearly in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of the ITT.
- 12.4 The City, in its discretion, may waive with respect to any Tender any non-compliance with the ITT and may elect to Tenders that are non-conforming in respect of the ITT, that is, any Tenders that are not in the form, do not contain all of the content or have been submitted to the City in a way that do not comply with the tendering process required by the ITT.
- 13.0 Award of Contract
- 13.1 The award of a Contract in respect of the ITT may be contingent on funds being approved and an award of contract being made by City Council.
- 13.2 The Tender response, ITT, any purchase order(s) and such other documents, including without limitation, all amendments or addenda to the ITT (the "Contract Documents"), will contain the terms and conditions of a contract, in respect of the subject matter of the ITT, between the City any Tenderer to whom the City chooses to award a Contract. In the event of any conflict between or amongst any of the Contract Documents, they will be interpreted so as to take precedence and govern over each other in the following order of priority from highest to lowest:
- a) subject to Section 13.2, the City's purchase orders, including, without limitation, the standard purchase order terms and conditions (which may be downloaded from <http://vancouver.ca/bid/terms.htm> );
  - b) any written amendments as agreed between the Tenderer and the City to any of the Contract Documents;



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- c) the Tender; and
- d) the ITT and any amendments and addenda thereto.

13.3 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any Work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.

13.4 The City is not under any obligation to award any Contract in respect of the ITT to any Tenderer and may elect to terminate the ITT at anytime.

**14.0 Quantities**

14.1 The quantities stated in the ITT are only the City's best estimates of the Requirements and Tenderers should not consider such estimates to be fixed quantities. Actual quantities will likely vary, but the Tenderer's unit prices will remain fixed regardless of the actual variances in quantities actually required by the City. The City will pay the Contract price only for quantities of Products the City actually orders and that the Contractor actually delivers to the City in accordance with the Contract.

14.2 It may be desirable for the City to award one or more Contracts, so that Products may be obtained from the depot that would produce the lowest "on site" cost after hauling costs are considered. Therefore, no guarantee is made or given with respect to the quantities set out herein.

**15.0 Brand Names**

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

**16.0 Alternates and/or Variations to Specifications**

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

16.2 Tenderers shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

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- 16.3 If, in addition to submitting a Tender that specifically addresses the Requirements and the Specifications as required by the ITT, the Tenderer wishes to offer in some way an alternative to the Requirements and/or the Specifications as set out in the ITT, this can be done by the Tenderer submitting a separate additional Tender in the form required by the ITT and containing the alternatives suggested.
- 16.4 The City is not obligated to accept any Tenders offering alternatives to the Requirements and/or the Specifications as set out in the ITT.
- 16.5 The City will determine what might constitute permissible alternatives to the Requirements and Specifications as set out in the ITT.
- 17.0 Environmental Responsibility**
- 17.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive Products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.
- 17.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 18.0 Named Sub-contractors**
- 18.1 The Tenderer agrees that the sub-contractors shown in its Tender are the sub-contractors that it proposes to use to carry out the Requirements. The Tenderer agrees to engage the listed sub-contractors and no others in their stead without prior written authorization of the City.
- 18.2 The City may or may not reject Tenders that propose to sub-contract all or substantially all of the Requirements.
- 19.0 Access to/Ownership of Tender Information**
- 19.1 ITT Documents Remain/Tender Becomes - City's Property
- a) All ITT packages and addenda provided to the Tenderer by the City remain the property of the City and must be returned to the City upon request.
- b) The documentation containing the Tender, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Tender.
- 19.2 Tenderer's Submission Confidential
- Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Tender in the course of publicly reporting to the Vancouver City Council on the ITT or announcing the results of the tendering process related thereto, the City

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will treat as confidential, in substantially the same manner as it treats its own confidential material and information, all materials and information any Tenderer expressly submits to the City in confidence and the City's evaluation of any such materials and information.

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

19.3 All City Data/Information is Confidential

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

All material and information that has or will come into the possession or knowledge of the Tenderers in connection with this Tender process will be confidential and may not be disclosed or utilized in any way except in accordance with the ITT.

19.4 Disclosure Requires Prior Consent

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

19.5 Declaration of Confidentiality

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

- a) the information supplied by the Tenderer in response to the ITT is expressly provided in strict confidence;
- b) any records made of the evaluation of the Tenderer's Tender and all other submissions will be the property of, and private to, the City and will not be disclosed to the Tenderer or anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Tenderer's trade secrets or proprietary commercial information concerning its private business affairs; and

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- 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

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1.0 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

“Delivery Site” means the Pacific Coliseum Plaza, 100 North Renfrew Street, Vancouver, B.C., unless otherwise stated in the ITT;

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

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that ownership and title to the Products transfers to the City when same are fully delivered to the Delivery Site and duly accepted there by the City;

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

“ITT” means the ITT including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Requirements; Part D - Form of Tender; Appendix 1 - Tenderer’s Certificate of Existing Insurance; Appendix 2 - Contractor’s Certificate of Insurance; Appendix 3 - Prime Contractor Agreement, Appendix 4 - Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum, any additional attachments listed in the Table of Contents; and any amendments, addenda, questions & answers and/or clarifications pertaining to the ITT that may be issued prior to the Closing Time;

“Products” means the goods, materials, equipment and or services to be supplied to the City pursuant to the Contract, as more specifically described in the ITT;

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

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

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

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

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

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

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

“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;

“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;

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

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

2.0 Notices

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

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

3.0 Assignment

3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of or transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 5.1 of the Form of Tender or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.

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

4.0 Independent Contractor

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

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5.0 Sub-Contractors

- 5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract or in any other way let out the performance of any part of the Requirements to any third party except in accordance with the Contract Documents or without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Form of Tender but only for the "Area of Responsibility" set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sublet, sub-contract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out of the performance of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Requirements in accordance with the Contract, but shall continue to be responsible for the same in the same manner as if all the Requirements had been performed by the Contractor.

6.0 Time of the Essence

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

7.0 Laws, Permits and Regulations

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

8.0 Workplace Hazardous Materials Information System ("WHMIS")

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

9.0 Products Standards

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



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10.0 Changes in Requirements

10.1 City May Request

The City, by giving written notice to the Contractor, may at any time during the Term request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than five (5) days after receipt of such notice, inform the City of any adjustments to the Contract Price that should reasonably be made as a result of such change in the Requirements, or will notify the City that no adjustment is required. If adjustments to the Contract Price are reasonably required and the City confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be so amended as agreed by the City.

10.2 Disputes Over Requested Change

If the City determines that any such adjustments to the Contract Price are unacceptable, or that an adjustment or alternate adjustment to the Contract Price should be made in connection with a change in the Requirements, and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

- a) the City may refer the question of an adjustment to arbitration to determine the appropriate adjustments pursuant to Section 25.0 - *Dispute Resolution* (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1);
- b) the City may proceed with the Contract without the proposed change in Requirements; or
- c) the City may cancel all or any part of the Contract, provided the City gives the Contractor at least
  - i) Ninety (90) days prior written notice of cancellation with respect to any given category of Products (as those categories are set out in Form of Tender) , or
  - ii) One hundred twenty (120) days prior written notice of cancellation with respect to a cancellation of the Contract (excluding any and all Products already delivered).

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

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Products delivered to the City pursuant to the Contract. The Contractor will comply with all such orders and instructions promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the Contract or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to the City's Designated

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Representative will not constitute an acknowledgment by the City as to the validity of the Contractor's claim that such orders or instructions are not authorized by the Contract, and the City will then be at liberty to contest or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements and the giving of such late notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

**11.0 Delivery**

11.1 All Deliveries are to be made between 8:00 a.m. and 2:30 p.m. on Business Days only, unless other arrangements have been agreed to in writing. A material safety data sheet ("MSDS") must accompany all shipments containing Products regulated under WHMIS legislation.

**12.0 Quality of Products**

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

**13.0 Inspection**

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

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

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

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

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14.0 Warranty

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

15.0 Protection of Person and Property

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

16.0 Rectification of Damage and Defects

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

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17.0 Clean Up

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

18.0 Indemnification

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

18.2 The Contractor will indemnify the City from and against any and all liability and legal expenses in respect of any claim made against the City or any City property for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act* (British Columbia), or to any attachment for debt, garnishee process or otherwise in connection with any Products supplied by the Contractor supplied to the City pursuant to the Contract.

19.0 Termination

19.1 The City may terminate the Contract at anytime:

- a) with thirty (30) days written notice to the Contractor at any time during the Term the Contractor fails to deliver Products within the time required by the City or fails to perform any other provisions, terms or conditions of the Contract as required by the Contract;
- b) immediately without notice to the Contractor, in the event of any failure of the Contractor to meet the safety requirements of the Contract;
- c) immediately without notice to the Contractor, in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract;
- d) immediately without notice to the Contractor, in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; Or
- e) immediately without notice to the Contractor, in the event of the Contractor in any way ceasing to exist as a legal entity; and

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- f) with thirty (30) days notice to the Contractor, if at anytime during the Term the City, in its discretion, determines that it no longer needs to purchase the Products.
- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such Products as have been duly supplied and delivered to the City up to the date of the termination of the Contract.
- 19.3 Upon termination of the Contract, the City may procure from sources other than the Contractor goods, materials, equipment and/or services equivalent or substantially similar to the Products and the Contractor will be liable to the City for any costs the City incurs in respect thereof that is additional to the price for which the Contractor has agreed to supply the Products to the City under the Contract. The City will not be liable to the Contractor in any way under the Contract in circumstances in which the Contractor cannot access the Delivery Site to deliver the Products as required under the Contract because of strikes, lockouts of Acts of God.
- 20.0 Insurance
- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor, at its expense and its sub-contractors, at their expense, shall obtain and continuously carry during the Term of the Contract, the following insurance coverage described below.
- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.
- 20.3 The Contractor and each of its sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 20.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be in excess of this insurance and shall not contribute with it.
- 20.6 The Contractor shall provide the City with evidence of all required insurance in the form included in the ITT as Appendix 2 - *Contractor's Certificate of Insurance* upon award. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the Term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's

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Designated Representative at least twenty (20) calendar days prior to the expiry date of the insurance being renewed, extended, or replaced. At any time, and from time to time, and within seven (7) calendar days of a request for same, updated Certificates of Insurance (or if specifically requested certified copies of all insurance policies) will be made available to the City's Designated Representative.

- 20.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative detailed Certificates of Insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 20.8 The Contractor shall obtain and maintain in full force and effect during the Term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise in connection with the Contractor's performance under this Contract.

The coverage limit of the commercial general liability insurance required hereby shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Products and completed operations. The deductible per occurrence shall not exceed five thousand (\$5,000) per occurrence.

The policy of insurance shall:

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

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million

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(\$2,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with this Contract.

c) All Risk Property Insurance

All risk installation floater protecting the Contractor and the City against all losses and damages for all materials, equipment and machinery, labour and supplies or any nature whatsoever, Work in progress, including property of the insured or of others for which the Insured may have assumed responsibility to be used in or incidental to the Work Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the Insured's risk, at the Work Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing. The policy shall name the City of Vancouver as additional insured and loss payee for its interest.

d) Contractor's Equipment Insurance

"All Risk" insurance with Insurers acceptable to the City, covering all construction equipment, owned or rented or for which the Contractor or any of his subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the subcontractor, as the case may be, will, if so requested by the City in writing, forthwith replace such damaged or destroyed construction equipment. The Contractor or Subcontractor, as the case may be shall have the following clause included in such insurance policy.

Waiver of Subrogation:

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his right of subrogation against the City, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and site preparation and related operations of the Work and any of their servants, agents, employees, and part, subsidiary, affiliated or associated firms.

21.0 Worksafe BC Compliance

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

(a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work or Service which is the subject of this Contract. The Contractor agrees that the city has the unfettered right to set off the

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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.

- (b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
- (c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
  - (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site, unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and
  - (iii) Within **five (5) Business Days** of the City delivering the Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached.
- (d) *General WorkSafe BC Obligations* - In addition to, and not in lieu of the Contractor's obligation as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during the performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- (e) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- (f) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.



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- (g) *Special Indemnity Against WorkSafeBC Non-Compliance* – The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
  - (iii) Any breach of the Contractor's obligations under this General Condition..

**22.0 Character of Workers**

- 22.1 On the written request of the City, the Contractor will remove from any involvement with the Contract any employee, sub-contractor or agent for any reason the City reasonably considers to be sufficient, including but not limited to the following:
- a) intoxication while performing under the Contract;
  - b) use of foul, profane, vulgar or obscene language or gestures while performing under the Contract;
  - c) solicitation of gratuities or tips from any person for services performed under the Contract;
  - d) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations while performing under the Contract; or
  - e) any action in the performance of the Contract that may be a public nuisance or disorderly conduct.
- 22.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, sub-contractor or agent has been removed from further involvement with this Contract.

**23.0 Unavoidable Delay**

- 23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to Unavoidable Delay. For the purposes of this section, "Unavoidable Delay" means any circumstances beyond

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the reasonable control of the party trying to perform (such as, for example, Acts of God, war or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or work stoppages due to labour affiliations of the Contractor's or its sub-contractors' or suppliers' employees, or governmental action taken in the enforcement of law specifically against the Contractor. "Unavoidable Delay" expressly includes any circumstance where the Delivery Site(s) are not available due to strikes, lockouts or other labour disruption involving the City's employees, or acts of God or other events which cause operations at the Delivery Site to cease or be suspended.

23.2 Despite Section 23.1, where any Unavoidable Delay of any type prevents the Contractor from delivering the Products within twenty five (25) calendar days of any Delivery Date, the City will have the right to cancel the Contract without liability or recourse by either party effective immediately upon the City giving written notice to the Contractor and the City will then upon request make the Letter of Credit or Bonds (if any) available for pick up by the Contractor within seven (7) calendar days of such cancellation.

**24.0 Failure to Perform**

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

**25.0 Dispute Resolution**

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

- a) reasonable good faith negotiations between the parties;
- b) failing that, by good faith mediation between the parties;
- c) failing that by arbitration; or
- d) failing that, by a court of competent jurisdiction within the Province of British Columbia and governed by the laws of British Columbia.

25.2 Any arbitration between the City and the Contractor carried out pursuant to the Contract shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.

25.3 All dispute resolution proceedings as described above that carried out in connection with the Contract will be carried out in the City of Vancouver, British Columbia and be governed by the laws of British Columbia.

25.4 The costs of any arbitration of any disputes between the Contractor and the City in respect of the Contract will be paid by the unsuccessful party to the arbitration.

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**26.0 Contract Price/Payment**

- 26.1 The City will pay the Contractor from time to time for the supply of Products pursuant to the Contract net thirty (30) days from receipt of invoice or acceptance of the Products, whichever is later, or on other terms to be negotiated.
- 26.2 The Contractor may be required to accept payment by electronic funds transfer or purchasing card (MasterCard).

**27.0 Taxes**

- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor as required by law.
- 27.2 The Contract Price is exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, overhead, profit and any and all other costs are deemed to be included in the Contract Price.
- 27.3 Invoices must separately show the appropriate amounts for GST and PST.

**28.0 Non-resident Withholding Tax - Intentionally Omitted**

**29.0 Failure to Enforce**

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

**30.0 Successors and Assigns**

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

**31.0 No Promotion of Relationship**

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

INVITATION TO TENDER NO. PS09161  
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FURNISHINGS FOR THE PACIFIC COLISEUM

PART B - GENERAL CONDITIONS

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32.0 Samples

- 32.1 The City may request at anytime during the Term that the Contractor provide the City with samples of the Products and within five (5) business days from such request the Contractor will provide the City with the samples requested.
- 32.2 All Products the Contractor supplies to the City under the Contract shall be exactly the same in all respects as any Products the Contractor gives to the City as a sample thereof and which the City informs the Contractor is acceptable Products.

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**PART C - REQUIREMENTS**

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**1.0 Scope of Contract**

1.1 For the supply and installation of new architectural signage; removal and relocation of building mounted flag poles; removal and disposal of existing security gate, fabrication and installation of new security gate and fabrication and installation of exterior bench seating.

**2.0 Requirements**

2.1 All requirements for removals, shop drawings, fabrications, installations and repairs are outlined in Appendix 4 Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum Specifications.

**3.0 Project Schedule**

3.1 The site will be available for commencement of work post-PNE Fair, September 14, 2009. Work is to be completed no later than November 15<sup>th</sup>, 2009.

**4.0 Completion of Work**

4.1 All work must be complete by November 15<sup>th</sup>, 2009. The Pacific Coliseum will host the 2010 Winter Games short track speed skating and figure skating events and the facility must be complete and ready to hand over to VANOC well in advance of the Games.

**5.0 Delivery Site and Invoicing**

5.1 Products shall be delivered to and invoiced to the Delivery Site at:

Pacific National Exhibition  
Pacific Coliseum Plaza  
100 North Renfrew Street,  
Vancouver, BC.,

and invoiced to:

City of Vancouver  
Hastings Park/PNE Planning  
453 West 12<sup>th</sup> Avenue,  
Vancouver, BC  
V5Y 1V4  
Attention: David Hutch

**INVITATION TO TENDER NO. PS09161  
 FABRICATION, SUPPLY AND INSTALLATION OF ARCHITECTURAL SIGNAGE AND SITE  
 FURNISHINGS FOR THE PACIFIC COLISEUM**

**PART D -FORM OF TENDER**

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

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

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

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

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

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

To the City of Vancouver,

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

Table 1 - Required Documents:

Description	Reference	Required	Received
Tenderer's Certificate of Existing Insurance	Part B - Section 20.0 & Appendix 1	Yes	
Prime Contractor Agreement	Appendix 3	Yes	

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

To be initialled at Tender Opening:

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

\_\_\_\_\_  
 Witness

**INVITATION TO TENDER NO. PS09161  
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**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*, unless the Tenderer deletes this note, the Tenderer describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest, the Tenderer now conclusively declares there are no such conflicts of interest.

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

**2.0 References**

2.1 The following is a list of references to whom the Tenderer under contract has supplied Products or similar Products, goods, materials, or equipment. The Tenderer agrees that the City may contact these references at its discretion to inquire of the level and quality of the service provided to them by the Tenderer. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer and Tender.

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

**INVITATION TO TENDER NO. PS09161  
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FURNISHINGS FOR THE PACIFIC COLISEUM**

**PART D -FORM OF TENDER**

**3.0 Schedule of Prices and Quantities:**

Item No.	Description	Price
1.	Remove, Dispose Existing Security Gate; Fabricate, and Install New Security Gate, as per Appendix 4 - Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum.  Contractor is responsible for providing shop drawings for security gate, stamped and sealed by a Structural Engineer registered in the Province of BC, after award of Contract.	\$
2.	Fabricate and Install Exterior Architectural Signage as per Appendix 4 - Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum.	\$
3.	Remove and Remount Building Mounted Flag Poles as per Appendix 4 - Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum.	\$
4.	Fabricate and Install Ipe Hardwood Bench Tops as per Appendix 4 - Drawings for Pacific Coliseum Plaza Improvements and Appendix 5 - Architectural Signage and Site Furnishings for Pacific Coliseum.	\$
<b>TOTAL TENDER PRICE:</b>		<b>\$</b>
**Do Not Include GST in the above Pricing  Is PST included in the above pricing: Yes: _____ No: _____		

**\*\*Note to Tenderer:**

The City may choose at its own discretion, to proceed with any or all of the items listed in the Schedule of Prices and Quantities.



**INVITATION TO TENDER NO. PS09161  
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**PART D -FORM OF TENDER**

---

**4.0 Completion of Work Date:**

The ability to meet the Completion of Work date may be a deciding factor in awarding this Tender.

State your projected completion date: \_\_\_\_\_

**5.0 Sub Contractors**

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

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

**6.0 Tenderer's Declaration**

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

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

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

\_\_\_\_\_  
Date

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

INVITATION TO TENDER NO. PS09161  
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FURNISHINGS FOR THE PACIFIC COLISEUM

PART D -FORM OF TENDER

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7.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance \_\_\_\_\_

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

City of Vancouver, by its authorized signatory:

\_\_\_\_\_  
General Manager of Community Services Group

\_\_\_\_\_  
Manager, Supply Management



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

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

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

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
- |                                   |   |
|-----------------------------------|---|
| INSURER _____                     | Insured Values (Replacement Cost) -       |
| TYPE OF COVERAGE _____            | Building and Tenants Improvement \$ _____ |
| POLICY NUMBER _____               | Contents and Equipment \$ _____           |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____              |

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE
- |                                   |  |
|-----------------------------------|--|
| INSURER _____                     | Limits of Liability                      |
| POLICY NUMBER _____               | Per Occurrence/Claim \$ _____            |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____                       |
|                                   | Deductible Per Occurrence/Claim \$ _____ |

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE \_\_\_\_\_ Dated \_\_\_\_\_

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



**CERTIFICATE OF INSURANCE**  
 [To be completed and submitted by successful Tenderer upon

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

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

MAILING ADDRESS: \_\_\_\_\_

LOCATION ADDRESS: \_\_\_\_\_

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: \_\_\_\_\_

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests  
 (All Risks Coverage including Earthquake and Flood) INSURED VALUES: (Replacement Cost)  
 INSURER: \_\_\_\_\_ Building and Tenants Improvement: \$ \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_ Contents and Equipment: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Deductible Per Loss: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_
4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)  
 Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)  
 Personal Injury Per Occurrence: \$ \_\_\_\_\_  
 Products and Completed Operations Aggregate: \$ \_\_\_\_\_  
 Cross Liability or Severability of Interest All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 Employees as Additional Insureds Deductible Per Occurrence: \$ \_\_\_\_\_  
 Blanket Contractual Liability  
 Non-Owned Auto Liability
5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles  
 INSURER: \_\_\_\_\_ LIMITS OF LIABILITY:  
 POLICY NUMBER: \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*
6.  UMBRELLA OR  EXCESS LIABILITY INSURANCE LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)  
 INSURER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention: \$ \_\_\_\_\_
7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE \_\_\_\_\_

Dated: \_\_\_\_\_

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

## 1.0 Definitions

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

## 2.0 Responsibilities

***Proof of Qualification to act as Prime Contractor.***

- (a) Contractor is to provide a copy of their WorkSafeBC “Clearance Letter”, a signed copy of this Prime Contractor Agreement and all other documents requested by the City Engineer.
- (b) The Prime Contractor is to notify the City of any changes of status with the WorkSafeBC during the course of the Contract.

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:

- (a) Ensure the health and safety of the workers on the project.
- (b) Inform all other employers for the project that they are the Prime Contractor.
- (c) Coordinate all occupational health and safety activities for the project.
- (d) Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the *Workers Compensation Act*, and the *WorkSafeBC OHS Regulation*.
- (e) Review and complete a “Pre-Job Meeting Form” if the City Engineer requests.
- (f) For construction projects, post the Notice of Project on the Work Site and to WorkSafeBC.
- (g) See *WorkSafeBC OHS Regulation 20.2* for the general requirements of a Notice of Project.
- (h) On a Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
- (i) On a Work Site, provide the information listed in *WorkSafeBC OHS Regulation 20.3(4)*.

***Prime Contractor’s Qualified Coordinator (Construction Only)***

- (a) Duties of the Qualified Coordinator are listed in *WorkSafeBC OHS Regulation Clause 20.3(3)* or page 13 of the City’s Multiple Employer Workplace / Contractor Coordination Program (2003).

## 3.0 Designation

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

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

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

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

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

Date:

\_\_\_\_\_

Contract #

\_\_\_\_\_

Name of Contractor

\_\_\_\_\_

Qualified Coordinator's Name:

(Construction Only)

Name/Signature of Authorized

Representative/ Signatory of Prime

\_\_\_\_\_

PRINT NAME and SIGN

To Be Downloaded By The Tenderer At:

<http://vancouver.ca/fs/bid/bidopp/documents/PS09161Appendix4.pdf>

**(11 Pages)**

To Be Downloaded By The Tenderer At:

<http://vancouver.ca/fs/bid/bidopp/documents/PS09161Appendix5.pdf>

**(80 Pages)**