

File No.: 04-1000-20-2023-284

September 5, 2023

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of May 9, 2023 under the ***Freedom of Information and Protection of Privacy Act*** for:

1. **Record of all contracts and contract amendments and modifications made between the City and Viacom Decaux LLC, or any successor thereto (the "Contractor"), for the provision of street furniture and transit shelters and advertising there on, from December 1, 2002 to May 8, 2023; and**
2. **Record of the minimum annual guaranteed payment made by the contractor to the City, and the total revenue paid to the City by the contractor in each of the last five contract years, from January 1, 2017 to May 8, 2023.**

All responsive records are attached. Some information in the records has been severed (blacked out) under s.17(1) and s.21(1) of the Act. You can read or download these sections here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00).

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2023-284); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

*[Signed by Cobi Falconer]*

**Cobi Falconer, MAS, MLIS, CIPP/C**  
**Director, Access to Information & Privacy**  
[cobi.falconer@vancouver.ca](mailto:cobi.falconer@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. Alternatively, you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

:dl

COPY

**CITY OF VANCOUVER  
STREET FURNITURE AGREEMENT  
RFP NO. PS02004**

THIS AGREEMENT dated for reference December 10, 2002

**BETWEEN:**

**VIACOM OUTDOOR JCDECAUX STREET FURNITURE  
CANADA LIMITED PARTNERSHIP  
c/o Suite 800- 885 West Georgia Street  
Vancouver, British Columbia, V6C 3H1**

(hereinafter called the "Contractor")

**OF THE FIRST PART**

**AND:**

**CITY OF VANCOUVER  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4**

(hereinafter called the "City" when referring to the corporate entity and  
"City of Vancouver" when referring to the geographical location)

**OF THE SECOND PART**

**WHEREAS:**

- A. Pursuant to the RFP (as hereinafter defined) the City invited qualified proponents to submit proposals to respond to the City's request for a contract to, inter alia, provide Street Furniture (as hereinafter defined) in the City of Vancouver and to provide for a plan to generate and share revenues with the City from display advertising on or within the Street Furniture;
- B. The Contractor submitted a proposal in response to the RFP; and
- C. The City approved the Contractor's proposal in principle and conditionally awarded the Contractor the Exclusive Right of Street Furniture Advertising (as hereinafter defined), subject to the execution and delivery of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00), the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the parties hereto hereby covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

Unless the context otherwise specifies or requires, for the purposes of this Agreement, including the Schedules hereto, the terms defined in this Section 1.1 shall have the following meaning:

**"Agreement"** means this Agreement, together with the Schedules and attachments hereto, all as may be amended in writing from time to time;

**"Advertising Agency Commission(s)"** means standard agency commissions deducted by, or paid or payable to, a bona fide advertising agency with respect to advertising placed with the Contractor by such agencies other than:

- (a) Any commissions paid in respect of advertising obtained directly by the Contractor, or any Affiliate of the Contractor (including without limitation Viacom Outdoor and JCDecaux); and
- (b) Any commission which exceeds 15% of the price of the advertising at the time of the sale, or, with the City's consent (such consent not to be unreasonably withheld), such other percentage of the price of the advertising at the time of the sale that exceeds industry standard commissions applicable to the Greater Vancouver Area as they may be from time to time;

**"Advertising Panels" or "Ad Panels"** means the scrolling or static display areas containing advertising or other messages which are formatted to the current industry standard for bus shelter advertising panels of approximately 4'x6' and if and when applicable, column advertising panels of approximately 4.5'x11.5';

**"Advertising Protocol"** means the minimum standards and criteria applicable to the form, content and size of the proposed advertising and each Advertising Panel, attached hereto as Schedule "A";

**"Affiliate"** means, with respect to the Contractor:

- (a) Any corporation which is directly or indirectly controlled by the Contractor.
- (b) If the Contractor is a corporation, "Affiliate" also means:
  - (i) any corporation which directly or indirectly controls the corporate Contractor; and
  - (ii) any corporation which is directly or indirectly controlled by a corporation which controls the corporate Contractor.
- (c) If the Contractor is a partnership or a limited partnership, "Affiliate" also means:
  - (i) any partner of the partnership or any corporation which directly or indirectly controls that partner; and

- (ii) any corporation which is directly or indirectly controlled by a corporation which controls that partner.

For the purposes of the foregoing definition, a corporation is controlled by another Person if:

- (A) shares of the corporation carrying more than 50% of the votes for the election of directors are held, other than by way of security only, by or for the benefit of that Person, and
- (B) the votes carried by the shares mentioned in paragraph (A) are sufficient, if exercised, to elect a majority of the directors of the corporation;

**"Amendment"** means the amending document to the RFP issued by the City as Amendment No. 1 dated April 25, 2002;

**"Applicable Laws"** means in respect of any Person, all provisions of constitutions, statutes, rules, regulations, ordinances, by-laws, requirements, orders, published policies and interpretations of Authorities applicable to such Person including without limitation environmental and land use requirements and all orders and decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which such person is bound;

**"Authorities"** means all federal, provincial and municipal government, judicial, public or statutory authority, bodies, boards, commissions regulatory agencies, councils, tribunals, departments and other divisions thereof having jurisdiction over the Work or this Agreement;

**"Authorization"** means with respect to any Person, any authorization, order, permit, approval, grant, consent, waiver, license, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Authority having jurisdiction over such Person, whether or not having the force of law;

**"Automated Public Toilets"** means the freestanding public toilets with a self cleaning mechanism required to be provided, installed and maintained by the Contractor pursuant to this Agreement;

**"Business Associations"** means any local association approved or recognized by the City including associations which organize and manage business improvement areas within the City of Vancouver, as well as other neighborhood groups organized within the City of Vancouver;

**"Business Day"** means any day which is not a Saturday or a Sunday, or a day observed as a holiday under any of the laws of the Province of British Columbia or the laws of Canada applicable to the Province of British Columbia;

**"City Annual Revenue Share"** means, in any given Fiscal Year, the greater of the Percentage of Gross Revenues and the Guaranteed Minimum Annual Revenue;

**"City Council"** means the council of elected councilors of the City and the mayor of the City;

**"City Designated Representatives"** means the City's employees or representatives who are authorized by the General Manager of Engineering Services to deal with the Contractor on behalf of the City in connection with this Agreement, the Work and to otherwise make decisions in connection with this Agreement;

**"City Designees"** means any not-for-profit community organizations or City governmental entities which the General Manager of Engineering Services or the General Manager of Community Services designates in writing to the Contractor, from time to time, as the designated recipient of the Public Use Panels;

**"City Furniture"** means the street furniture currently owned by the City, which is currently placed and sited in the Public Realm. The descriptions of the City Furniture to be included under this Agreement are detailed in Schedule "B" attached hereto;

**"Claim"** means any demand, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, assessment and re-assessment;

**"Confidential Information"** means, with respect to each Party, as disclosing Party, any oral or written data and information, now or hereafter existing during the currency of this Agreement, relating to the business and management of the disclosing Party, including without limitation:

- (a) any proprietary or trade-secret technology, knowledge, know-how, copyright, trademark or trade name owned or licensed by that Party or its Affiliate, including, where the Contractor is the disclosing Party:
  - (i) inventions, devices, discoveries, concepts, ideas, formulae, know-how, processes, techniques, systems and methods of the disclosing Party or its Affiliates and any and all improvements, enhancements and modifications thereto, whether patented or not;
  - (ii) enhancements, modifications, additions or other improvements to the intellectual property or assets owned, licensed, sold marketed or used by the disclosing Party or its Affiliates; and
  - (iii) trade-marks, trade names, business names, logos, design marks and other proprietary marks owned, licensed, sold, marketed or used by the disclosing Party or its Affiliates; and
- (b) any record or report, document, policy, practice, agreement, account, ledger or other data or information relating to the business operations of the disclosing Party or its Affiliates,

to which access is granted or obtained by the other Party as receiving Party, but excluding any data or information which:

- (c) was possessed by receiving Party prior to its receipt from disclosing party, other than through prior disclosure by the disclosing Party;
- (d) is published or available to the general public otherwise than through a breach of this Agreement;
- (e) is obtained by receiving Party from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to disclosing Party; or

- (f) disclosure of which is required by law.

**"Costs"** means all costs, expenses, damages, Claims, penalties, fines, charges, obligations and outlays;

**"Commencement Date"** means January 1, 2004, provided the Installation Permits have been issued for at least 90% of the Modular Bus Shelters with Ad Panels as set out for the Pre-Term Period in the Street Furniture Rollout Schedule and provided the City is in compliance with Section 3.1 hereof;

**"C.P.I."** means the "All Items Consumer Price Index" for Vancouver, British Columbia, as published by Statistics Canada, provided that:

- (a) if the C.P.I. ceases to use the time base of "One Hundred (100) equals the average C.P.I. for 1992" as the basis of the C.P.I. calculation, then the C.P.I. will be adjusted to the figure that would have been arrived at had the change in the time base not occurred; and
- (b) if the C.P.I. is not available, the Contractor and the City agree that a comparable replacement index satisfactory to both parties shall be chosen as soon thereafter as practicable;

**"Director of Legal Services"** means the chief administrator from time to time of the Law Department of the City of Vancouver and her successors in function and their respective nominees;

**"Downtown Peninsula"** means that area of the City of Vancouver shown outlined in bold black line on Schedule "C";

**"Effective Date"** means December 10, 2002;

**"Exclusive Right of Street Furniture Advertising"** means the exclusive rights conferred upon the Contractor under Section 3.3;

**"Financial Terms"** means the Guaranteed Minimum Annual Revenue and the Percentage of Gross Revenues applicable to the Pre-Term Period, the Term and the Post-Term Period, as described in Schedule "D";

**"Fiscal Year"** means each consecutive 12 month period following the Commencement Date over the Term;

**"Force Majeure"** means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including, an intervening act of God or public enemy, an act or acts of terrorism, war, blockade, civil commotions, forest fire, epidemic, quarantine restriction, a stop work order or injunction issued by a court or Authority having jurisdiction, governmental embargo, all or any of which delays the performance of any obligation under this Agreement, provided such circumstance or act is not otherwise expressly dealt with under this Agreement or does not arise by reason of:

- (a) the gross negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- (b) any act or omission by the party (or those for whom it is responsible at law) claiming Force Majeure in breach of the provisions of this Agreement; and

- (c) an inability by the Contractor to satisfy its financial obligations under this Agreement, except to the extent that such inability results from an event of Force Majeure which prevents the Contractor from installing permitted Ad Panels or from selling advertising thereon;

**"Free Standing Advertising Displays"** means displays containing Advertising Panels that are not attached to any Street Furniture, all as described in the Advertising Protocol;

**"General Manager of Community Services"** means the chief administrator from time to time of the Community Services Division of the City and her successors in function and their respective nominees;

**"General Manager of Engineering Services"** means the chief administrator from time to time of the Engineering Department of the City of Vancouver and his successors in function and their respective nominees;

**"Gross Revenues"** means, for the Pre-Term Period, in any given Fiscal Year, or during the Post-Term Period, as the case may be, the total revenues received by the Contractor from the sale of advertising on the Advertising Panels less Advertising Agency Commissions and Refunded Monies;

**"GST"** means goods and services tax as provided for in the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, or any successor or parallel legislation that imposes a tax on the recipient of goods and services supplied under this Agreement and any taxes or fees that may be imposed in replacement or substitution for, or in addition to, such taxes;

**"Guaranteed Minimum Annual Revenue"** means, in any given Fiscal Year, or during the Post-Term Period, the minimum guaranteed sum which is payable and shall be paid by the Contractor to the City without deduction or set-off except as provided for in Section 8.4 hereof and in accordance with the Financial Terms. For greater certainty, the Guarantee Minimum Annual Revenue in respect of the Post-Term Period is based on a 12 month period;

**"Installation Permits"** means the Authorizations required to be issued by the General Manager of Engineering Services for the installation of the Street Furniture Elements during the Pre-Term Period and the Term;

**"Loss"** means any loss whatsoever, including Costs, Claims, demands, liabilities, interest and any and all legal fees and disbursements;

**"Mid Term Election Date"** means the last day of the 10th Fiscal Year of the Term;

**"Modular Bus Shelters"** means the modular bus shelters, with or without Advertising Panels, designed and submitted as part of the Street Furniture Design Drawings as approved by the General Manager of Engineering Services;

**"Parties"** means the City and the Contractor;

**"Percentage of Gross Revenues"** means, during the Pre-Term Period, in any given Fiscal Year, or during the Post-Term Period, the percentage of Gross Revenues which is payable and shall be paid by the Contractor to the City without deduction or set-off except as provided for in Section 8.4 herein and in accordance with the Financial Terms of this Agreement;



**"Person"** means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;

**"Post-Term City Revenue Share"** means, in respect of the Post-Term Period, the greater of the Guaranteed Minimum Annual Revenue, pro-rated in respect of the actual Post-Term Period, and the Percentage of Gross Revenues for the Post-Term Period;

**"Post-Term Period"** means that period of time directly following the Termination Date of this Agreement to be determined by the General Manager of Engineering Services and which in any event, will not be less than 6 months;

**"Pre-Term City Revenue Share"** means s.21(1) received by the Contractor from the sale of advertising on the Advertising Panels less Advertising Agency Commissions and Refunded Monies during the Pre-Term Period which is payable and shall be paid by the Contractor to the City without deduction or set-off except as provided for in Section 8.4 hereof and in accordance with the Financial Terms;

**"Pre-Term Installations"** means the Street Furniture to be delivered and installed during the Pre-Term Period in accordance with the Street Furniture Rollout Schedule as specified in Schedule "E";

**"Pre-Term Period"** means that period of time from the Effective Date to the Commencement Date;

**"PST"** means the tax as provided for in the *Social Services Tax Act*, R.S.B.S. 1996, chap. 431;

**"Public Realm"** means all the spaces in public ownership and for the purposes of this Agreement, Public Realm means all public streets from property line to property line inclusive of sidewalks and roadways;

**"Public Use Panels"** means at any given time during the Term, 10% of the Advertising Panels, or as otherwise provided for in the Agreement, to be made available by the Contractor to the City for use by the City or the City Designees and which are to be administered, located and maintained, in accordance with this Agreement. The City and the City Designees shall not sell their rights to Public Use Panels to any Person;

**"Refunded Monies"** means any revenues received by the Contractor in respect of this Agreement which are refunded by the Contractor in the ordinary course of the Contractor's business or packaging advertising sales;

**"RFP"** means the Request for Proposal issued by the City as "Proposal No. PS02004";

**"Site Plans"** means scaled plans showing each Street Furniture Element to be installed by the Contractor in the Public Realm;

**"Street Furniture"** means any and all Street Furniture Elements provided by the Contractor (with or without Advertising Panels) including Modular Bus Shelters; column kiosks; vending kiosks; Freestanding Advertising Displays; benches; litter receptacles; recycling receptacles; multiple publication news racks; modular pay telephone booths; modular information kiosks; modular bike lockers; bike racks; Automated Public Toilets; and pedestrian-oriented map stands;

**"Street Furniture Design Drawings"** means a line drawing and/or rendering with dimensions of each Street Furniture Element;

**"Street Furniture Elements"** means the individual street furniture items provided by the Contractor set out in the definition of Street Furniture;

**"Street Furniture Rollout Schedule"** means the schedule during the Pre-Term Period and the Term in respect of the rollout and installation of the Street Furniture Elements, all as specified in Schedule "E" attached hereto;

**"Technical Standards and Specifications"** means any and all design and/or construction requirements, specifications, standards, directives, protocols, guidelines, policies and statements and procedures issued, utilized or adopted from time to time by any Authorities applicable to the Work or any part thereof, including those requirements, specifications and standards expressly set out or referred to in Schedule "F", as such requirements, specifications and standards may be amended, supplemented or replaced from time to time by the applicable Authorities;

**"Term"** means twenty years following the Commencement Date;

**"Term Installations"** means the Street Furniture to be delivered and installed during the Term in accordance with the Street Furniture Rollout Schedule as specified in Schedule "E";

**"Termination Date"** means the last day of the twentieth Fiscal Year; and

**"Work"** means all specifications and requirements (general and otherwise) pertaining to the provision of Street Furniture and Advertising Panels, and to the equipment, goods, materials and services required to be delivered or otherwise provided by the Contractor as set out in this Agreement together with all such other services and work as are necessary for or incidental thereto including supplying all labour, supervision management, overhead, supplies, freight, handling, customs, insurance, and transportation.

## 1.2 Interpretation

In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
- (b) the words "including" or "includes", when following a general statement or term, mean "including (or includes) without limitation" and are not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (c) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of";

- (d) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding";
- (e) an accounting term not otherwise defined herein will be interpreted in accordance with accounting principles generally accepted in Canada as defined in the Canadian Institute of Chartered Accountants, Section 1000, applied on a consistent basis, which principles may be herein referred to as "GAAP" as it applies to the outdoor advertising industry in Canada;
- (f) a reference in this Agreement or any agreement contemplated herein to currency means Canadian currency;
- (g) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations;
- (h) a reference to an entity includes any successor to that entity;
- (i) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa; and
- (j) persons will be considered as dealing with each other at arm's length if they would be so considered for the purposes of the *Income Tax Act* (Canada) in effect on the date hereof;

### 1.3 Schedules

The following are the Schedules attached to and forming part of this Agreement:

- Schedule "A" - Advertising Protocol
- Schedule "B" - Street Furniture Inventory/Requirement
- Schedule "C" - Map of Downtown Peninsula
- Schedule "D" - Financial Terms
- Schedule "E" - Street Furniture Rollout Schedule
- Schedule "F" - Street Furniture Designs
- Schedule "G" - Insurance

## ARTICLE 2 EFFECTIVE DATE AND TERM

### 2.1 Effective Date

The rights and obligations of the City and the Contractor under this Agreement shall come into existence and be enforceable on the Effective Date.

## 2.2 Term

The Term of this Agreement shall commence upon the Commencement Date and shall end on the Termination Date, subject only to the earlier termination in accordance with the terms of this Agreement.

## ARTICLE 3 OBJECTIVES AND REQUIREMENTS

### 3.1 Transition and Removal of Pattison Equipment.

The City shall:

- (a) cause its existing contractor providing bus shelter service to remove its bus shelters (set forth on the "Pattison Bus Shelter Schedule" to be provided by the City by April 15, 2003) commencing April 15, 2003; and
- (b) shall deliver all existing bus shelter sites no later than June 1, 2003.

The Contractor shall not be obligated to commence Pre-Term Installations until existing bus shelters have been removed. The Commencement Date and Contractor's financial obligations shall be adjusted accordingly if installation is postponed due to the failure to remove the existing bus shelters.

### 3.2 Objectives

Each of the Contractor and the City acknowledge an intention to enter into this Agreement in furtherance of, inter alia, the following objectives, namely:

- (a) to implement coordinated suites of the Street Furniture to standards specified under this Agreement;
- (b) to allow the Contractor to offset the cost of the supply, installation, service and maintenance of the Street Furniture by allowing limited and controlled advertising on some Street Furniture Elements; and
- (c) to generate a revenue stream for the City which is consistent with the projections contained in the Financial Terms.

### 3.3 Requirements

In furtherance of the broadly stated objectives in this Article 3 and without limiting the application of the provisions contained in this Agreement, the Contractor shall at all times during the Pre-Term Period, the Term and the Post-Term Period:

- (a) perform the Work including the installation of the Street Furniture Elements set forth on Schedule "E" attached hereto; and
- (b) maintain a first class standard of care, skill and diligence in performing the Work and warrant that the Work shall be performed and maintained to the high standards as provided herein.

The City shall, at all times during the Pre-Term Period and the Term, confer upon the Contractor the exclusive right to advertise on Modular Bus Shelters and Automated Public Toilets, and shall have the exclusive right to advertise on other Street Furniture subject to prior written approval of the City. For greater certainty, the City shall not advertise nor shall the City grant advertising rights in respect of the Street Furniture to any third party.

## **ARTICLE 4 DESIGN AND FABRICATION**

### **4.1 Design of Street Furniture**

The Contractor shall, at its cost, undertake and complete, or cause to be undertaken and completed, the construction drawings of the Street Furniture in accordance with the Street Furniture Design Drawings and the following conditions:

- (a) all Street Furniture Elements required under this Agreement, but not attached as part of Schedule "F" shall be designed in accordance with the Viacom Decaux Design Lines as submitted in response to the RFP or other such designs as the Parties may agree to from time to time; and
- (b) the Parties will consult with each Business Association before finalizing the street furniture designs for any elements being installed in their area of jurisdiction. The City acknowledges that the Downtown Business Association has been consulted and has accepted the City Line Modular Bus Shelter design as shown on Schedule "F". The City shall use reasonable commercial efforts to approve all street furniture designs by no later than June 1, 2004.

### **4.2 Compliance**

The design of the Street Furniture shall comply with Applicable Laws, including for certainty all relevant City by-laws and the British Columbia Building Code, particularly in respect to accessibility and safety issues pertaining to people with disabilities and special needs.

### **4.3 Approval of Construction Drawings**

Notwithstanding the issuance of the Installation Permits, the construction drawings and specifications for each Street Furniture Element must be submitted to the General Manager of Engineering Services for approval. Upon receipt of such drawings and specifications, the General Manager of Engineering Services will, within 15 days, review and provide comments to the Contractor or grant his approval in respect thereof. If the General Manager of Engineering Services provides comments to the Contractor, the Contractor shall make such changes and amendments to the said plans and specifications as are stated by the General Manager of Engineering Services, providing such changes and amendments are reasonable and do not substantially alter the Street Furniture Design Drawings, and the Contractor shall thereafter re-submit said plans and specifications within 15 days to the General Manager of Engineering Services for review. This process shall continue until the General Manager of Engineering Services gives his final approval to such drawings and specifications. The City shall be responsible for the costs incurred by the General Manager of Engineering Services in reviewing the construction drawings and specifications for the Street Furniture.

#### 4.4 Post Production Changes to Street Furniture Elements

Following the production and/or installation of any Street Furniture Element, the Contractor shall and the City may, from time to time, review the functionality of such Street Furniture Element. In the event that the Contractor or the City, as the case may be, identify changes that would improve the functionality of any Street Furniture Element, then provided the City and the Contractor agree on such changes, the Contractor will forthwith make such changes at its sole cost.

#### 4.5 Design Responsibility

Notwithstanding that the General Manager of Engineering Services may:

- (a) require the Contractor to make reasonable changes to the plans, drawings and specifications concerning the Street Furniture or any elements pursuant to Section 4.3;
- (b) inspect the Street Furniture, or elements; and
- (c) approve or accept the plans, drawings and specifications concerning the Street Furniture pursuant to Section 4.3,

all design and construction responsibility and supervisory responsibility shall remain exclusively with the Contractor and no such responsibility shall rest with the General Manager of Engineering Services or other City officials, officers, employees, servants or agents and neither the City, nor its officials, officers, employees, servants or agents shall be liable to the Contractor for the safety, adequacy or soundness of the Street Furniture by reason of any inspections made, changes required or approvals given with respect to the Street Furniture. Any approval given by and any inspection carried out by the General Manager of Engineering Services, the City or its officials, officers, employees, servants or agents pursuant to this Agreement or concerning the Street Furniture shall be for the purposes only of ensuring compliance with this Agreement from the point of view of the City as contracting party, and no inspection or approval given by the General Manager of Engineering Services, the City or its officials, officers, employees, servants or agents shall relieve the Contractor from its obligation to comply with the terms of this Agreement nor shall the giving of any approval constitute a waiver or release by the General Manager of Engineering Services, the City of any duty or liability owed to the City or of any indemnity given by the Contractor to the City, its officials, officers, employees, servants or agents.

### ARTICLE 5 PROVISION, DELIVERY AND INSTALLATION

#### 5.1 Schedule

The Contractor shall, subject to the provisions herein contained, provide, deliver and install:

- (a) the Pre-Term Installations during the Pre-Term Period; and
- (b) the Term Installations during the Term,



all in the quantities and types as set forth and in accordance with the Street Furniture Rollout Schedule .

## 5.2 Adjustment to Schedule

Within that period of time which is between the 12<sup>th</sup> and the 6<sup>th</sup> month prior to the beginning of any Fiscal Year, the City may request an increase or decrease in the quantities and types of Street Furniture Elements, save and except for Modular Bus Shelters with Advertising Panels, that are otherwise required to be installed during the following Fiscal Year as set out in the Street Furniture Rollout Schedule. The Contractor will in each case review such requests and provide the City with an amended rollout proposal in respect of any such Fiscal Year for consideration by the General Manager of Engineering Services. In preparing the amended rollout proposal, the Contractor will consider the projected costs of the element(s) being increased and/or decreased. For example, if the City wants to increase the quantities of one element, then the quantity of another element may be decreased according to its relative cost. If the City agrees and accepts the amended rollout proposal, then the Contractor will formally amend the Street Furniture Rollout Schedule and such amended schedule will form part of this Agreement.

## 5.3 Installation Requirements and Criteria

The Contractor shall provide, deliver and install the Street Furniture Elements as required under the Street Furniture Rollout Schedule, all to the satisfaction of the General Manager of Engineering Services and in accordance with the following requirements and criteria:

- (a) in addition to the construction drawing approval requirements under Section 4.3, the General Manager of Engineering Services may request the Contractor to provide Site Plans, images and other pertinent information for approval prior to the placement or installation of any Street Furniture Elements in the Public Realm. Such drawings, images and other pertinent information shall be submitted to the City within 90 calendar days of the date upon which the placement or installation is anticipated or scheduled to occur, or as otherwise agreed to by the General Manager of Engineering Services and the Contractor;
- (b) Street Furniture is to be installed only at locations approved by the General Manager of Engineering Services and the Contractor and the City shall agree on the location of a minimum of 675 Modular Bus Shelter sites to contain Ad Panels or Free Standing Advertising Displays out of the total 900 Modular Bus Shelter sites to be designated by the City. The location and economic viability of each Ad Panel is an essential component to the program described herein and therefore, the City shall act reasonably with respect to locating Ad Panels;
- (c) the Contractor shall liaise in a timely manner with all third party service providers identified by the General Manager of Engineering Services (e.g. pay telephone provider) to ensure a coordinated installation program and to minimize the periods of time, if any, where services are expected or required but not available;
- (d) the Contractor shall not be precluded from installing Street Furniture Elements, including required utility connections, on distinctive or historic pavement by any reasonable or proper method. The Contractor shall procure and store or otherwise guarantee the supply of sufficient quantities of materials of the same or equivalent

standard necessary to repair, restore or replace the pavement to its original condition on the termination of this Agreement or upon the earlier removal of the Street Furniture Elements. All sub-grade repair will be to the standards contained in the City's "Street Restoration Manual";

- (e) in the event that the placement of any Street Furniture Element and required services results in damage to distinctive or historic pavement, such pavement shall be restored to its original condition by the Contractor. If the Contractor fails to perform this duty after being notified by the General Manager of Engineering Services, the City may, but shall not be obligated to undertake all rectification work and the Contractor shall pay for all work done and invoiced by the General Manager of Engineering Services, plus an overhead amount equal to 20% of the invoiced cost of such work; and
- (f) the Contractor shall be responsible for keeping the General Manager of Engineering Services properly and adequately advised of the progress of construction, delivery and installation of the Street Furniture, and for providing the General Manager of Engineering Services periodically, as he may require, with schedules and progress reports, and for ensuring the overall coordination of the construction, delivery and installation of the Street Furniture.

The City shall provide the Contractor with lists of sites, including complete descriptions, underground locations for City utilities and any other pertinent information related to the required Street Furniture Rollout Schedule, and all required City approvals and permits, in accordance with the following requirements and criteria:

- (g) no later than 60 days following the Effective Date, the Parties shall determine a preliminary list of potential Street Furniture sites by Street Furniture type, to be installed during the Pre-Term Period. The City agrees that within 60 days of delivery of the preliminary list, a City Designated Representative will meet at each site with the Contractor in order to finalize all Site Plans required pursuant to Section 5.3(a) hereof; and
- (h) no later than 90 days prior to the beginning of each Fiscal Year, the Parties shall determine a preliminary list of all potential Street Furniture sites by Street Furniture type, to be installed during that Fiscal Year. The City agrees that within 60 days of delivery of the preliminary list, they will meet at each site with the Contractor in order to finalize all Site Plans required pursuant to Section 5.3(a); and
- (i) within 30 days following the receipt of each Site Plan, the General Manager of Engineering Services shall either provide the respective Installation Permit or, acting reasonably, provide the Contractor with a marked-up Site Plan for the Contractor's consideration. Provided the Contractor receives the respective Installation Permit, and both Parties have mutually agreed to any revised Site Plans within 14 days of the receipt of said Site Plan, the Street Furniture Rollout Schedule will govern the installation obligations of the Contractor. If Installation Permits are not received as required herein, and both Parties have acted diligently and in good faith, the Parties shall mutually agree to revise the Street Furniture Rollout Schedule.



## 5.4 Site Preparation and Utilities

The Contractor shall provide:

- (a) the necessary power and electrical connections to the Street Furniture Elements from the City's street lighting circuits or a power supply provided by B.C. Hydro after obtaining all necessary approvals from the City and the City will cooperate in assisting the Contractor, where possible, in securing a preferable rate of power and obtaining all such approvals. The Contractor shall notify BC Hydro regarding equipment attached to any circuits owned or operated by B.C. Hydro. The Contractor shall reimburse the City for any power consumption off the City's street lighting circuits based on a schedule of rates supplied by BC Hydro.
- (b) the Contractor shall provide all utility connections and support or base pads on which all the Street Furniture Elements will be anchored. If modifications to City Furniture support or base pads are required due to design changes or other requirements, such modifications shall be undertaken by the Contractor at its cost;
- (c) specifications for all support or base pads shall be prepared by the Contractor and certified by a professional engineer and submitted to the General Manager of Engineering Services prior to construction for City approval in respect of design and siting. Subsequent maintenance of these support or base pads shall be the responsibility of the Contractor, for the duration of the Term. The support or base pads will become the property of the City on the Termination Date; and
- (d) all utility connections must be installed underground. No overhead connections will be permitted.

## ARTICLE 6 MAINTENANCE AND OPERATION

### 6.1 General

The Contractor shall repair and maintain the Street Furniture Elements in accordance with this Section 6.1 and without limitation commencing on the date of installation of such Street Furniture Elements:

- (a) the Contractor shall keep the Street Furniture in first class condition and good working order for the duration of the Term. For greater certainty, the Street Furniture shall be kept structurally sound, free of noticeable sagging, distortion or displacement and weather tight. Internal and external surfaces are to be damage free and there is to be no discolouration or corrosion of the surfaces. All surfaces of Street Furniture shall be kept clean and free of graffiti. All functional components and equipment of Street Furniture including mechanical, electrical and lighting, are to be kept in good working order. The Contractor shall not be responsible for cleaning the inside of multiple publication news racks;
- (b) maintenance shall be all inclusive, covering all programmed and emergency maintenance including repairs and replacements, parts, labour, overhead, materials, cleaning, and graffiti removal;

- (c) the Contractor shall be responsible for the payment of energy, water and sewage costs incurred in respect to the operation of the Street Furniture Elements that utilize these services. The Contractor shall pay all service costs directly to the respective service providers. Notwithstanding the foregoing, the Contractor shall not be obligated to install any Automated Public Toilets if any such installation is estimated to exceed \$40,000 per Automated Public Toilet (subject in each Fiscal Year after the first Fiscal Year to an annual adjustment based on the C.P.I.). Installation costs shall include all trenching, excavating, connections to water, sewer and electrical utilities and all other costs associated with the installation at a particular site.
- (d) the Contractor shall maintain or replace the City Furniture set forth on Schedule "B" effective on June 1, 2003, or on a date mutually agreed to by the Parties. Prior to the Contractor taking over such maintenance and replacement responsibilities, the Parties will inspect the condition of the City Furniture and mutually agree on the maintenance standards and potential replacements, provided that replacements shall not exceed the quantities set out in the Street Furniture Rollout Schedule;
- (e) prior to placing any Street Furniture, the Contractor may be directed by the General Manager of Engineering Services to restore the sites to their original condition or to provide a new Street Furniture Element pursuant to the Street Furniture Rollout Schedule and provide a new support or base pad if required;
- (f) the Contractor shall not charge the City, a pay telephone service provider, an information kiosk provider or any other third party provider ("Third Party Providers") for attaching a telephone or computer device to any Street Furniture Elements; however, all costs associated with bringing data lines to the Street Furniture, on-going telephone or other service during the Term, or changes to technical and service requirements at the request of the City or any Third Party Providers during the Term which results in the Contractor incurring costs, including but not limited to electrical service and connections, and modifications to the Street Furniture Elements, are to be at the cost of the respective Third Party Providers;
- (g) the General Manager of Engineering Services may, but shall not be obligated to carry out an inspection program on a random sampling or other basis to confirm or otherwise compliance by the Contractor of its maintenance obligations hereunder and the due performance by the Contractor of its obligations in relation to the standard and timeliness of maintenance and repairs, cleaning and graffiti removal;
- (h) if at any time during the Term, any deficiency, failure, breakdown or deterioration in workmanship or material should be discovered in the goods or services furnished by the Contractor, or if the goods or services do not conform to the terms and conditions of the Agreement, the City may at its option:
  - (i) require the Contractor to commence correcting the defective or non-conforming goods or services at no expense to the City within 7 days of receipt of written notification from the City, or such other time as mutually agreed to by the Parties;
  - (ii) replace or correct the defective goods and services and charge the Contractor with all expenses incurred by the City; and

- (i) the Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of this Agreement and maintain the Street Furniture against any defects arising from faulty installation, material or workmanship during the Term and make good in a permanent manner satisfactory to the General Manager of Engineering Services any defects arising from any of these causes. Should the Contractor fail to commence correcting the defects within 7 days after being notified by the General Manager of Engineering Services, the General Manager of Engineering Services at his option may do so and the total costs, charges and expenses so incurred may be deducted or collected by the City as provided in Section 10.3. If the City determines, in its discretion, the defects to be dangerous and that an emergency situation exists, upon notice to the Contractor of such damage or emergency situation, the Contractor shall either:

- (i) temporarily remove such Street Furniture Element; or
- (ii) secure such Street Furniture Element in order to protect any uses for the public,

and if the Contractor does not perform such remediation within 24 hours from written notice, the City, at the City's discretion will effect repairs immediately and the whole costs, charges and expenses so incurred may be deducted or collected by the City as provided in Section 10.3. The decision of the General Manager of Engineering Services shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of this Agreement and for the amounts expended thereunder.

## 6.2 Removal and Relocation

From time to time during the Pre-Term Period and the Term, the General Manager of Engineering Services may direct the Contractor to remove or relocate Street Furniture for the reasons set forth below. The Contractor and the General Manager of Engineering Services shall agree upon a schedule of approximate costs (not to exceed \$40,000 per annum subject in each Fiscal Year after the first Fiscal Year to an annual adjustment based on the C.P.I.) for typical removals and relocations, which costs shall among other things take into account costs of removals and relocations:

- (a) to accommodate changing needs;
- (b) to enable construction, maintenance or repairs to public utilities or public works; or
- (c) to address security concerns that may exist in the opinion of the General Manager of Engineering Services.

Except as provided herein, no compensation shall be paid by the City to the Contractor, for any Loss or damage of any kind including loss of advertising revenue foregone as a result of any removal or relocation of Street Furniture.

For each Fiscal Year of the Term, the Contractor shall allocate the sum of \$40,000 (subject in each Fiscal Year after the first Fiscal Year to an annual adjustment based on the C.P.I.) for the removal and relocation of Street Furniture, and such sum shall not be carried over to a subsequent Fiscal Year.

If Street Furniture with Advertising Panels are temporarily removed for a period of greater than 30 days, the City will provide the Contractor with the use of an equivalent number of Public Use Panels with an equivalent advertising value, for the period following the 30 days for which the Advertising Panels are removed.

### **6.3 Restoration**

If the Contractor is required to remove Street Furniture pursuant to Section 6.2 or upon termination of this Agreement, the support or base surface of the site of that Street Furniture shall be restored by making good the surface of the location to substantially the same condition and using substantially the same materials as the adjoining surface, at the time of installation. If the materials on the surface, adjoining the location have been replaced with different materials, the Contractor shall use materials of that type. If the materials are not available, the Contractor shall use such materials as are approved by the City.

All costs of restoring the site following removal of the Street Furniture shall be borne by the Contractor.

### **6.4 Post-Term Period**

The Contractor will submit a plan to the General Manager of Engineering Services within that period of time which is between the 90<sup>th</sup> and the 45<sup>th</sup> day prior to the Termination Date, establishing a schedule for the removal of the Street Furniture during the Post-Term Period. The Contractor agrees that:

- (a) within 6 months prior to the Termination Date, the General Manager of Engineering Services will decide whether the Exclusive Right of Street Furniture Advertising shall extend or apply during the Post-Term Period and for certainty, during the Post-Term Period, the City may confer non-exclusive advertising rights to any third parties; and
- (b) the Contractor shall implement a plan for the orderly removal of Street Furniture in accordance with a schedule to be approved by the General Manager of Engineering Services. If the Contractor defaults in respect of the removal of Street Furniture, then the City may, but shall not be obligated to remove such Street Furniture and the City may charge the Contractor with all reasonable expenses incurred by the City in respect of such removal of Street Furniture.

### **6.5 Mid Point Upgrade**

At any time within 90 days prior to the Mid Term Election Date and at the City's option, the General Manager of Engineering Services may request that the Contractor provide a new street furniture proposal to modernize and refit the then existing Street Furniture. Within 90 days following receipt of such request, the Contractor will submit, at its sole cost, a proposal to upgrade, refit or modernize the then existing Street Furniture, together with a detailed written analysis of the economic proposal required to implement such new street furniture proposal and the revenue sharing set forth in this Agreement will be amended by agreement of the Parties.

## ARTICLE 7 ADVERTISING

### 7.1 General

- (a) The Contractor agrees that advertising on the Street Furniture shall only be permitted on the Modular Bus Shelters, the Automated Public Toilets and on such other Street Furniture as the City may approve, in advance, from time to time, all in accordance with the Advertising Protocol;
- (b) the City may request that the Contractor remove certain advertising materials if in the City's reasonable judgement such advertising violates the Advertising Protocol Applicable Laws or the standards and policies of the Canadian Advertising Council;
- (c) the Contractor shall carry out the advertising program in accordance with the Advertising Protocol. All costs and expenses (including overhead and other general, administrative and third party expenses) incurred by the Contractor in connection with the advertising program shall be borne exclusively by and paid by the Contractor;
- (d) the Contractor agrees to provide the City or the City Designees with 10% of all Advertising Panels that are operational during the Pre-Term and the Term at no cost to the City and in accordance with the Advertising Protocol. Any advertising for display on the Public Use Panels shall be provided to the Contractor in a format specified by the Contractor. Any advertising for display in each Public Use Panel shall not contain more than 10% of a commercial logo, symbol or message; and
- (e) in consideration of performance of the financial obligations of the Contractor, the City shall approve a minimum number of 1,380 Ad Panels; that number shall include Ad Panels on 675 Modular Bus Shelters, of which 280 Ad Panels shall be located in the Downtown Peninsula and for which the City shall issue Installation Permits no later than June 1, 2004, 138 Ad Panels shall be dedicated as Public Use Panels and 30 Ad Panels shall be located on pedestrian-oriented map stands.

### 7.2 2010 Olympic Games

The City acknowledges that the Contractor proposes to enter into an agreement with The Vancouver 2010 Bid Corporation ("Bidco") whereby, inter alia, the Contractor will grant to Bidco an option to purchase Ad Panels from the Contractor for the purpose of reducing ambush marketing during the 2010 Olympic Games (the "Bidco Agreement"). Such option rights must be exercised by Bidco on or before December 31, 2007. The Contractor agrees that:

- (a) Notwithstanding the termination provisions set out in the Bidco Agreement, the Bidco Agreement shall be deemed to have terminated upon the termination of this Agreement, whether the termination of this Agreement occurs before or after the Bidco option is exercised under the terms of the Bidco Agreement;
- (b) In the event a dispute between Bidco and the Contractor occurs which may result in Bidco and the Contractor, or either of them, availing themselves of the dispute resolution provisions contained in the Bidco Agreement, and notwithstanding the termination of the Bidco Agreement, the Contractor shall first provide written notice



to the City of such dispute and the Contractor will afford the City the opportunity to intervene to facilitate settlement of such dispute prior to the Contractor proceeding with the dispute resolution process under the Bidco Agreement. For greater certainty, the Contractor shall not engage in or advance any dispute resolution proceedings under the Bidco Agreement unless and until the City is notified in writing and the City is given a reasonable opportunity to facilitate settlement all as aforesaid; and

- (c) The Contractor shall not amend the Bidco Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

### 7.3 Promotional Advertising - City of Vancouver

The Contractor shall make available, for the purpose of promoting the City of Vancouver only, 1,000 Advertising Panels in at least 50 world class cities (where Contractor or its affiliates have contracts which permit such displays) outside North America (to be selected by the City and the Contractor acting reasonably) for a total of one week per Ad Panel at any time during the Term and 1,000 Advertising Panels throughout North America for a total of 1 week per Ad Panel at any time during the Term. The City shall provide promotional materials in a format specified by Contractor. The City shall not be permitted to sell or transfer the promotional rights described herein.

## ARTICLE 8 FINANCIAL ARRANGEMENT AND REVENUE SHARING

### 8.1 Pre-Term Period Revenue Share

The Contractor shall pay the Pre-Term City Revenue Share within 15 days of the end of each month during the Pre-Term Period. Adjustments will be made for Refunded Monies within 90 days of the end of the Pre-Term Period.

### 8.2 City Annual Revenue Share

During the Term, the Contractor shall pay to the City the City Annual Revenue Share, on the following terms and in accordance with the Financial Terms:

- (a) the Contractor will pay to the City the Guaranteed Minimum Annual Revenue for each Fiscal Year during the Term of this Agreement in four equal quarterly installments, save and except for the first Fiscal Year of the Term, which amount will be paid in one instalment on January 15, 2004 in the amount s.21(1)
- (b) if the applicable percentage of Gross Revenues for the Term as set out in Schedule "D" hereto exceeds the Guaranteed Minimum Annual Revenue for any Fiscal Year, then the Contractor will pay to the City the difference between the Guaranteed minimum Annual Revenue and the City Annual Revenue Share, for each Fiscal Year during the Term of this Agreement within 90 days of the end of each Fiscal Year;
- (c) subject to the approval of the General Manager of Engineering Services and the General Manager of Community Services, the Contractor may charge a user fee for the use of the Automated Public Toilets and modular bike lockers;

- (d) GST will apply to this Agreement as required by the *Excise Tax Act* (Canada);
- (e) if requested by the City, the Contractor shall assist the City to obtain an advantageous treatment of PST; and
- (f) the City reserves the right to conduct an independent audit and review at its own expense of the Contractor's books and records following the payment of the Percentage of Gross Revenues in respect of the Pre-Term Period, any Fiscal Year during the Term or the Post-Term Period, as the case may be, to confirm and verify the amount of Gross Revenues payable to the City for the Pre-Term Period, any given Fiscal Year or for the Post-Term Period. At the sole discretion of the City, the Contractor shall provide to the City, an annual audited statement by a chartered accountant or a certified general accountant, verifying the Gross Revenues for the Pre-Term Period, any given Fiscal Year or for the Post-Term Period. In this regard and to facilitate such audit and review by the City, the Contractor shall keep proper books, accounts and records of all advertising commissions paid, all Refunded Monies and all revenues received, owed and/or refunded in connection with this Agreement and in connection with the determination of Gross Revenues in particular, and all invoices, receipts and vouchers relating thereto. The City may exercise its audit right only once per Fiscal Year. Such right may be exercised by the City within 90 days of Contractor's delivery of the Pre-Term City Revenue Share, the City's Annual Revenue Share or the Post-Term City Revenue Share, as the case may be, and upon reasonable notice to the Contractor. Notwithstanding the foregoing, if the City's audit in respect of the Pre-Term Period, any Fiscal Year, or the Post-Term Period confirms that the Contractor is legally obligated to pay, in respect of such period, an amount which is equal to or exceeds 3% of the amount actually paid in respect of such period, then all costs of that audit shall be paid by the Contractor upon the written notice of the City.

### 8.3 Post-Term Period Revenue Share

The Contractor shall pay the Post-Term City Revenue Share within 15 days of the end of each month during the Post-Term Period. Adjustments will be made for Refunded Monies within 90 days after the end of the Post-Term Period.

### 8.4 Other Fees and Taxes

The Contractor will not be assessed or charged property taxes or any other fees for the Street Furniture or Ad Panels (or advertising displayed thereon) (collectively, "New Impositions") by the City except as provided for within this Agreement. Should another level of government impose any tax or fee on the Street Furniture (including the use of the underlying City property) or the conducting of the Contractor's business on the Street Furniture or other New Imposition that is not in existence as of the Effective Date, then the Contractor may deduct such payment from the Gross Revenues, for the purposes of calculating the City Annual Revenue Share.

**ARTICLE 9  
REPRESENTATIONS AND WARRANTIES**

**9.1 Representations and Warranties**

The Contractor hereby represents and warrants to the City as follows, and confirms that the City is relying upon the accuracy of each of such representations and warranties in connection with this Agreement and the completion of the transactions hereunder:

(a) **Partnership:**

- (i) The Contractor has been formed and is existing as a limited partnership under the *Partnership Act*, R.S.B.C. 1996, c. 348. the general partner(s) of the Contractor, Viacom Outdoor JCDecaux Street Furniture Canada Ltd. ("the General Partner") is (are) a corporation duly incorporated and validly subsisting in all respects under the laws of its jurisdiction of incorporation. The General Partner has good right, full corporate power and absolute authority to enter into this Agreement and to perform all of the Contractor's obligations under this Agreement. The General Partner and its board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Agreement. This Agreement is a legal, valid and binding obligation of the Contractor and the General Partner, enforceable against each of them in accordance with its terms subject to:
  - (A) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and
  - (B) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court;
- (ii) The Contractor is not under any obligation, contractual or otherwise to request or obtain the consent of any Person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any Authorities are required to be obtained by the Contractor in connection with the execution, delivery or performance by the Contractor of this Agreement or the completion of any of the transactions contemplated herein;
- (iii) The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Contractor, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under:
  - (A) Any term or provision of any of the limited partnership agreement in respect of the Contractor;



- (B) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Contractor is a party or by which it is bound, or
  - (C) any term or provision of any licences, registrations or qualification of the Contractor or any order of any court, governmental authority or regulatory body or any Applicable Laws.
- (b) Work:
- (c) The Contractor warrants and represents that the equipment, goods or services delivered by the Contractor to the City in connection with this Agreement shall be:
- (i) free from defects in materials or workmanship and will conform to the Street Furniture Designs as approved by the City;
  - (ii) fit and sufficient for their intended purpose, shall be of merchantable quality and shall be manufactured from new and unused materials;
  - (iii) in compliance with the standards set forth by Authorities;
  - (iv) capable of operating as necessary with reasonable continuity throughout the expected life of the equipment and the Term without breakdown, excessive wear of parts or other evidence of faulty design or manufacture;
  - (v) free and clear of all charges, liens, claims or encumbrances; and
  - (vi) if designated as hazardous or controlled materials, handled and shipped in accordance with any Applicable Laws, including any environmental protection laws and regulations;
- (d) General:
- (e) The Contractor further warrants and represents that:
- (i) it is not a party to or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery nor performance of this Agreement does or will constitute or result in a violation or breach or default;
  - (ii) the Contractor will comply, and make all reasonable efforts to ensure that all of its employees and subcontractors comply, with all Applicable Laws in carrying out its obligations hereunder;
  - (iii) if any Applicable Laws mentioned in the Subsection immediately above require the City to act at variance with the terms of this Agreement and the City so acts, then the same shall not constitute a breach of this Agreement (the City is not aware of any law that requires the City to act at variance with the terms of this Agreement);

- (iv) the Contractor's employees have the qualifications, experience, knowledge, skills and abilities necessary to carry out the Work and that the Work will be performed in a competent, efficient and professional matter.

**ARTICLE 10  
LETTER OF CREDIT AND INSURANCE**

**10.1 Letter of Credit**

- (a) Within 30 days after the Effective Date, the Contractor shall provide a standby letter of credit in the amount of \$500,000 (hereinafter called the "Letter of Credit");
- (b) The Letter of Credit must be clean, unconditional, irrevocable, payable at sight and permit partial drawings issued in favour of the City by a *Bank Act* (Canada) Schedule I bank, including:
  - (i) Bank of Montreal;
  - (ii) Bank of Nova Scotia;
  - (iii) Canadian Imperial Bank of Commerce;
  - (iv) National Bank of Canada;
  - (v) RBC Financial Group; and
  - (vi) Toronto-Dominion Bank,
 or one of the following *Bank Act* (Canada) Schedule II banks:
  - (vii) UBS Bank of Canada (Switzerland);
  - (viii) Chase Manhattan Bank of Canada;
  - (ix) Deutsche Bank of Canada;
  - (x) J.P Morgan Canada;
  - (xi) Citibank Canada;
  - (xii) HSBC Bank of Canada;
  - (xiii) Societe Generale Canada (France); and
  - (xiv) Banque Nationale de Paris Canada,
- (c) The Letter of Credit must be on terms satisfactory to the Director of Legal Services and the first Letter of Credit shall have an expiry date of the last day of the first Fiscal Year;
- (d) The Letter of Credit shall be automatically and extended for successive one year periods for each of the second, third, fourth and fifth Fiscal Years, without reduction,

and subject in each such Fiscal Year to an annual adjustment based on the C.P.I.. For the 6th through 10th Fiscal Years, provided the Contractor is not in default under this Agreement, the Letter of Credit may be reduced in annual increments of \$50,000. Prior to the occurrence of the Eleventh Fiscal Year, and thereafter for the balance of the Term and the Post-Term Period, the Letter of Credit shall be maintained at the amount in effect as of the 10th Fiscal Year, subject to an adjustment in each Fiscal Year thereafter based on the C.P.I. The Letter of Credit will under no circumstances be for less than \$250,000 at any time during the balance of the Term. Failure to renew the Letter of Credit 30 calendar days prior to the first anniversary of the Commencement Date or any future expiration date shall entitle the City to cash the Letter of Credit and hold the proceeds for application in accordance with this Agreement. In such an event, the City shall not be responsible for, nor shall it pay to the Agreement, any interest on the proceeds;

The Letter of Credit shall provide that the City may draw it to reimburse the City for any losses or damages suffered by the City as a result of any breach of the Agreement, including breaches of representation and warranties. The cost associated with the provision of the Letter of Credit shall be borne by the Contractor.

## 10.2 Calling Upon the Letter of Credit

The City may cash the Letter of Credit in part or in whole in any of the following events:

- (a) if, at any time until it is returnable to the Contractor under this Agreement, the balance of the term remaining on the Letter of Credit is less than 30 days and a replacement letter of credit has not been issued;
- (b) if the Contractor makes a general assignment for the benefit of creditors, or if the Contractor institutes proceedings to have itself adjudicated as bankrupt or insolvent, including, without limitation, any application or order under the *Companies' Creditors Arrangement Act (Canada)* (or any legislation in *pari material* therewith) or, if the Contractor becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction judging the Contractor bankrupt or insolvent, or if the Contractor or its directors shall pass any resolution authorizing the dissolution or winding up of the Contractor, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Contractor's property shall be appointed or applied for by the Contractor or by one or more of the Contractor's creditors; or
- (c) if, at any time after notice and an opportunity to cure, as defined herein, the Contractor continues to breach any provision of this Agreement or defaults in carrying out any of its obligations under the terms of this Agreement to any extent the General Manager of Engineering Services considers material.

## 10.3 Application of Funds

If the City cashes the Letter of Credit pursuant to Section 10.2, then the City may apply the proceeds so far as possible, towards:

- (a) completion of the works or the obligations of the Contractor, or any combination thereof; and
- (b) if there remains an unused balance of proceeds, such balance may be held pending the completion of any other obligations of the Contractor to the City in respect of which the Contractor is in default, as determined by the General Manager of Engineering Services.

The City may, but shall not be obligated to carry out any of the works hereinbefore described, including construction of the Works, at such times and to such standard as the General Manager of Engineering Services, in his sole discretion, deems appropriate. If the proceeds from any letter of credit are not sufficient to pay all costs and expenses, plus the City's normal overhead charges, which shall not exceed 20% of such costs and expenses, incurred by the City in completing the Works, or any portion thereof, the Contractor shall pay to the City the difference upon receipt from the City of invoices for the same.

#### **10.4 Insurance**

- (a) The Contractor shall provide, maintain and pay for the insurance as set out in accordance with the requirements set forth in Schedule "G" attached hereto.
- (b) The Contractor shall provide the City with certified copies of all certificates of insurance to be provided by the Contractor prior to the Effective Date. The Contractor shall also provide certified copies of all such policies of insurance on the written request of the City. Approval of any policies of insurance by the City shall in no way relieve the Contractor of its obligations hereunder.
- (c) If the Contractor fails to provide, maintain or pay for the insurance required by this Section, then the City shall have the right, but not the obligation to provide, maintain and pay for such insurance, in which case the cost thereof shall, at the City's option, be payable by the Contractor on demand or the City may deduct such costs from moneys which are then or thereafter become due and payable to the Contractor under this Agreement or otherwise.

### **ARTICLE 11 WORKERS' COMPENSATION**

#### **11.1 Workers' Compensation Board**

The Contractor shall:

- (a) at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged by the Contractor in or upon any work or service which is the subject of this Agreement;
- (b) provide the City with the Contractor's Workers' Compensation Board registration number and letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board

and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement; and

- (c) comply with Worker's Compensation Board rules.

### **11.2 Prime Contractor**

The Contractor agrees that it is the prime contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program that meets the requirements of the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this Agreement, not only by the Contractor but by all subcontractors, workers, material men and others engaged by the Contractor in the performance of this Agreement. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the General Manager of Engineering Services confirming that the Contractor shall be the prime contractor responsible for co-ordination of safety and health under 20.2 - Notice of Project; 20.3 - Co-ordination of Multiple Employer Workplaces; and Section 118 - Co-ordination at Multiple Employer Workplaces of the Worker's Compensation Board Occupational Health and Safety Regulations.

### **11.3 Indemnity**

The Contractor shall indemnify the City and hold harmless the City from all manner of Claims, demands, Costs, Losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged by the Contractor in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

## **ARTICLE 12 OCCUPATIONAL HEALTH AND SAFETY**

### **12.1 Occupational Health and Safety**

The Contractor and the Contractor's sub-contractors shall conform to all health and safety laws, by-laws or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the work hereunder as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected. The Contractor shall not be entitled to any additional time or monetary compensation for completion of any portion of this Agreement for reasons of the Agreement being suspended as provided in this Section 12.1 notwithstanding any other provisions herein.

## ARTICLE 13 INDEMNITY

### 13.1 Indemnity

Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City and its respective officers (including the City Designated Representatives), employees and agents, from and against all Costs, expenses (including counsel fees and other expenses of suits, whether groundless or not), damages, Losses, Claims and judgements on account of any damage to the property or injury or to property (including death) to any person (including damage or injury to the City or any agent or employee thereof) which may be caused or be alleged to have been caused as a direct or indirect result of any act or omission of the Contractor, its agents or employees, or as a result of the breach of any covenant, representation or warranty, or which may occur or be alleged to have occurred by reason of any defects, deficiencies or malfunctioning of the Street Furniture. The Contractor hereby assumes all risk of damage or injury to the Contractor's own property, agents and employees from whatever cause.

The City shall indemnify, and save harmless the Contractor and its respective officers, employees and agents, from and against all Costs, expenses (including counsel fees and other expenses of suits, whether groundless or not), damages, Losses, Claims and judgments or liability associated with the City Furniture or Street Furniture to the extent such Claim, Loss, damages, injury, expense, judgment, or liability is caused by the willful or negligent act or omission of the City, its employees, officers, representatives and agents.

### 13.2 No Limitation

This indemnity shall not affect or prejudice the City from exercising any other rights that may be available to it at law.

### 13.3 Responsibility for City Property

The Contractor shall indemnify and save the City harmless from and against all Loss of or damage to any property of the City while in the custody of the Contractor resulting in whole or in part from the negligent act or omission of the Contractor or any agent or employee thereof and the Contractor shall pay and discharge all Costs, expenses, Losses, damages or obligations suffered or incurred by the City in connection therewith.

### 13.4 Conduct of Proceedings

- (a) In the event that a Claim is made against the City which, pursuant to the terms of the Agreement, requires the Contractor to indemnify any or all of the City, the City Designated Representatives, its representatives, officers, employees and agents, then the City shall give note of such Claim to the Contractor and, subject to Article 13.4(b), the Contractor shall have the right, upon written notice to the City, to conduct the proceedings in defence of the Claim;
- (b) Article 13.4(a) shall not apply and the City shall have the unilateral and paramount right to conduct the defence of any Claim described in Article 13.4(a) in the following circumstances:

- (i) where the General Manager of Engineering Services determines in his sole discretion that the proper administration of the municipal government requires that decisions with respect to the Claim and the proper defence thereof be made by the City and not the Contractor;
- (ii) where the General Manager of Engineering Services determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the General Manager of Engineering Services, the Claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential Claims affecting or involving the City.

Provided however that if the City wishes to settle any Claim, the City shall not do so without the prior consent of the Contractor, which consent shall not be unreasonably withheld. In conducting any defence or making any settlement, the City shall act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of Claims, suits, demands, actions or proceeding which would not be indemnified against under the provisions of this Article 13.4(b); and furthermore, the City shall not oppose the Contractor if it seeks to intervene in any lawsuit in which its rights or interests may be affected; and

- (c) regardless of whether the Claim is being defended under Section 13.4(a) or Section 13.4(b), the party having conduct of the proceedings will, upon written request of the other party, provide all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

## ARTICLE 14 GENERAL

### 14.1 Compliance with Laws

In carrying out its obligations, the Contractor shall familiarize itself and comply with all:

- (a) Applicable Laws, and shall obtain all necessary licences, permits and registrations as may be required by Applicable Laws; and
- (b) the Contractor shall pay and discharge all wages, fees, salaries, charges, Costs and expenses due and accruing to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions as required by Applicable Laws.

### 14.2 No Partnership or Agency

It is understood and agreed that:

- (a) nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between or among the City and the Contractor, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor; and
- (b) the Contractor shall not purport to enter into any agreement on behalf of the City, or otherwise act on its behalf; and the Contractor hereby acknowledges that the City shall not be required on its behalf to make remittances, filings or payments required by statute of employers, and that the Contractor shall not be entitled to the fringe benefits provided by the City to its employees.

#### **14.3 Subcontractors**

Except where otherwise set out, the Contractor will furnish all personnel required to:

- (a) perform its obligations hereunder, and all such personnel shall be competent and qualified to perform and satisfy such obligations;
- (b) the Contractor shall provide the City with a list of its subcontractors;
- (c) the Contractor shall administer, coordinate, and manage all work of subcontractors, and will assume full responsibility to the City for all work performed by the subcontractors; and
- (d) the Contractor shall be solely responsible for paying the fees and expenses of all subcontractors engaged by it in connection with the Agreement and the City shall have no liability whatsoever in connection therewith.

#### **14.4 Confidentiality**

- (a) The Contractor acknowledges that in performing the Work, the Contractor and its representatives will Confidential Information of the City and such Confidential Information is and shall remain the exclusive property of the City and the Contractor shall at all times hold such Confidential Information in trust for the City. The Contractor shall, and shall cause its representatives to treat as confidential all such Confidential Information received by reason of its position as Contractor, and agrees not to disclose such Confidential Information to any third party either during performance of the Work or after the Work have been rendered under the Agreement.

Without limiting the generality of the foregoing, the Contractor will exercise a degree of care in protecting the confidentiality of such Confidential Information that is at least equivalent to that which the Contractor uses to protect its own Confidential Information of like sensitivity and importance. The Contractor agrees that this obligation of confidentiality will survive the termination of the Agreement.

- (b) The City acknowledges that in performing its obligations under this Agreement, the City and City Designated Representatives will acquire Confidential Information of the Contractor, and such Confidential Information is and shall remain the exclusive property of the Contractor and the City shall at all times hold such Confidential Information in trust for the Contractor. The City shall, and shall cause City



Designated Representatives to treat as confidential all such Confidential Information received by reason of its position as the City, and agrees not to disclose such Confidential Information to any third party during performance of its obligations under this Agreement.

- (c) Without limiting the generality of the foregoing, the City will exercise a degree of care in protecting the confidentiality of such Confidential Information that is at least equivalent to that which the City uses to protect its own Confidential Information of like sensitivity and importance. The City agrees that this obligation of confidentiality will survive the termination of the Agreement.
- (d) Each Party will promptly advise the other Party in writing if any unauthorized use or disclosure or any anticipated use or disclosure of all or any portion of the other Party's Confidential Information and will take all reasonable steps to stop such unauthorized or anticipated use or disclosure.
- (e) The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (the "Act"). Subject to the terms of this Agreement and the Act and regulations made in respect thereof, all physical copies of documents submitted to the City in connection with this Agreement become the property of the City, will be received and held in accordance with this Agreement and the information will not be disclosed except to the extent required or permitted under this Agreement. The Contractor declares that the financial terms of the Agreement and all financial information provided by the Contractor to the City may be commercial financial information that is confidential information of the Contractor, explicitly supplied to the City in confidence and the disclosure of such confidential information could reasonably be expected to harm significantly the competitive position or interfere significantly with the negotiating position of the Contractor and could reasonably be expected to result in undue financial loss to the Contractor.

#### 14.5 Assignment

The Contractor shall not assign this Agreement or subcontract to any Person any right, duty or obligation hereunder without the prior written consent of the City which consent may be unreasonably or arbitrarily withheld. Any assignment or subcontract without such consent shall be null and void and of no effect.

Notwithstanding the foregoing, City approval shall not be required for:

- (a) a transfer of this Agreement to an Affiliate of the Contractor; and
- (b) a change in form of the entity of the Contractor (e.g., from a partnership to a limited liability company or to a corporation), provided that there shall be no adverse effect on the recourse or remedies that the City might have under this Agreement with respect to the new entity as it relates to its predecessor, whether at law or in equity;

provided that in either case, management of the Contractor remains substantially the same as management existed prior to such a proposed assignment and there is no material adverse change in the financial strength of the Contractor, having regard to the financial strength of the Contractor prior to the proposed assignment. If an event under Section 14.5(a) or (b) is contemplated by the

Contractor, then the Contractor will provide advance written notice and sufficient information to the City to allow the City to satisfy itself as to the continuity of management and financial viability of the new entity as set out above.

#### 14.6 Builders Liens and Holdbacks

- (a) The Contractor shall not at any time suffer or permit any liens to be registered against or to exist on any City property, the Street Furniture or any other asset or matter supplied under this Agreement. The Contractor agrees to forthwith cause all such liens to be fully paid, satisfied and released;
- (b) If the Director of Legal Services or any City Designated Representative so requires, before any payments to the Contractor under this Agreement are made, the Contractor shall furnish evidence satisfactory to the Director of Legal Services that all governmental liabilities have been paid in full to date;
- (c) The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all monies payable under this Agreement, the City property (including the City Furniture and the City Furniture Sites) and the Street Furniture, and every part thereof, shall be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any Claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Contractor and his sureties, as well as its respective successors and permitted assigns, shall fully indemnify and save harmless the City and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, Claim or attachment to be removed or released from the records of any Land Title Office or Court in which the same may appear; and
- (d) Notwithstanding anything to the contrary contained in this Agreement or the Contract Documents, the City shall not be under any circumstances obliged to pay any monies to the Contractor if and for so long as any liens exist against the City property or the Street Furniture.

#### 14.7 Default and Termination

The Contractor shall be considered to be in default of this Agreement if the Contractor:

- (a) refuses or fails to perform the Work after written notice and a reasonable opportunity to cure, as required by the City or as otherwise stated in this Agreement;
- (b) is adjudged as bankrupt;
- (c) makes a general assignment for the benefit of creditors;
- (d) has a receiver appointed on account of its insolvency;
- (e) persistently disregards laws, policies, procedures or instructions of the City; or
- (f) fails to observe or is in breach after written notice and an opportunity to cure, as defined herein, of any of the provisions of this Agreement.

In the event of default, the City may, without prejudice to any other right or remedy, serve written notification upon the Contractor of the City's intention to terminate this Agreement. Such notification shall contain the reasons for such intention to terminate. If, within 30 days after service of such notice, no meaningful and effective arrangements by the Contractor for the correction thereof are made by the Contractor to the satisfaction of the City, this Agreement shall upon the expiration of the 30 days, cease and terminate. In the event of termination under this Section the City shall be at liberty to secure the performance of the Work from another contractor and the Contractor shall permit the City to use its Street Furniture for a period up to 18 months after termination. If the cost to the City exceeds the cost pursuant to this Agreement and provided the City has made reasonable efforts to mitigate its damages, the excess cost shall, at the City's sole discretion, be charged to and collected from the Contractor or against the Letter of Credit, as the case may be. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City, whether at law or in equity.

#### 14.8 Traffic Control

- (a) The Contractor shall ensure that the proposed methods of traffic control are in compliance with all Applicable Laws, including Provincial Standards in effect from time to time;
- (b) The Contractor shall provide, install and maintain in accordance with all Applicable Laws and to the satisfaction of the General Manager of Engineering Services, all necessary barricades, cones, signs, flashing and other lights, and such other devices as are necessary for the safe and efficient control of vehicular and pedestrian traffic on all streets and sidewalks affected by the construction both within and outside the site limits;
- (c) The Contractor shall from the Effective Date, assume responsibility for the barricading and signing of hazards resulting from any work associated with the placement of any Street Furniture Element;
- (d) Unless ordered otherwise by the General Manager of Engineering Services, the Contractor shall inspect the barricades and warning signs of unattended placement or construction areas at least once per day; and
- (e) As part of its implementation plan, the Contractor shall adhere to all relevant requirements as stated in the "Noise Control By-law No: 6555".

#### 14.9 Non-Resident Withholding Tax

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the City may deduct from all monies payable under the Agreement and remit to the Receiver-General of Canada, the Government of Canada or Revenue Canada, Taxation sums not greater than the greater of:

- (a) 25% of all monies payable under the Agreement; and
- (b) sums required to be withheld and remitted by the *Income Tax Act* (Canada) as amended.

The City shall receive a further credit under the Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest shall be payable by the City on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

#### 14.10 Permits and Approvals

For work related to the installation and maintenance of the Street Furniture, the Contractor shall apply for and obtain all permits and approvals required by the Authorities and/or the City, to enable the Contractor to do the Work and all other things necessary to fully perform its obligations under this Agreement. Contractor shall be exempt from paying fees for such permits and approvals required by the City.

#### 14.11 Non-Waiver of Rights

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement shall not constitute a waiver of such terms and conditions and shall 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.

#### 14.12 Notice

All notices which are required or permitted to be given or made pursuant to the Agreement shall be given or made in writing and shall be delivered personally or by courier with a copy sent by telecopier to:

- (a) in the case of the City, at:

Address: City Engineering Department  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: General Manager of Engineering Services

Fax Number: (604) 871-6191

with a copy to:

Address: Law Department  
401-515 West 10<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Z 4A8

Attention: Director of Legal Services

Fax Number: (604) 873-7445

- (b) in the case of the Contractor, at:

Address: Viacom Outdoor JCDcaux Street Furniture Canada LP

377 Horner Avenue  
Toronto Ontario M8W126

Attention: Blair Murdoch

Fax Number: (416) 255-2063

with a copy to: Viacom Outdoor JCDecaux Street Furniture Canada LP

Address: c/o JCDecaux North America Inc.  
3 Park Avenue  
33<sup>rd</sup> Floor  
New York, New York 10016

Attention: Francois Nion

Fax Number: (212) 834-1201

with a copy to:

Address: Viacom Outdoor JCDecaux Street Furniture Canada LP  
c/o Viacom Outdoor Inc.  
405 Lexington Avenue  
New York, New York 10174

Attention: Amy Berlin, Esq.

Fax Number: (212) 338-9795

with a copy to:

Address: Greenberg Traurig LLP  
200 Park Avenue, 14<sup>th</sup> Floor  
New York, New York 10166

Attention: Edward C. Wallace, Esq.

Fax Number: (212) 805-9299

#### 14.13 Arbitration

In the event of any dispute, Claim, question or difference arising out of or relating to this Agreement or any breach thereof, the Parties shall use their best endeavors to settle such dispute, Claim, question or difference. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to all Parties.

Except as is expressly provided in this Agreement, if the Parties do not reach a solution then upon written notice by a Party to the other, the dispute, Claim, question or difference shall be finally settled by arbitration in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia) and any amendments thereto, based upon the following:

- (a) the arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, or in the event of failure to agree, within 10 Business Days after the date of delivery of the written notice, the Parties shall each appoint a nominee who together shall appoint a single arbitrator, failing which any Party may apply to a judge of the Supreme Court of British Columbia to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided, including, without limitation, knowledge of the real estate industry;
- (b) the arbitrator shall be instructed that time is of the essence in proceeding with the determination of any dispute, Claim, question or difference and, in any event, the arbitration award must be rendered within 30 days of the submission of such dispute to arbitration;
- (c) in the arbitration award, the arbitrator may award any remedy for any breach of this Agreement that might have been awarded by the Supreme Court of British Columbia except where the remedy for such breach has been expressly limited by this Agreement;
- (d) the arbitration shall take place in Vancouver, British Columbia;
- (e) the arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of Costs of arbitration and all matters related thereto; and
- (f) judgement upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

#### **14.14 Costs**

Except as otherwise provided in this Agreement, each of the City and the Contractor shall be responsible for its own fees, expenses and other Costs incurred in connection with carrying out its obligations under this Agreement.

#### **14.15 Ownership of Street Furniture**

The Contractor shall own all Street Furniture Elements.

#### **14.16 Severability**

The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement provided that the spirit and intent of the Agreement is not violated.

#### **14.17 Time of the Essence**

With respect to the Contractor's financial obligations under this Agreement (including the Financial Terms), time shall be of the essence of this Agreement, subject only to Force Majeure and provided that the City shall give the Contractor a written notice of a failure to satisfy its obligations and a 3 Business Day opportunity to cure such failure.

#### **14.18 Entire Agreement**

The provisions herein contained and the documents referred to and incorporated herein by reference constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. The Contractor hereby acknowledges that it is not relying on any representations of the City as to the performance of the Work, except as stated expressly herein.

#### **14.19 Governing Law and Attornment**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and Claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the constructions, branch, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Agreement, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

#### **14.20 Further Acts**

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, the Contractor will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the City in order to cure any defect in the execution and/or delivery of this Agreement.

#### **14.21 Counterparts**

This Agreement may be executed in any number of counterparts. Any party hereto may send the copy of its executed counterpart to the other party hereto by facsimile transmission instead of delivering a signed original copy of such counterpart. Each executed counterpart (including each copy sent by facsimile transmission) shall be deemed to be an original and all such executed counterparts taken together shall constitute one and the same agreement, and notwithstanding the date of execution shall be deemed to bear the same date as written above on this Agreement.

#### **14.22 Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Contract as of the day and year first above written.

**CITY OF VANCOUVER**

By:   
Name: Frances J. Cornell  
Title: Director of Legal Services

**VIACOM OUTDOOR JCDECAUX STREET  
FURNITURE CANADA LIMITED PARTNERSHIP,  
by its General Partner, Viacom Outdoor JCDecaux Street Furniture Canada Ltd.**

By: \_\_\_\_\_  
Name: Blair Murdoch  
Title: Co-CEO

By: \_\_\_\_\_  
Name: Francois Nion  
Title: Co-CEO



IN WITNESS WHEREOF the parties hereto have executed and delivered this Contract as of the day and year first above written.

**CITY OF VANCOUVER**

By: \_\_\_\_\_  
Name: Frances J. Connell  
Title: Director of Legal Services

**VIACOM OUTDOOR JCDECAUX STREET  
FURNITURE CANADA LIMITED PARTNERSHIP**  
by its General Partner, Viacom Outdoor JCDecaux Street Furniture Canada Ltd.

By: \_\_\_\_\_  
Name: Blair Murdoch  
Title: Co-CEO

By: \_\_\_\_\_  
Name: Francois Nion  
Title: Co-CEO

## Schedule "A"

**Street Furniture Agreement dated as of December 10, 2002  
between Viacom Outdoor JCDecaux Street  
Furniture Canada Limited Partnership and City of Vancouver**

### Advertising Protocol

#### **A. General**

1. Advertising is permitted on Modular Bus Shelters, Free Standing Advertising Displays, Automated Public Toilets, or on any other equipment as authorized by the City, in accordance with the requirements set out below:
  - (a) all advertisements must meet the standards set out by the Canadian Advertising Standards Council and any Applicable Laws; audio, olfactory (smell) and video advertising will not be used except where prior approval has been given by the General Manager of Engineering Services;
  - (b) any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or which is otherwise offensive or obscene as determined by the Canadian Advertising Standards Council or by Federal and Provincial law, shall not be used; and
  - (c) any advertising displayed which is deemed to be in contravention of Applicable Laws in place on the Effective Date of this Agreement, shall be removed immediately by the Contractor upon notification by the General Manager of Engineering Services. Failure to do so within 24 hours of notification will entitle the General Manager of Engineering Services to remove the prohibited material. All costs associated with this removal will be reimbursed by the Contractor.
2. The Contractor shall be responsible to carry out all functions associated with advertising and sponsorship including but not limited to:
  - (a) using its best efforts to maximize gross revenues through a well managed sales program for the available advertising space;
  - (b) installing and removing Contractor supplied advertisements on Modular Bus Shelters and Automated Public Toilets;
  - (c) using its best efforts to minimize interference to the City's operations while installing or removing advertisements;
3. The introduction of new technology solutions such as flat panel digital screens and electronic ink technology to replace printed Advertising Panels, will be considered by the General Manager of Engineering Services. All new advertising

media proposed will be subject to the approval by the General Manager of Engineering Services.

4. The Contractor shall be limited to a maximum number of 2 Advertising Panels per item of Street Furniture for each standard size of Modular Bus Shelters, Free Standing Advertising Displays, and Automated Public Toilets. Advertising Panels in excess of this on any item of Street Furniture require the prior approval by the General Manager of Engineering Services. Notwithstanding the limitation described above, it is understood by the Parties that a scrolling Advertising Panel is counted as one Advertising Panel.
5. The Contractor shall use one double sided Advertising Panel in preference to two single sided Advertising Panels . Where two single sided Advertising Panels are to be used, these locations must be approved by the General Manager of Engineering Services. On narrow sidewalks, or where other site constraints exist that requires a Modular Bus Shelter without side panels, a Free Standing Advertising Display may be located at a mutually agreed to location by the General Manager of Engineering Services and the Contractor. For greater certainty, Free Standing Advertising Displays may only be established with the approval of the General Manager of Engineering Services.

**B. Public Use Panels**

1. The Contractor shall, at no cost to the City, provide community advertising space (Public Use Panels) for use by the City and the City Designees. The availability of Public Use Panels will be established at 10% of all Advertising Panels except as otherwise required herein.
2. Public Use Panels shall be distributed equitably throughout the City of Vancouver at the various locations of Modular Bus Shelters, Free Standing Advertising Displays, and Automated Public Toilets, as the case may be.
3. All Public Use Panel locations will be available to the City without interruption, except where the City fails to notify the Contractor of a booking within 30 days of the beginning of the following month. In the event the Contractor is not notified of a booking for Public Use Panels as required herein, the Contractor will be at liberty to use such Public Use Panels for commercial advertising for that month only.

Schedule 'B' - Street Furniture Inventory / Requirement

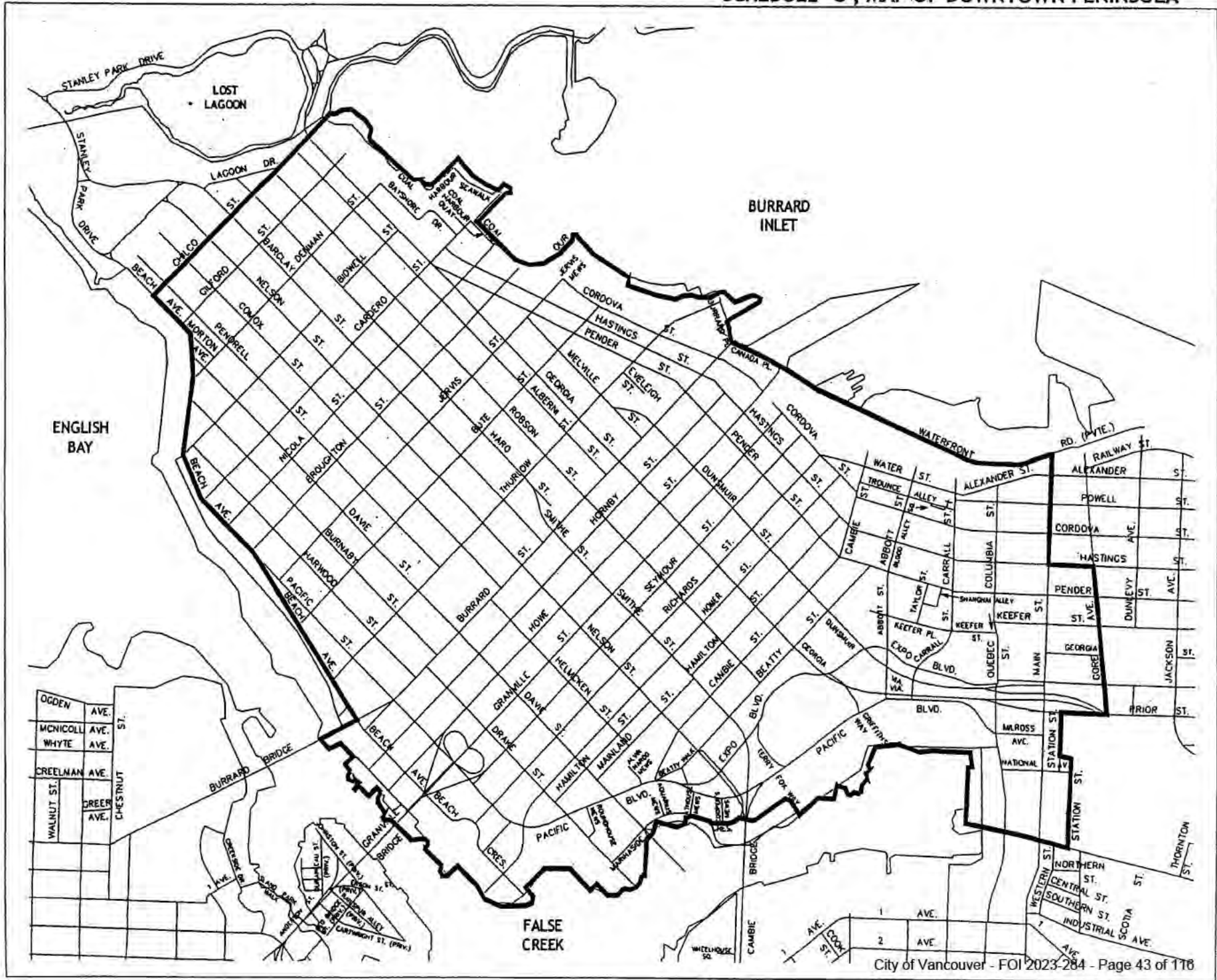
Item description		Existing City street furniture	Quantities required under Schedule 'F' - Street Furniture Rollout	
1	Modular bus shelters [with advertising]	252 104*	675	900**
2	Modular bus shelters [without advertising]		225	
3	Single benches	450 269*	890	985
4	Double benches		95	
5	40-litre Litter receptacles	800 425*	640	1440
6	80-litre Litter receptacles		800	
7	Recycling receptacles	-	20	
8	Multiple publication newsracks	-	104	
9	Modular pay telephone booths	-	60	
10	Modular information kiosks	-	29	
11	Modular bike lockers	-	235	
12	Bike racks (2 bikes)	690 217*	100	175
12	Bike racks (3 Bikes)		75	
13	Automated public toilets - large	-	5	17
14	Automated public toilets -small		12	
14	Standard map-stands	-	30	210
15	Narrow map-stands		180	
16	Aqua-bus shelters	3		

\* - Estimated existing quantities in BIA areas [Excluding DV BIA]

\*\* - 780 Modular bus shelters to be of the 'Cityline' design

Note: The modular pay telephone booths and Modular information kiosks to be installed in the Modular bus shelters.

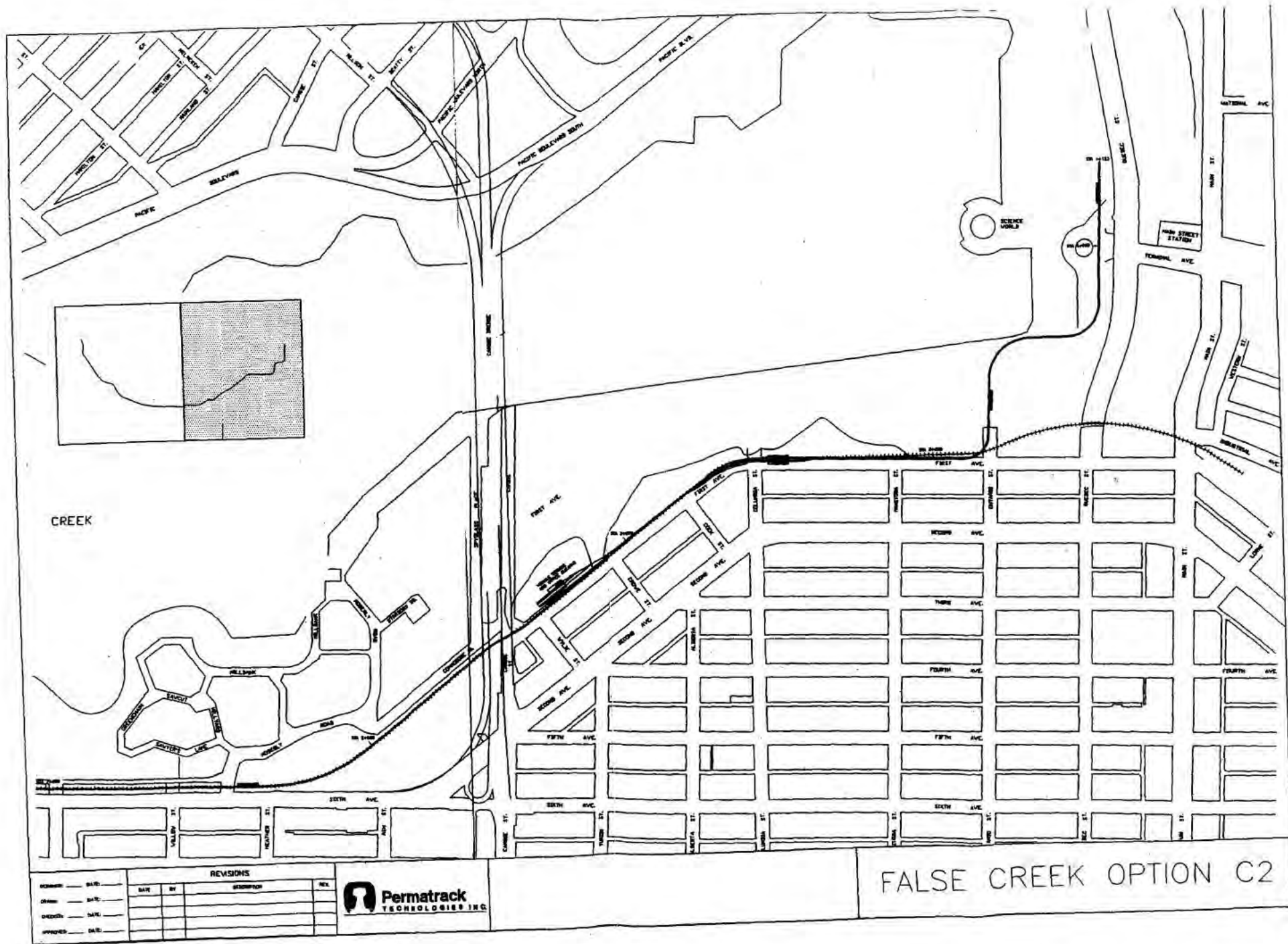
SCHEDULE "C", MAP OF DOWNTOWN PENINSULA



s.21(1)







FALSE CREEK OPTION C2

REVISIONS				
NO.	DATE	BY	DESCRIPTION	REV.



Schedule E - Rollout Schedule

<b>Modular Bus Shelters (with advertising panels)</b>	675		120	140	130	100	70	66	49																
<b>Modular Bus Shelters (without advertising panels)</b>	225		5		5		5		5	50	50	50	50	5											
<b>Total per period</b>	900	0	125	140	135	100	75	66	54	50	50	50	50	5											
<b>Total per Year</b>					400				295					200											5
<b>Cumulative Installation</b>									695					895											900
<b>Litter Receptacles - 40 Litre</b>	640		60	60	70		120	120	140			5	5	10	10	10	10	10	10						
<b>Litter Receptacles - 80 Litre</b>	800		70	70	70		140	140	140			10	10	10	20	20	20	20	20	20	20				20
<b>Total per Year</b>					400				800					40	30	30	30	30	30	30	30				20
<b>Cumulative Installation</b>									1200					1240	1270	1300	1330	1360	1390	1420	1440				
<b>Bike Racks - 2 bikes</b>	100		3	3	3	2	2	2	2	5	5	5	3	15	15	5	5	5	5	5	5	5	5	3	2
<b>Bike Racks - 3 bikes</b>	75		3	2	1	2	2	2	1	3	3	3	3	10	10	5	5	5	5	5	5	3			2
<b>Total per Year</b>					15				15					30	25	25	10	10	10	10	10	10	5	2	
<b>Cumulative Installation</b>									30					60	85	110	120	130	140	150	160	168	173	175	
<b>Modular Newsracks - 3 columns</b>	104					10				10				18	18	8	8	8	8	8	8	8			8
<b>Total per Year</b>						0			10					10	18	18	8	8	8	8	8	8			8
<b>Cumulative Installation</b>									10					20	38	56	64	72	80	88	96	104			
<b>Modular Information Kiosk</b>	29					6	6	6	6	5															
<b>Total per Year</b>						0			24																5
<b>Cumulative Installation</b>									24																29



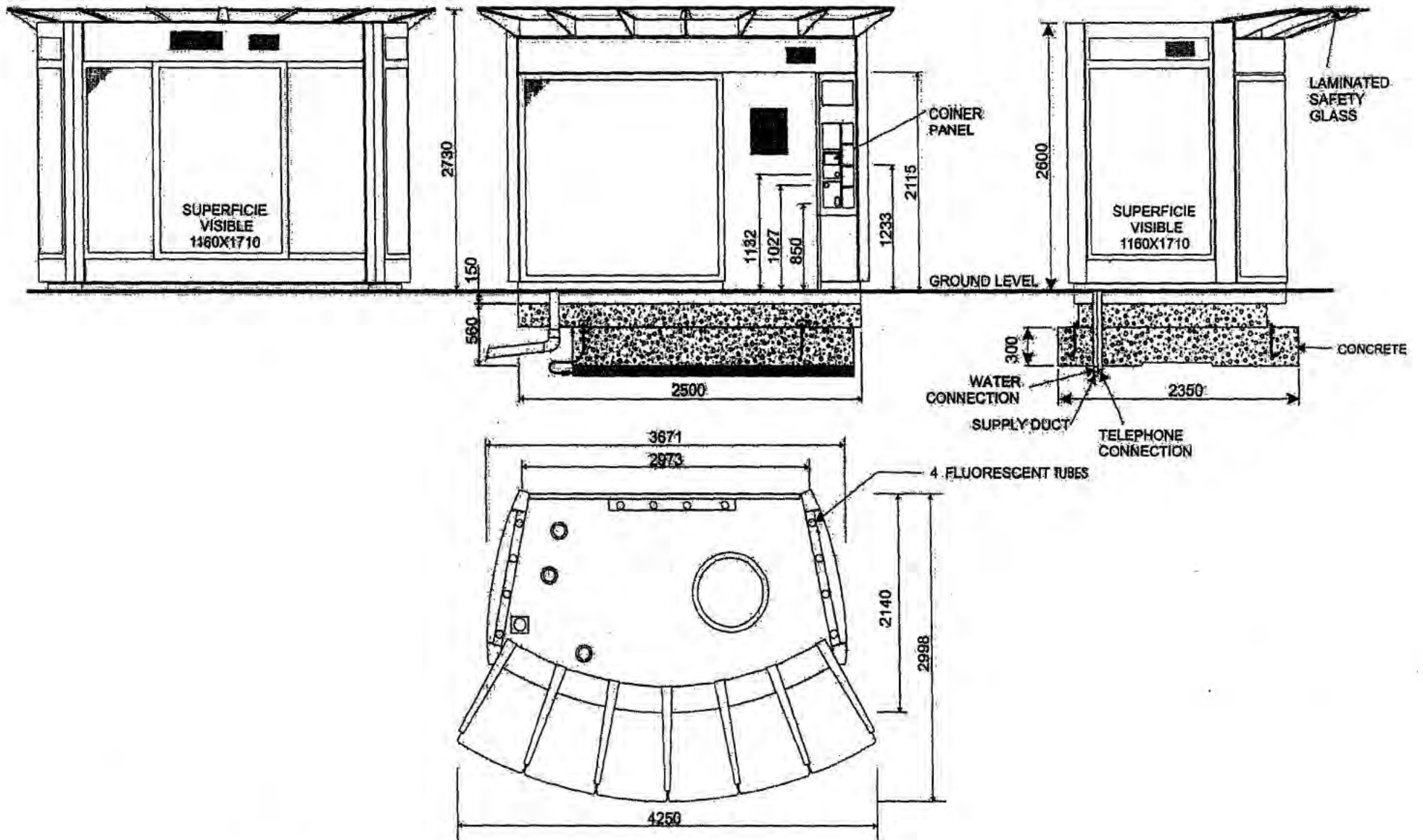
Schedule E - Rollout Schedule

<b>Automated Public Toilet - Large</b>	5					1						1		1		1		1
<b>Total per Year</b>		0				1		0	0	1	0	1	0	1	0	1	0	1
<b>Cumulative Installation</b>						1		1	1	2	2	3	3	4	4	5		5

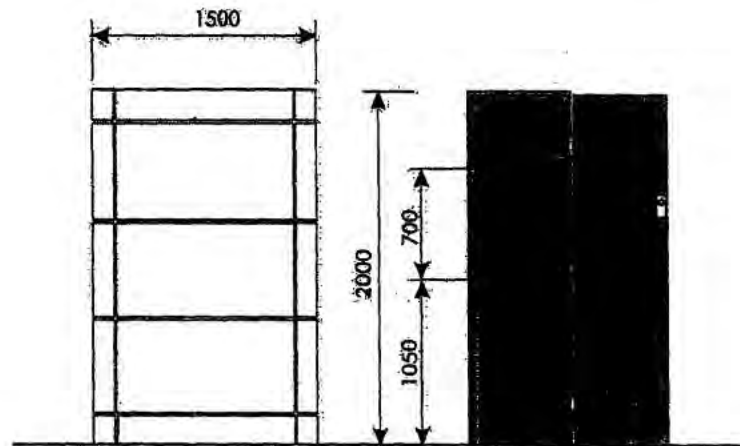
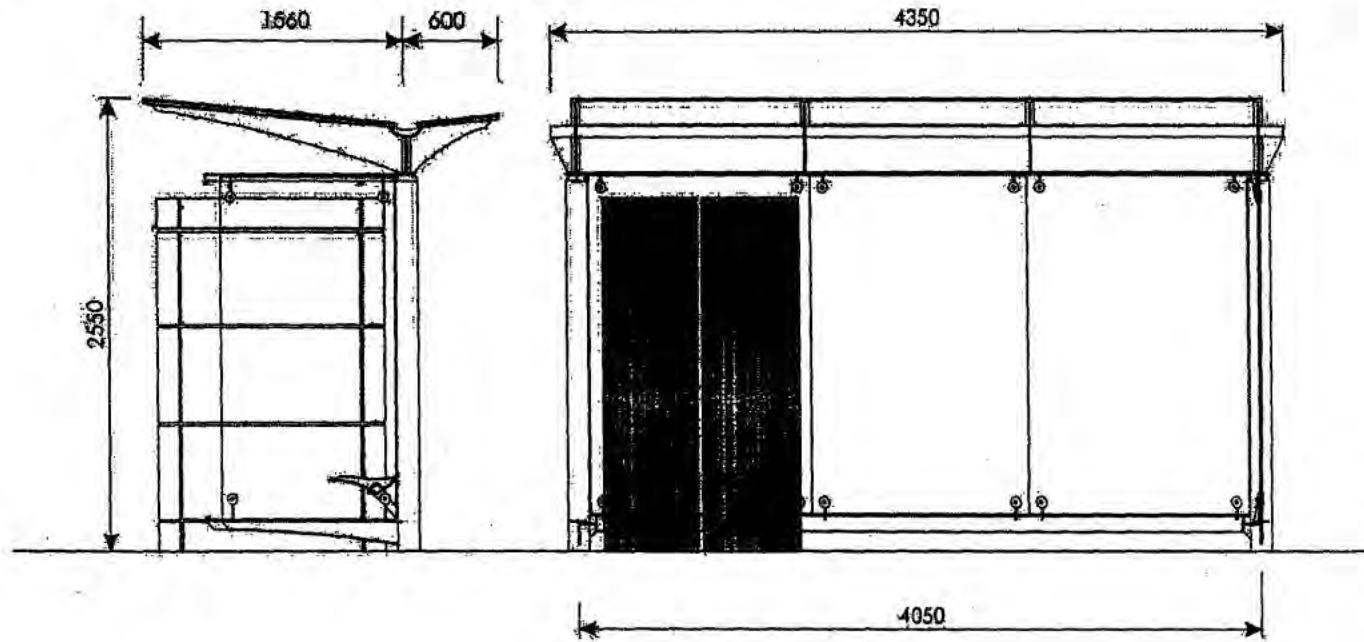
**SCHEDULE "F"**  
**Street Furniture Designs**

**(see attached)**

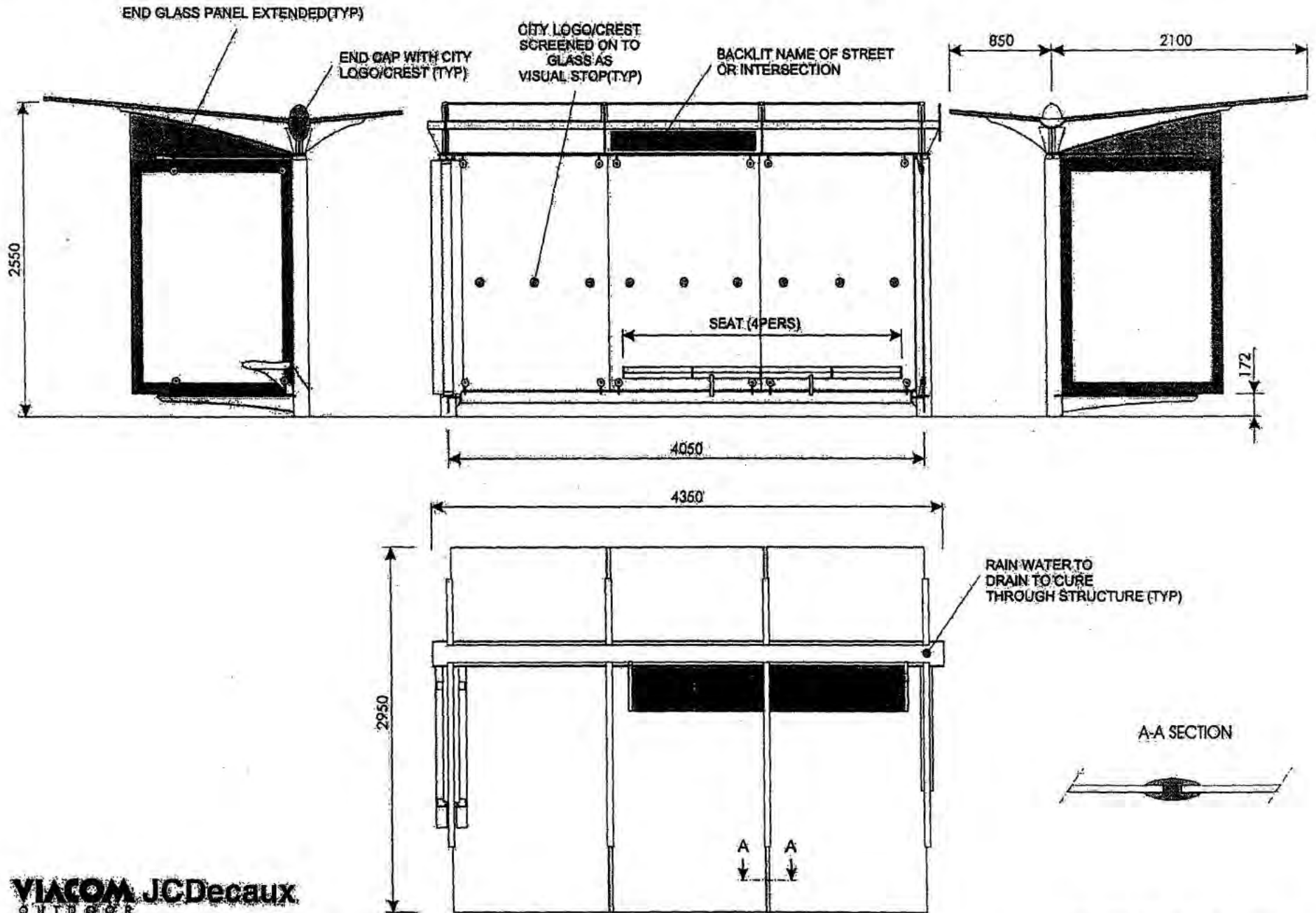
# Automated Public Toilet - Large



# City Line Modular Bus Shelter (with bike locker) Bike Locker

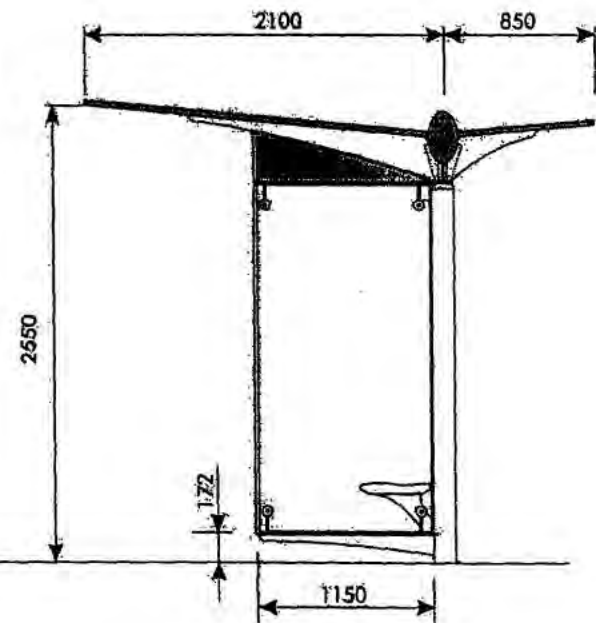
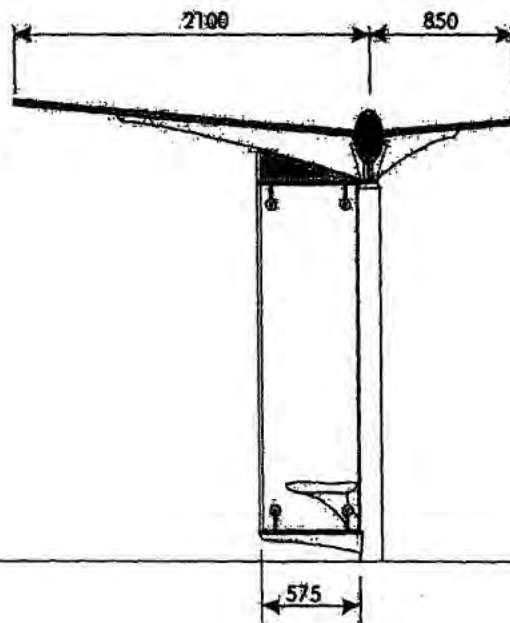
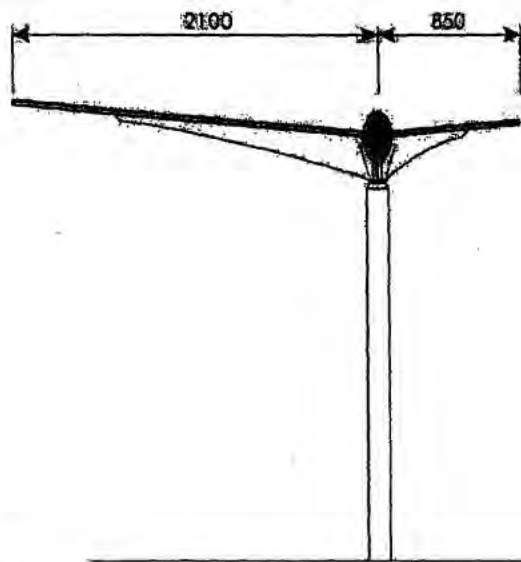
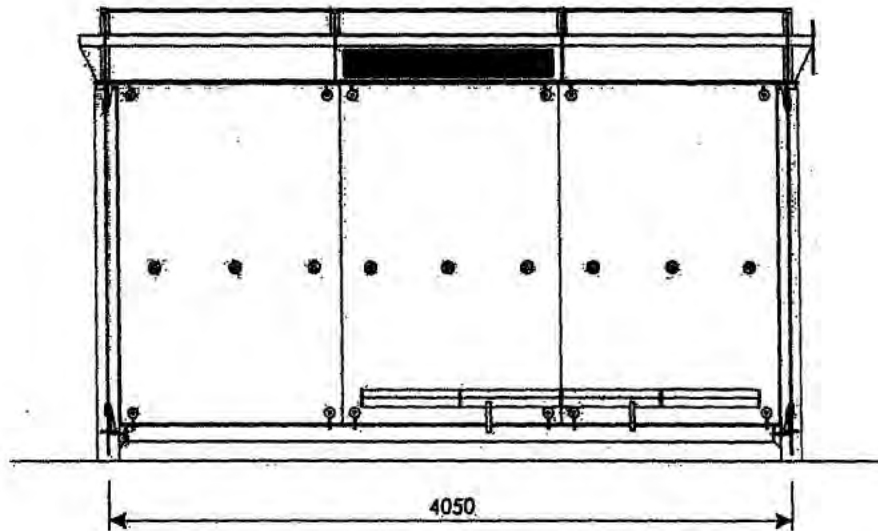


# City Line Modular Bus Shelter (with advertising panels) - Wide

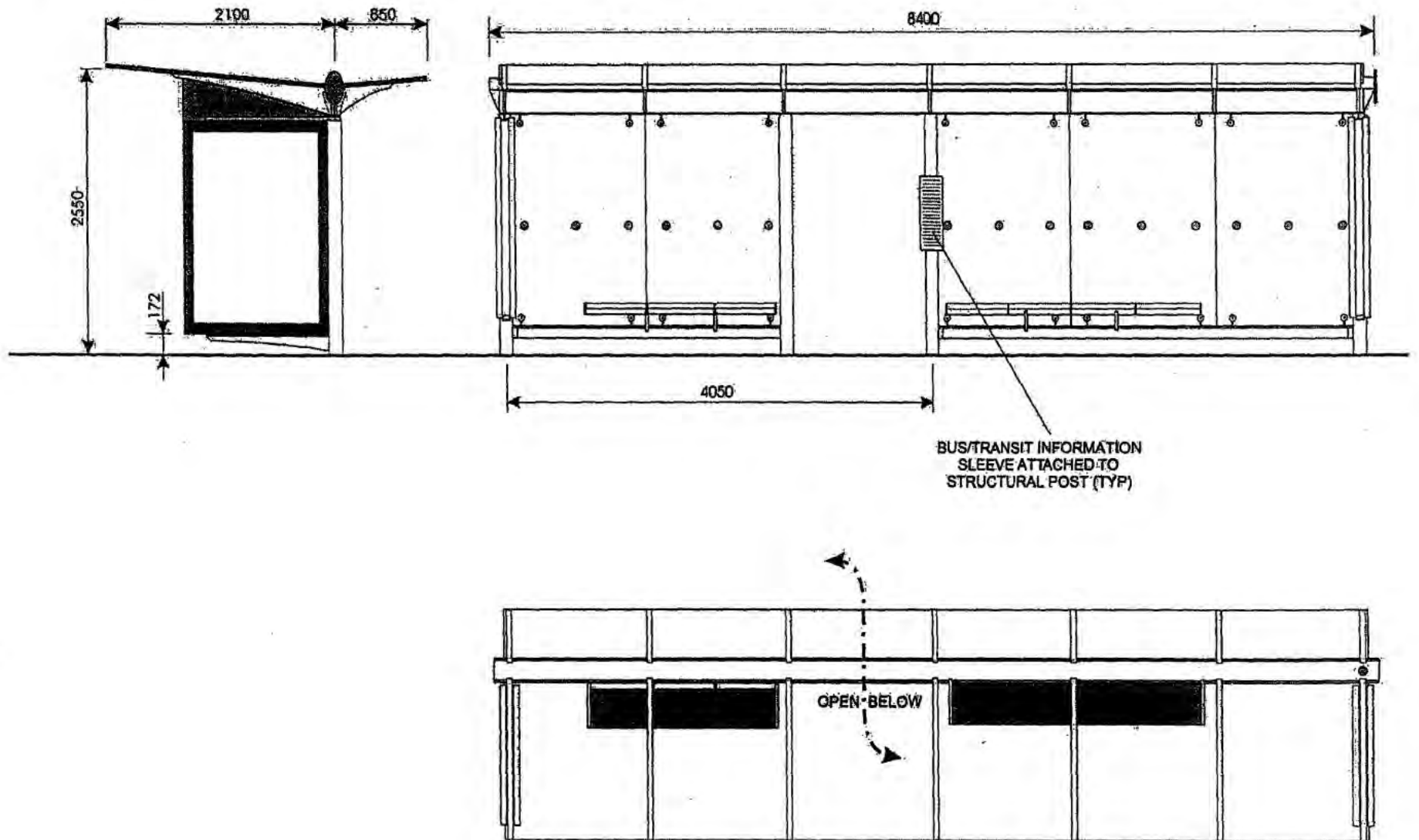




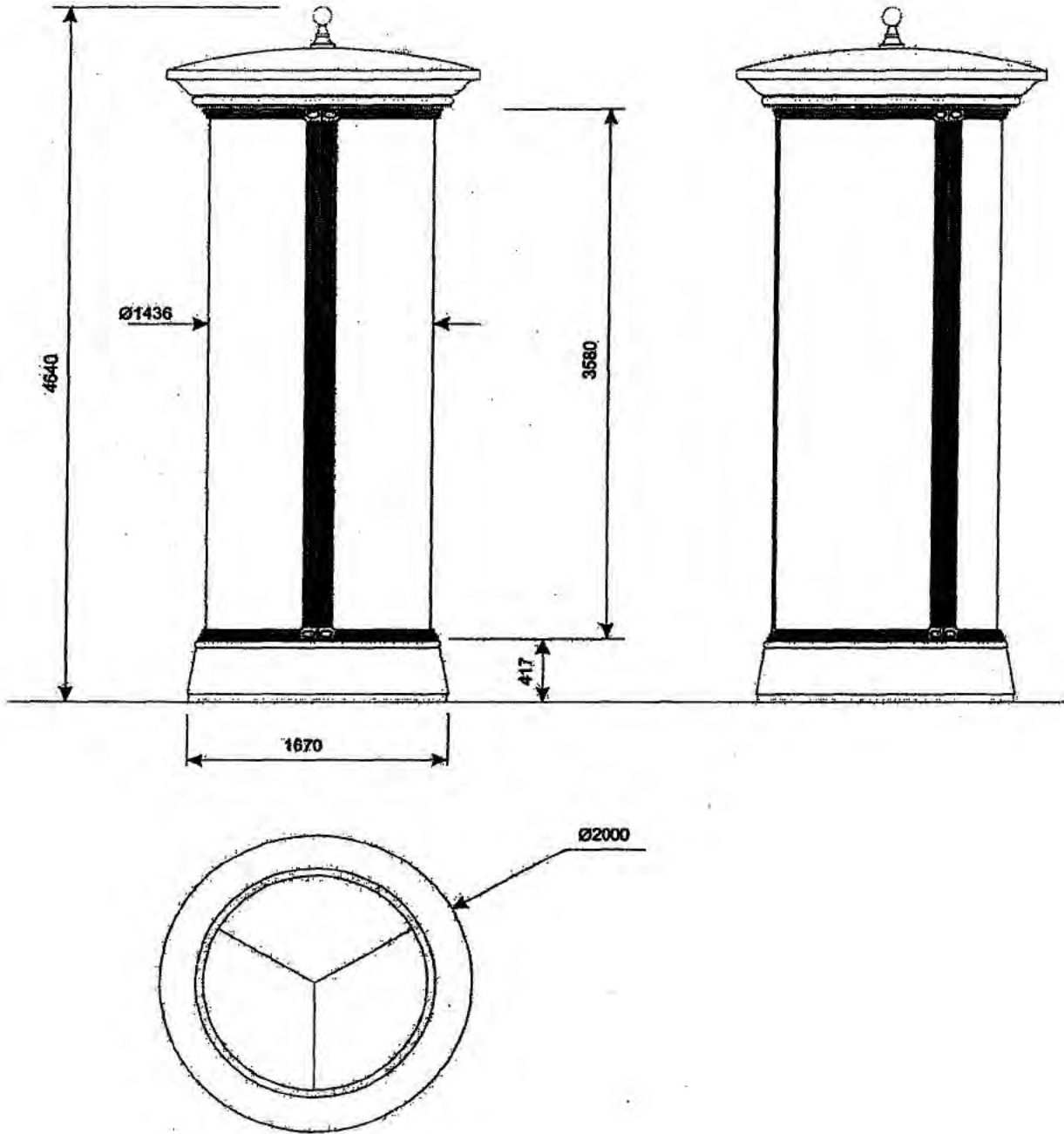
# City Line Modular Bus Shelter (without advertising panels) - Wide



# City Line Modular Bus Shelter (with advertising panels) - Wide, double length

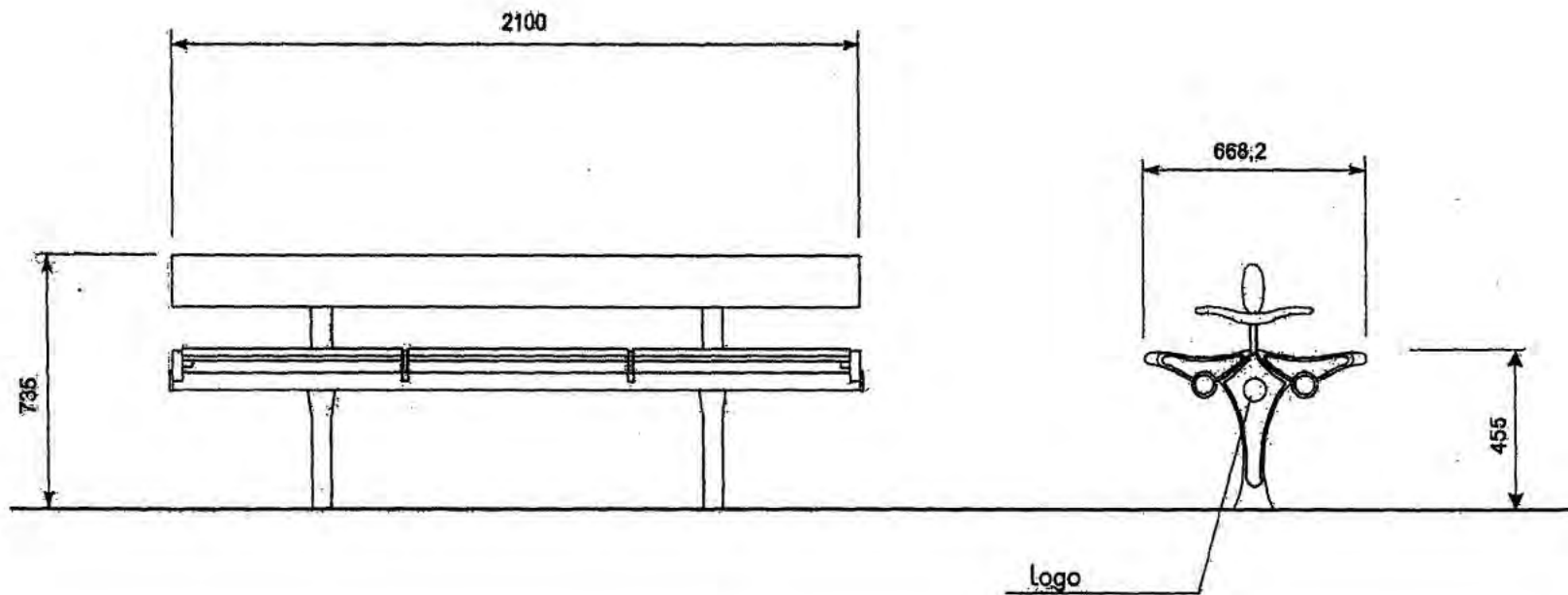


# Column Kiosk

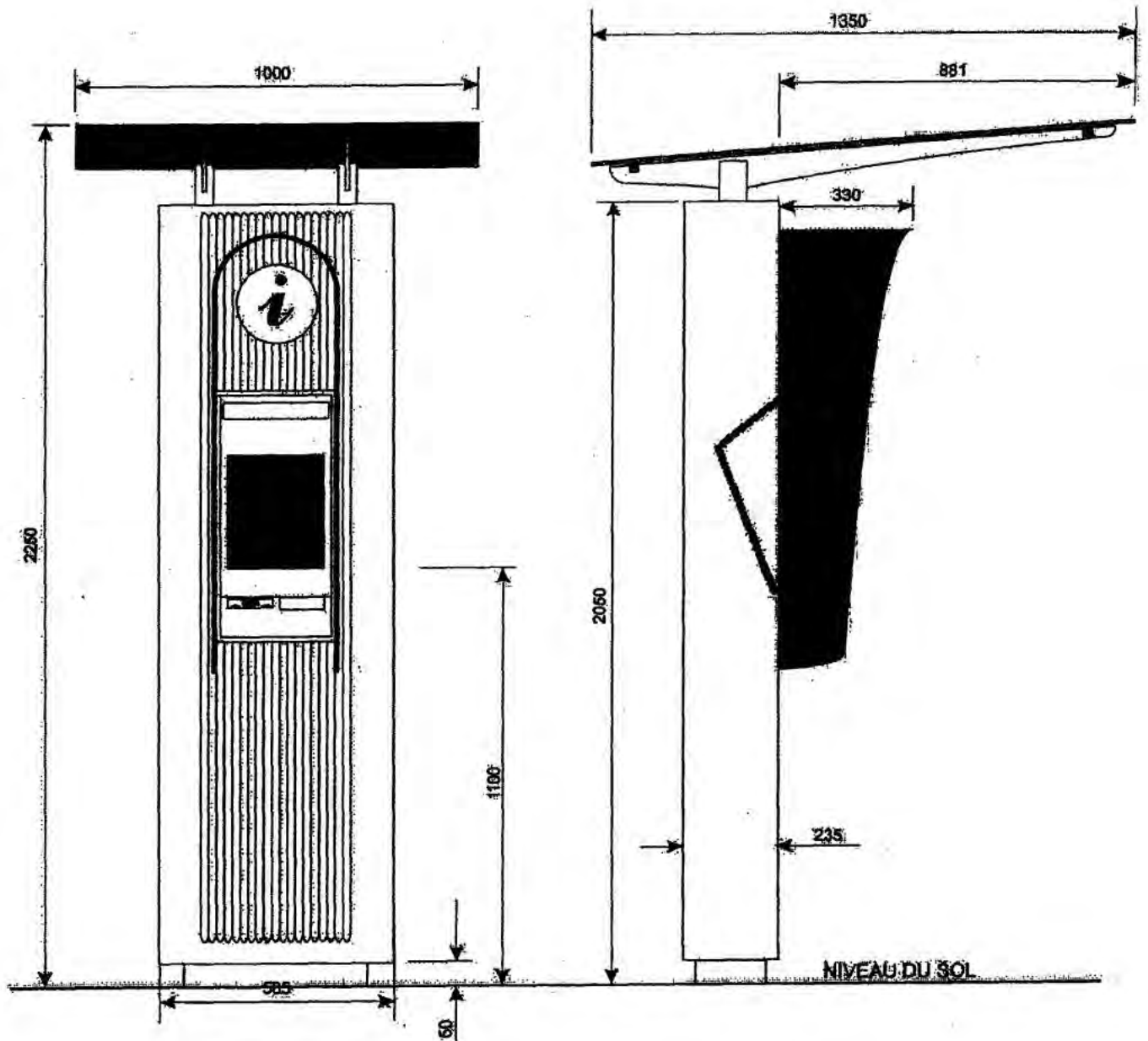




# Double Bench

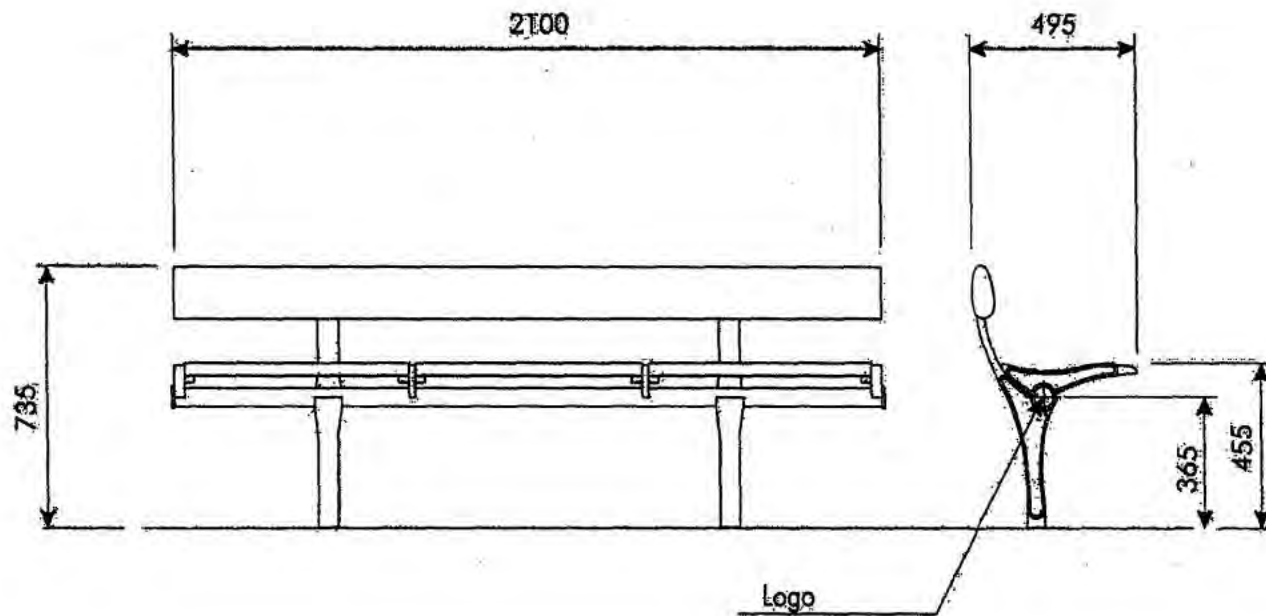


# Modular Information Kiosk

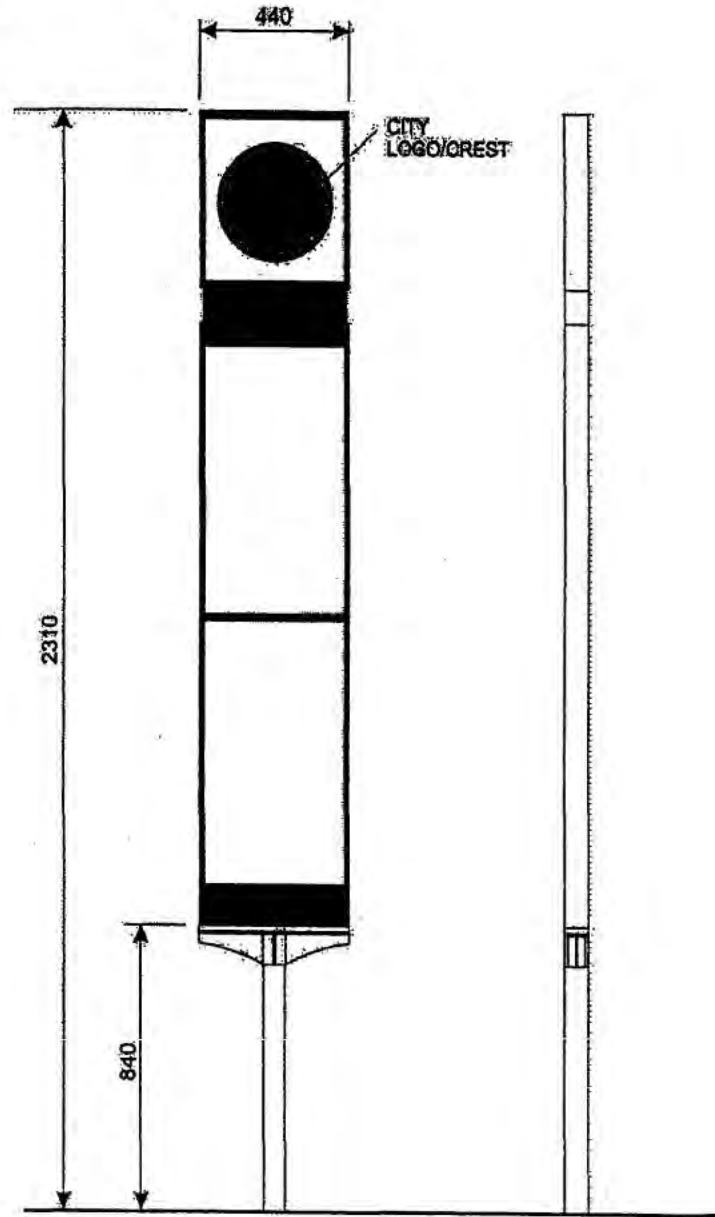


**VIACOM JCDecaux**  
© 1998

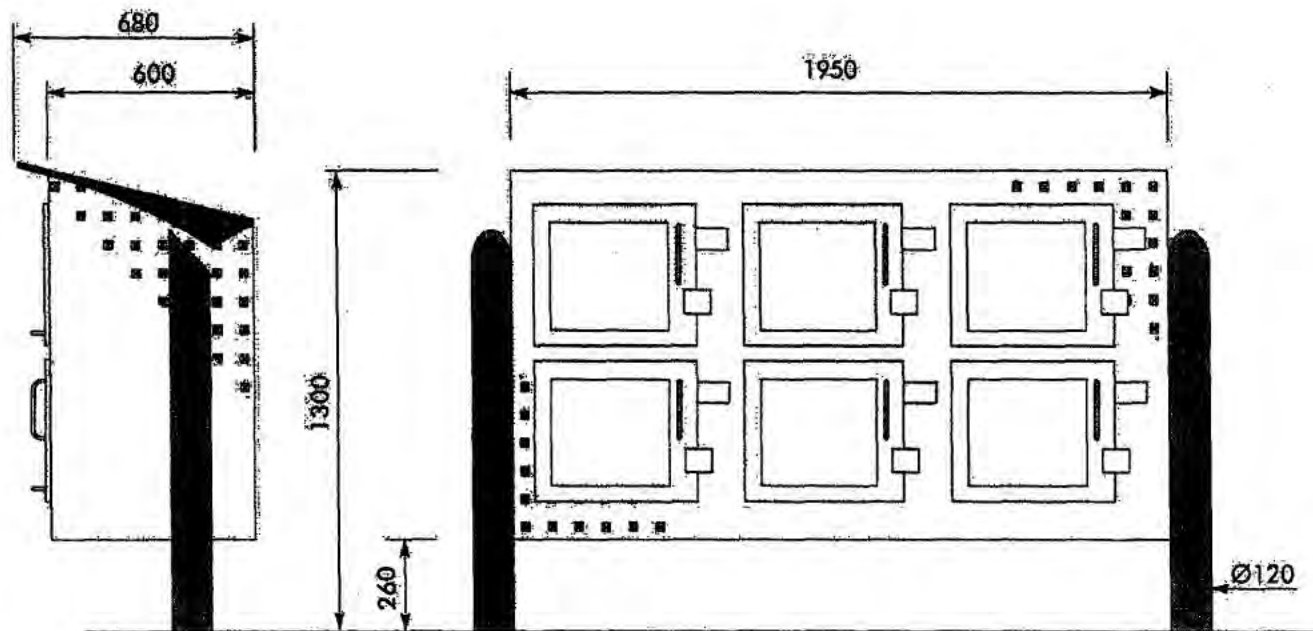
# Single Bench



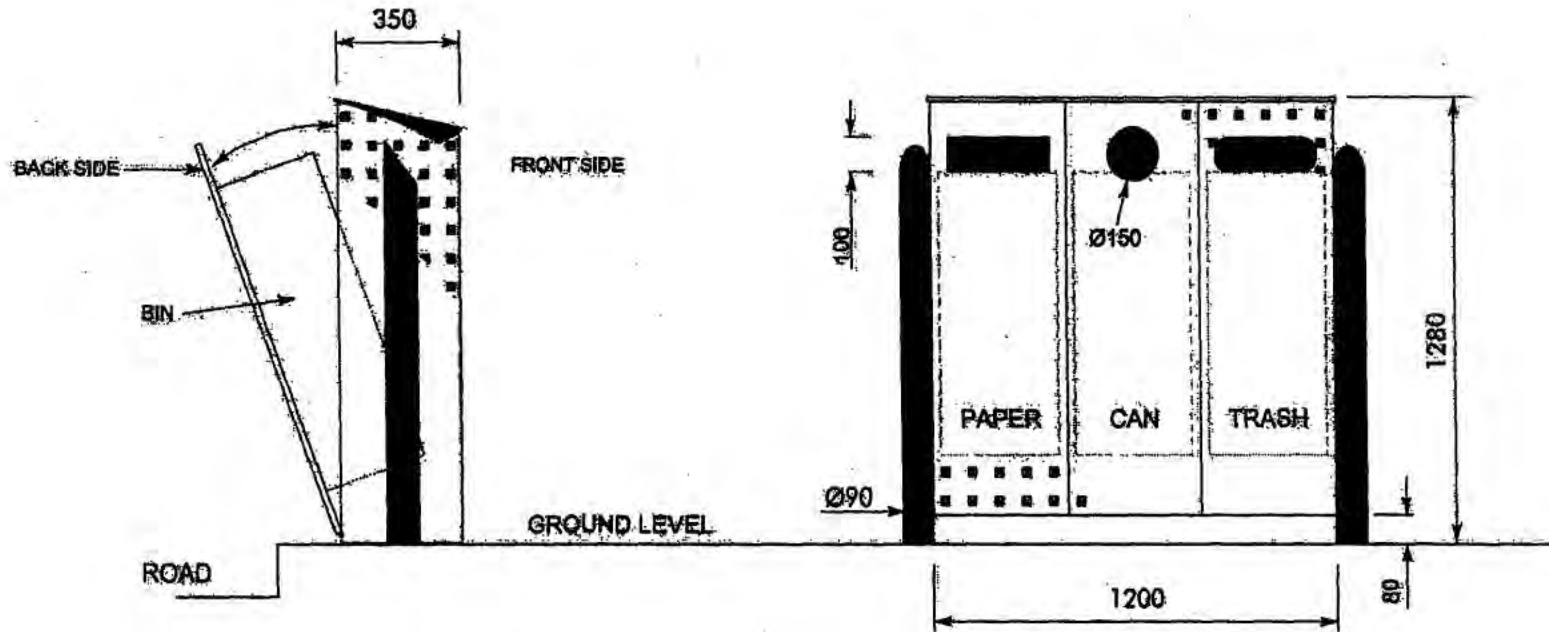
# Map Stand - Narrow



# Multiple Publication Newsrack

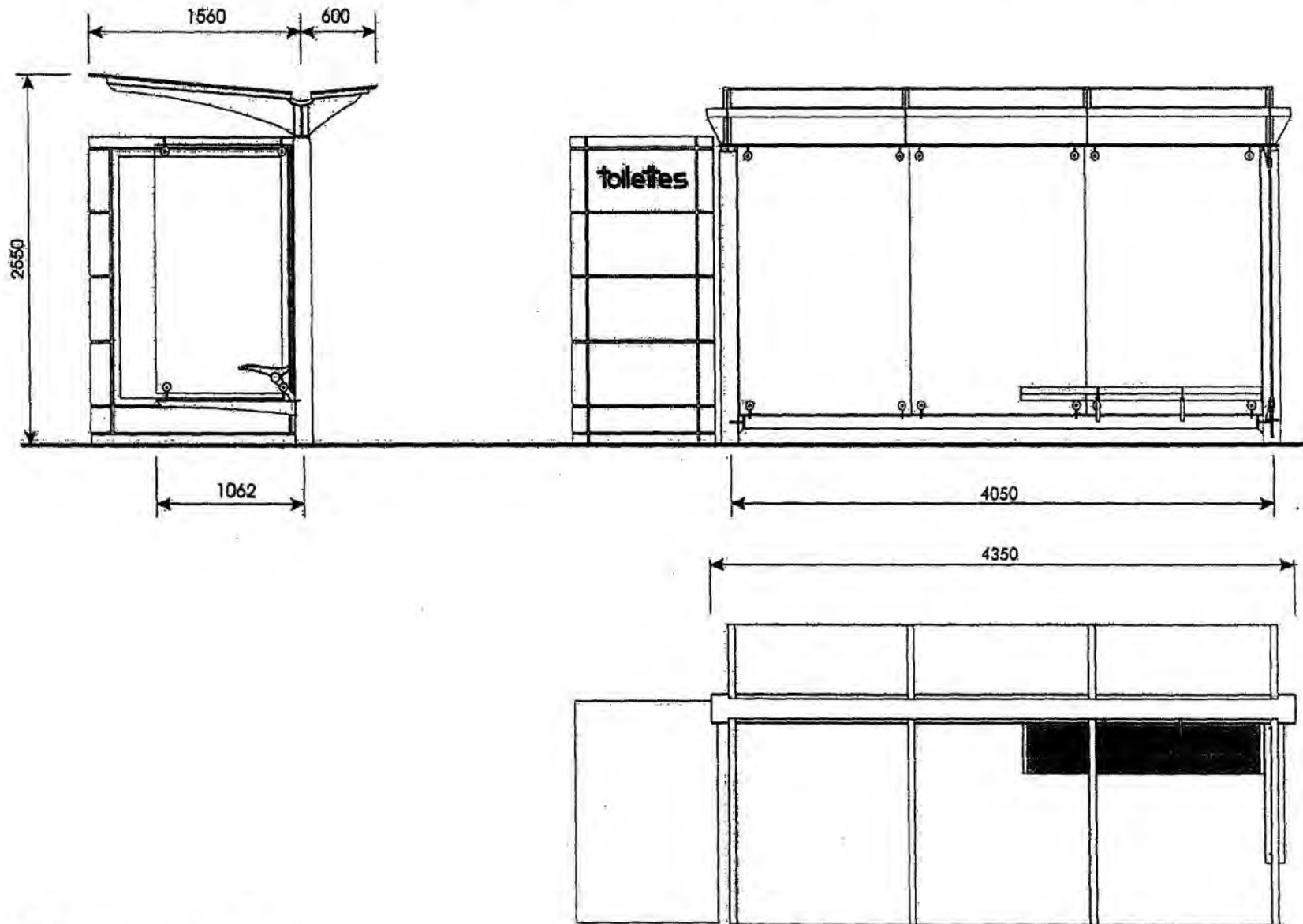


# Recycling Receptacle

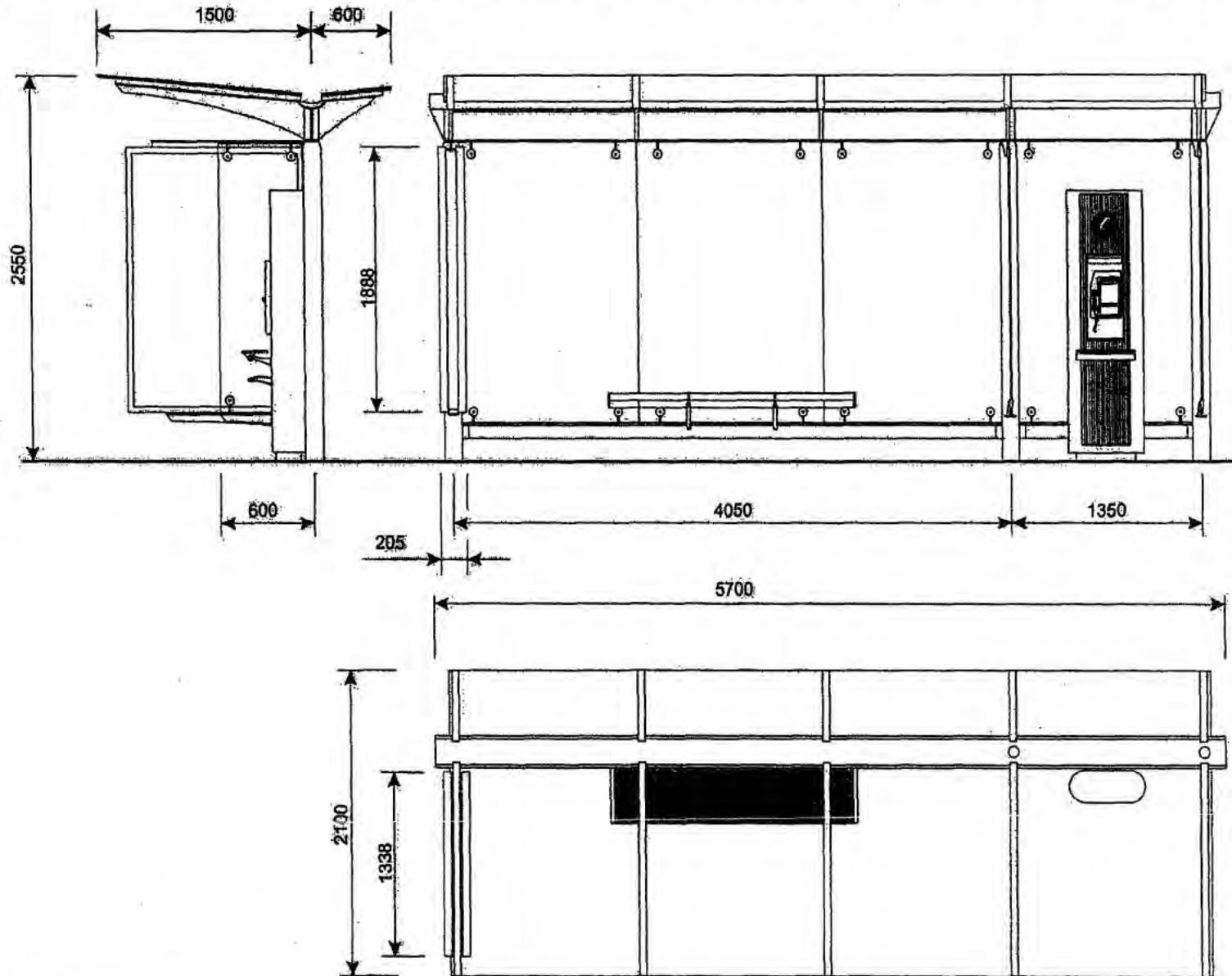




# City Line Modular Bus Shelter (with small automated public toilet) - Standard

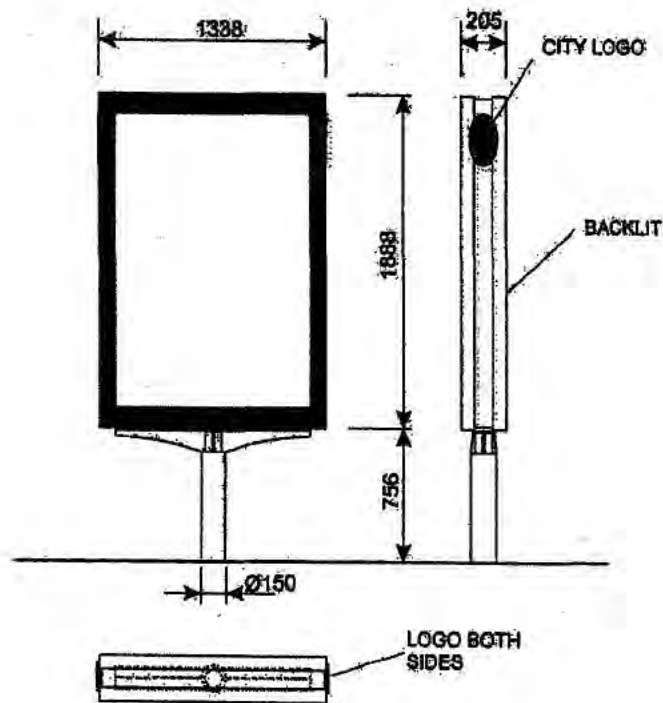


# City Line Modular Bus Shelter (with Modular Pay Telephone Booth) - Standard

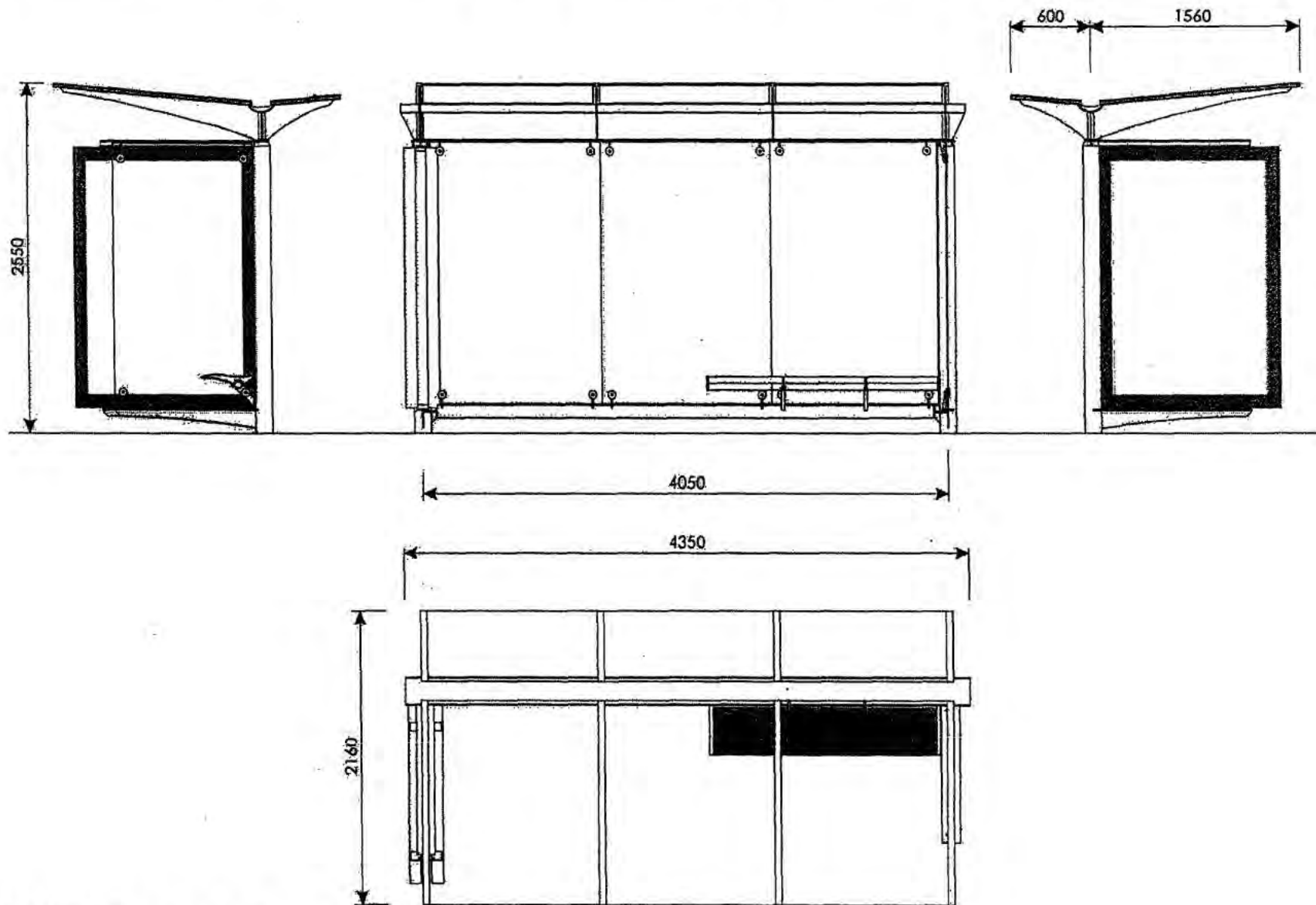




# Map Stand - Standard Free Standing Advertising Displays



# City Line Modular Bus Shelter (with advertising panels) - Standard



## Schedule "G"

Street Furniture Agreement dated as of December 10, 2002  
between Viacom Outdoor JCDecaux Street  
Furniture Canada Limited Partnership and City of Vancouver

### Insurance

NOTE: THE "CERTIFICATE OF LIABILITY INSURANCE" ATTACHED TO THIS SCHEDULE MUST BE COMPLETED AND SUBMITTED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE.

#### A. General

1. Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its subcontractors shall obtain and continuously carry during the Pre-Term Period, the Term and the Post-Term Period, 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.
2. All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the General Manager of Engineering Services and the City Director of Risk Management and shall provide the City with 60 days prior written notice of material change, lapse or cancellation. Notice must identify the Agreement, number, policy holder, and scope of work.
3. The Contractor and each of its subcontractors shall provide at its cost any additional insurance which he is required by law to provide or which it considers necessary.
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 this Agreement with respect to liability of the Contractor or otherwise.
5. The insurance coverage shall be primary insurance as it pertains to the City. Any insurance of self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.

#### B. Evidence of Insurance

1. Prior to the Effective Date, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of a detailed Certificate of Insurance as attached, supported by certified copy(ies) of the certificates of insurance. The Contractor will also deliver certified copies of the policy(ies) of insurance upon the request of the City. The certificate of insurance shall not contain any disclaimer whatsoever. At all times thereafter, during Pre-Term Period, the Term and the Post-

Term Period, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to the City Risk and Emergency Management at any time upon request.

2. The Contractor shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the General Manager of Engineering Services and the City Director of Risk Management detailed certificate of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

**C. Commercial General Liability Insurance**

1. The Contractor shall maintain insurance in sufficient amounts and description to protect the Contractor, its subcontractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may rise under the Agreement.
2. The limit of commercial general liability insurance shall be not less than \$5,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.
3. The policy of insurance shall:
  - (a) be on an occurrence form;
  - (b) add the City and its officials, officers, employees and agents as additional insureds;
  - (c) contain a cross-liability of severability of interest clause;
  - (d) extend to cover non-owned automobile, contingent employer's liability, blanket Contractual liability, Contractor's protective liability, broad form property damage, broad form property damage, broad form completed operations and operations of attached machinery.

**D. Motor Vehicle Insurance**

1. Motor vehicle liability insurance for owned and leased licensed vehicles with limits of \$5,000,000 inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident. Where the policy has been issued pursuant to a government operated automobile insurance system, the Contractor shall provide the General Manager of Engineering Services and the City Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Contractor and its subcontractors used in connection with the Work.

**E. Workers' Compensation Board Coverage**

1. The Contractor agrees that it is the principal Contractor for the purposes of the Workers' Compensation Board Industrial health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the WCB and shall ensure that all WCB safety rules and regulations are observed during performance of the Agreement, not only by the Contractor but by all subcontractors, workers, materialmen and others engaged in the performance of the Agreement.

**F. All risk Insurance**

1. Insurance covering all risks of physical loss or damage to the Street Furniture Elements and all components thereof in an amount of not less than the full purchase price of these Street Furniture Elements during the Pre-Term Period, the Term and the Post-Term Period and which shall include a waiver of subrogation against all unissued parts and a deductible of no more than \$5,000 for each and every claim and which insurance shall terminate on safe delivery to and acceptance by the City of the Street Furniture Elements at the site.

**CERTIFICATE OF INSURANCE**

---

AUTOMOBILE LIABILITY including:       Owned Vehicles       Leased Vehicles

INSURER: \_\_\_\_\_ LIMITS OF LIABILITY:  
POLICY NUMBER: \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_  
POLICY PERIOD: From: \_\_\_\_\_ to \_\_\_\_\_

---

UMBRELLA LIABILITY       EXCESS LIABILITY

INSURER: \_\_\_\_\_ LIMITS OF LIABILITY:  
(Bodily Injury and Property Damage Inclusive)  
POLICY NUMBER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
POLICY PERIOD: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
Self-Insured Retention: \$ \_\_\_\_\_

---

OTHER (Boiler & Machinery, Professional Liability...etc. Please specify Policy#, Name of Insurer, Policy Period)

---

**POLICY PROVISIONS (ALL LINES except Automobile Liability Insurance):**

*These policies comply with the insurance requirements of the governing contract, agreement, lease, permit or license with the City of Vancouver. It is understood and agreed that where required by the governing contract/permit or license, the City of Vancouver, its officials, officers, employees, servants and agents have been added as an additional insured and that SIXTY (60) days notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of this certificate.*

*With the City of Vancouver, all the forgoing insurance shall be primary and insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and not contribute with it.*

---

SIGNED BY THE NAMED INSURED (Proponent/Bidder/Contractor)

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

SIGNED ON BEHALF OF THE NAMED INSURERS

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

NAME OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

ADDRESS/PHONE NO:

---

**CERTIFICATE OF INSURANCE**

---

**THIS CERTIFICATE IS ISSUED TO:** CITY OF VANCOUVER, PURCHASING SERVICES, 453 WEST 12<sup>TH</sup> AVENUE,  
VANCOUVER, BC, V5Y 1V4, ATTENTION: SUSANNE SIU

---

**NAMED INSURED:**

---

**MAILING ADDRESS:**

---

**LOCATION ADDRESS:**

---

*And certifies that policies of insurance as herein described have been issued to the named insured (s) and are in full force and effect as of the effective date of the agreement.*

**DESCRIPTION OF OPERATIONS/CONTRACT:**

---

**PROPERTY**  
(All Risks Coverage incl. Earthquake & Flood)

**PROPERTY REPLACEMENT COST INSURED VALUES:**

**INSURER:** \_\_\_\_\_ **Building incl. Tenants Imp.:** \$ \_\_\_\_\_  
**TYPE OF COVERAGE:** \_\_\_\_\_ **Contents and Equipment:** \$ \_\_\_\_\_  
**POLICY NUMBER:** \_\_\_\_\_ **Deductible/Accident:** \$ \_\_\_\_\_  
**POLICY PERIOD:** From: \_\_\_\_\_ to \_\_\_\_\_

---

**COMMERCIAL GENERAL LIABILITY including:**

- Occurrence Form
- Personal Injury
- Products and Completed Operations
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual
- Non-Owned Automobile

**LIMITS OF LIABILITY:**  
Bodily Injury and Property Damage Inclusive

**Per Occurrence:** \$ \_\_\_\_\_  
**Aggregate:** \$ \_\_\_\_\_  
**All Risk Tenant's Legal Liability:** \$ \_\_\_\_\_  
**Deductible Per Occurrence:** \$ \_\_\_\_\_

**INSURER:** \_\_\_\_\_

**POLICY NUMBER:** \_\_\_\_\_

**POLICY PERIOD:** From: \_\_\_\_\_ to \_\_\_\_\_

**VIACOM JCDecaux**  
OUTDOOR STREET FURNITURE

December 20, 2002

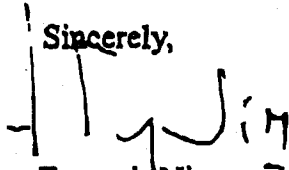
Ms. Linda Oglov  
Vice President, Marketing  
Vancouver 2010 BID Corporation  
Suite 500 - 375 Water Street  
Vancouver, B.C. Canada V6B 5C6

Dear Linda:

Enclosed please find the signed Vancouver 2010 Bid Corporation Agreement.

Wish you all the best.

Sincerely,



Francois Nion  
Co-Managing Director

cc: Blair Murdoch, Vice President, Real Estate

1731 Workman Street  
Los Angeles, CA 90031 USA  
Tel: 323 276 7558 - Fax: 323 276 7531



THIS Vancouver 2010 Bid Corporation Option Agreement ("Option Agreement") is made as of the 28<sup>th</sup> day of November, 2002.

**BETWEEN:**

The Vancouver 2010 Bid Corporation, a company incorporated under the laws of British Columbia, with an office at 500 - 375 Water Street, Vancouver, British Columbia, V6B 5C6

("Buyer")

**AND:**

Viacom Outdoor JCDecaux Street Furniture Canada [Ltd], a corporation under the laws of Canada with its registered office at 377 Horner Avenue, Toronto, Ontario, M8W 1Z6

("Seller")

**BACKGROUND:**

A. Buyer is preparing, for submission to the International Olympic Committee ("IOC"), a candidature ("Candidature") for Vancouver ("Host City") to host the 2010 Olympic Winter and Paralympic Games ("Games");

B. IOC requires Buyer, as part of the Candidature, to obtain binding options on advertising space in Host City to reduce unfair competition in the form of ambush marketing, namely, intentional and unintentional attempts to create a false or unauthorized commercial association with the Olympic Movement or the Olympic Games, including a non-sponsor company's use of creative means to generate a false association with the Games, a non-sponsor company's infringement of laws that protect the use of Olympic imagery and indicia, and a non-sponsor company's activities that intentionally or unintentionally interfere with the legitimate marketing activities of an Olympic sponsor;

C. Seller is the owner of certain advertising space described in Schedule A ("Ad Panels") in Host City; and

D. Buyer wishes to purchase and Seller wishes to sell, for the period January 5, 2010 through March 16, 2010 ("Games Advertising Period"), an option ("Option") for the Ad Panels, to be exercised if Host City is awarded the Games and if Buyer concludes some or all of the Ad Panels will be required for the purpose of reducing unfair competition in the form of ambush marketing, as described above, and to be used only by the Buyer for various Olympic constituencies and for various uses, such as Olympic messages, group Olympic partner recognition, individual Olympic partner recognition and Olympic partner advertising opportunities.

IN CONSIDERATION of the mutual covenants and agreements contained in this Option Agreement and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Option Agreement ("Parties") agree as follows:

## 1. Option

### 1.1 Option Grant

Seller hereby grants the Option to Buyer to purchase some or all of the Ad Panels for the Games Advertising Period on the conditions set out below.

### 1.2 Option Period

Buyer shall be entitled to exercise the Option at any time from the date Host City is awarded the Games up to and including December 31, 2007 (the "Option Period"). Such exercise must be made: (i) in writing; (ii) must be made no later than December 31, 2007; and (iii) must specify the fixed percentage or fixed number of Ad Panels (in existence during the Games Advertising Period) to be used by Buyer, or its assignee, OCOG throughout the entire Games Advertising Period. Once the option is exercised, it may not be cancelled or amended in whole or in part without the consent of the Seller, which consent may be withheld at its sole discretion. This option shall expire after December 31, 2007 and shall be null and void.

## 2. Purchase Price

### 2.1 Determination of Purchase Price

If Buyer exercises the Option to purchase some or all of the Ad Panels for the duration of the Games Advertising Period, the purchase price for the purchased Ad Panels shall be determined on a per Ad Panel rate for the period of the Games Advertising Period calculated at the 2003 rate card average for all available Ad Panels in 2010, increased by the percentage increase in the Canadian consumer price index for each year between January 2003 and December 2009, plus twenty five percent (25 %) (the "Purchase Price"). The Buyer shall sign the Sellers media contract detailing precisely what media shall be purchased.

### 2.2 Payment of Purchase Price

The Purchase Price shall be paid as follows: Fifty percent (50%) on or prior to August 31, 2009 and the balance shall be paid on or before January 5, 2010.

## 3. Assignment

Should the Games be awarded to Host City, Buyer will be succeeded by OCOG, the Organizing Committee of the Olympic Games, which shall receive from Buyer an assignment of all arrangements underlying the bid and shall be the organization to conduct the Games and carry out the rights and responsibilities of Buyer hereunder. Following such assignment and the assumption by OCOG of all of the obligations, representations and warranties of Buyer hereunder, Buyer shall have no further obligations or liability hereunder. No other assignment by the Buyer or OCOG shall be permitted.

Seller shall not have the right to assign its rights under this Option Agreement unless it shall have obtained the prior written consent of Buyer and the assignee agrees to be bound, without limitation,

srbsrb00725

by the provisions of this Option Agreement, except the Seller may assign to its members, affiliates and parent company.

#### 4. Termination of Agreement

This Option Agreement will terminate upon the failure of the Host City to be awarded the Games by IOC. The obligations of the parties specified in Section 8 of this Option Agreement shall survive any termination of this Option Agreement pursuant to this Section 4.

#### 5. Continuing Obligation

The rights and obligations of Seller set out in this Option Agreement shall be assumed by any subsequent lessee and/or owner of the Ad Panels. Only causes of a force majeure nature shall excuse Seller, or any subsequent lessee or owner of the Ad Panels, from the due performance of its obligations hereunder.

#### 6. Representations and Warranties of Buyer

Buyer has all necessary power and authority to enter into this Option Agreement and to perform its obligations hereunder provided Seller's contract (the "City Contract") with the City is executed and the City performs thereunder; the execution of this Option Agreement by Buyer and the performance by Buyer of its obligations hereunder have been duly authorized by all necessary corporate action; and this Option Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Notwithstanding the foregoing, Buyer acknowledges that this Option is only effective if the City performs its obligations to Seller as set forth the City Contract.

#### 7. Representations and Warranties of Seller

Seller has all necessary power and authority to enter into this Option Agreement and to perform its obligations hereunder; the execution of this Option Agreement by Seller and the performance by Seller of its obligations hereunder have been duly authorized by all necessary corporate action; and this Option Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable against the Seller in accordance with its terms.

#### 8. Dispute Resolution

The Parties agree to attempt to resolve all disputes arising out of or in connection with this Option Agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Arbitration Centre administered under its Mediation Rules. The place of mediation shall be Vancouver, British Columbia.

#### 9. Notices

Any notice required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if delivered or if transmitted by facsimile to such Party:

in the case of a notice to Buyer, at:

Vancouver 2010 Bid Corporation  
Suite 500-375 Water Street  
Vancouver, BC V6B 5C6  
Attention: Linda Oglov  
Facsimile No. 604-683-2010

in the case of a notice to Seller, at:

Attention: Blair Murdoch  
Viacom Decaux  
377 Horner Avenue  
Toronto, Ontario, M8W 1Z6  
Facsimile No.: (416) 255-2063

or at such other address or addresses as the party to whom such notice is to be given shall have last notified the party giving the same in the manner provided in this section.

**10. Amendment**

This Option Agreement may be amended only by a written instrument signed by both Parties.

**11. Headings**

The headings of the various sections and subsections of this Option Agreement are used for convenience of reference only and shall not modify, define or limit any of the provisions hereof.

**12. Waiver**

No waiver of any of the provisions of this Option Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. Severability

If any provisions or portions thereof of this Option Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Option Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Option Agreement shall be valid and enforceable to the fullest extent permitted by the law as the intent of the Parties can be maintained.


14. Governing Law

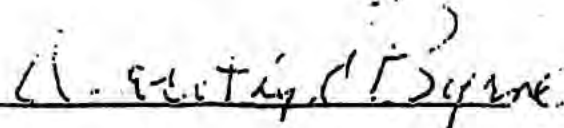
This Option Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to principles of conflict of laws.

IN WITNESS WHEREOF the Parties have executed this Option Agreement as of the day and year first above written.

VANCOUVER 2010 BID CORPORATION

Per:

  
\_\_\_\_\_  
Authorized Signatories

  
\_\_\_\_\_  
Authorized Signatories

VIACOM OUTDOOR JCDECAUX STREET FURNITURE CANADA [LTD.]

Per:

  
\_\_\_\_\_  
Authorized Signatories

  
\_\_\_\_\_  
Authorized Signatories

**SCHEDULE A**

**ADVERTISING SPACE OF SELLER**

All Street Furniture Advertising Panels ("SFAP"), including but not limited to Transit Shelter Advertising Panels and Automated Public Toilets Advertising Panels under contract with the Seller in the City of Vancouver during the Games Advertising Period, with the exception of up to 10% of all SFAP as allocated by Seller to Host City for its use under the terms of an agreement between Seller and Host City.



June 10, 2003

City of Vancouver  
Purchasing Services  
453 West 12<sup>th</sup> Ave.  
Vancouver, BC V5Y 1V4

To Whom It May Concern:

The City of Vancouver ("the City") and Viacom Outdoor JCDecaux Street Furniture Canada Limited Partnership ("the Contractor") entered into a Contract dated December 10, 2002 for the provision of street furniture ("the Contract"). The Contractor has arranged that all work required of the Contractor under the Contract will be provided by employees of Viacom Outdoor Canada, a division of Viacom Canada Inc. ("Viacom Outdoor").

The City and the Contractor agree that the Workers Compensation Board requirements set out in Article 11 of the Contract may be fulfilled by Viacom Outdoor. Accordingly, Viacom Outdoor agrees to provide the Workers Compensation Board certification and to act as the Prime contractor for the Contract in accordance with Article 11 of the Contract.

Provided however, should Viacom Outdoor fail to comply with or fail to fulfill, the Workers Compensation Board requirements of Article 11 of the Contract, the City reserves all its rights to require the Contractor to fulfill and comply with all and any of the Workers Compensation Board requirements set out in Article 11 of the Contract.

Save and accept as set out above, nothing contained in this letter shall constitute a waiver of any other rights of the City under the Contract and shall not affect or impair the enforcement of any such rights.

DATED this 13 day of JUNE, 2003

**VIACOM OUTDOOR JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP**

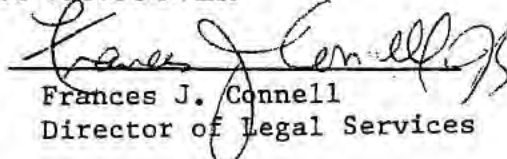
By:   
Name: Blair Murdoch  
Title: Co-CEO

By:   
Name: Francois Nion  
Title: Co-CEO

**VIACOM OUTDOOR CANADA, A DIVISION OF VIACOM CANADA INC.**

By:   
Name: Nick Arakgi  
Title: General Manager

**CITY OF VANCOUVER**

By:   
Name: Frances J. Connell  
Title: Director of Legal Services



22/05 '03 JEU 10:30 FAX 5148754387

002

# CERTIFICATE OF INSURANCE



This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

This is to certify that the policy, or policies, designated below is in force, as this date and provides the type of insurance set forth opposite the policy number, subject to the terms and conditions of the policy or policies.

**Certificate Holder**  
 Name: **Viacom JC Decaux**  
 Address: **1451, Adanac, Vancouver, B.C. V5L 2C4**

**Insured**  
 Name: **ET Construction inc.**  
 Address: **2655, Michalín, Laval, Quebec H7L 5X6**

**Insurance Broker**  
 Name: **McCann assurances**  
 Address: **3100 east, de la Concorde blvd, suite 208, Laval, Qc. H7E 2B8**

**Location and operations to which this certificate applies :**  
 Replacement/construction of bus pads/shelters in Vancouver

LIABILITY	Amount Insured or limits of liability in Canadian dollars	Policy No	Expiry date		
			D	M	Y
<input type="radio"/> Commercial general liability	\$ 000 000 \$	4803833	25	10	2003
<input checked="" type="checkbox"/> Per occurrence limit	\$ 000 000 \$				
<input checked="" type="checkbox"/> Aggregate limit	\$ 000 000 \$				
<input type="radio"/> Tenant's legal liability	\$				
<input type="checkbox"/> Fire & related perils	\$				
<input checked="" type="checkbox"/> Broad form	200 000 \$				
<input type="radio"/> Non owned automobile	\$ 000 000 \$				
<input type="radio"/> Umbrella	\$				
<input type="radio"/> Other - describe	\$				

**AUTOMOBILE**

<input type="radio"/> Owners policy form	\$				
<input type="checkbox"/> All vehicles licensed and / or leased by the insured	\$				
<input type="checkbox"/> As per attached schedule	\$				
<input type="radio"/> Garage policy form	\$				
<input type="checkbox"/> Including owned vehicles	\$				
<input type="checkbox"/> Excluding owned vehicles	\$				
<input type="radio"/> Other - describe	\$				

**OTHER**

\$				
----	--	--	--	--

**NOTES**

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail \_\_\_\_\_ days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**  
 LA COMPAGNIE D'ASSURANCE  
 MISSISQUOI

PAR: Odyle Klaffe  
 Date: 03 03 2003 SUCC. MONTREAL

Underwritten by La compagnie d'assurance Missisquoi

# CSIO CERTIFICATE OF INSURANCE

Date (YY/MM/DD)  
2003-05-15

**BROKER**

Seymour Alper Inc.

5520 Pare Street,  
Montreal, Quebec

H4P 2M1

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

COMPANY A La Citadelle Insurance

COMPANY B

COMPANY C

COMPANY D

COMPANY E

**INSURED**

Enseicom Signs Inc Et Al  
225 Norman street  
Ville St-Pierre, QC  
H8R 1A3

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YYMMDD)	POLICY EXPIRATION DATE (YYMMDD)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> TENANT'S LEGAL LIABILITY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED	4-289524	2003/01/29	2004/01/29	EACH OCCURRENCE \$ 2,000,000
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL INJURY \$ 2,000,000
					TENANT'S LEGAL LIABILITY \$
					MED EXP (Any one person) \$ 10,000
					NON-OWNED \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
					BODILY INJURY (Per Person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> <b>UMBRELLA FORM</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM	7508253	2003/01/29	2004/01/29	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$ 10,000,000
					\$
	<b>OTHER</b>				

**ADDITIONAL INSURED**

Viacom Vancouver is added as additional insured but only with respect to the liability arising out of the operations of the Named Insured.

**DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS**

All operations of the Named Insured

**CERTIFICATE HOLDER**

Viacom Vancouver  
1451 Adanac Street  
Vancouver, B.C. V5L 2C4

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORISED REPRESENTATIVE**

**SEYMOUR ALPER INC.**

CSIO CERT (6/94)

CERTIFICATE OF INSURANCE

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. MUST BE COMPLETED BY INSURANCE BROKER.

This is to certify that policies of insurance, subject to their terms, conditions and exclusions, are at present in force for the insured named below with the insurer specified.

NAME OF INSURED: WESTCOAST CUTTING & CORING LTD
ADDRESS OF INSURED: 3909 CHARLES ST. BURNABY, BC V5C 3K7
PROJECT:

Table with 4 columns: TYPE, INSURER AND POLICY NO., EFFECTIVE/EXPIRY, LIMITS OF LIABILITY. Includes rows for Comprehensive General Liability and Excess or Umbrella Liability.

Fire Code Plus Engineering Inc. has been added as an Additional Insured to the Comprehensive General Liability Insurance Policy, but ONLY with respect to liability arising out of operations performed by or on behalf of the named insured.

This is to certify that Policies (including endorsements) or insurance as described above has been issued by the undersigned to the named insured above and are in force at this time.

Koch B & Y Insurance Services Ltd.

Insurance Broker: #39 4567 Lougheed Highway
Address: Burnaby, BC V5C 3Z6
Phone: 299-0651 Fax: 299-4526

DATE: April 18, 2003

Signed by: KOCH B & Y INSURANCE SERVICES LTD
PER Authorized Representative
VIVIAN CHEN



**INSURANCE SERVICES (NORTH SHORE)**  
**Formerly Defleux Saxelby Insurance Services**



105 - 200 W. Esplanade, North Vancouver, British Columbia V7M 1A4  
Tel (604) 986-5265 Fax (604) 986-5783 BC Toll Free 1-877-986-5265

**CERTIFICATE OF INSURANCE**

This is to certify to: **DISTRICT OF WEST VANCOUVER**

that policies of insurance as herein described have been issued to the Insured named below and are in force at this date.

**NAME OF INSURED: MARK CHRISTENSEN O/A CHRISTENSEN EXCAVATING**  
**772 East 11th Street**  
**North Vancouver, B.C. V7L 2H8**

**LOCATION AND OPERATIONS TO WHICH THIS CERTIFICATE APPLIES: ALL PREMISES AND OPERATIONS OF THE INSURED AS "EXCAVATION & SNOW REMOVAL CONTRACTOR"**

**KIND OF POLICY: COMMERCIAL GENERAL LIABILITY**  
**INSURANCE COMPANY: CGU INSURANCE COMPANY OF CANADA**  
**POLICY NUMBER: CMP 52025852**  
**EXPIRY DATE: JULY 1, 2003**

**LIMITS OF INSURANCE:**  
**EACH OCCURRENCE LIMIT: \$5,000,000.00**  
**PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT: \$5,000,000.00**  
**PERSONAL INJURY LIMIT: \$5,000,000.00**  
**TENANTS LEGAL LIABILITY LIMIT: \$ NIL ANY ONE PREMISES**  
**MEDICAL EXPENSE LIMIT: \$ 10,000.00 ANY ONE PERSON**

**KIND OF POLICY:**

**NOTE: ADDITIONAL INSURED - "DISTRICT OF WEST VANCOUVER" BUT ONLY INSOFAR AS THEIR LEGAL LIABILITY ARISES VICARIOUSLY OUT OF THE NEGLIGENT OPERATIONS OF THE INSURED.**

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the insurer. The insurer will endeavour to mail to the holder of this Certificate \_\_\_ days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

**DATE: June 13, 2002**

**AUTHORIZED SIGNATURE: [Signature] O/A TOS INSURANCE SERVICES LTD. (NORTH SHORE)**

**TOS INSURANCE GROUP**

**TOS Head Office**  
100 - 3875 Henning Dr.  
Burnaby, BC  
(604) 293-1481

**Vancouver**  
400 S.E. Marine Dr.  
Vancouver, BC  
(604) 301-0344

**Burnaby**  
12040 Alpha Ave.  
Burnaby, BC  
(604) 296-8111

**Richmond**  
150 - 13480 Smallwood Pl.  
Richmond, BC  
(604) 270-7700

**Langley**  
111 - 20151 Fraser Hwy.  
Langley, BC  
(604) 533-3881

**Aldergrove**  
27526 Fraser Hwy.  
Aldergrove, BC  
(604) 866-4711

[www.tos.ca](http://www.tos.ca)

Received Time Jun. 2. 1:02PM





CGU Insurance Company of Canada

RENEWAL CERTIFICATE

Policy S2025852

COMPOSITE MERCANTILE POLI

THE NAMED INSURED MARK CHRISTENSEN O/A CHRISTENSEN EXCAVATING

ENTITY Individual

LOCATION OF THE PREMISES (LOCATION 1) 772 11 STREET EAST NORTH VANCOUVER BRITISH COLUMBIA V7L2H8

CONSTRUCTION

INSURED'S OCCUPANCY/OPERATIONS EXCAVATOR

OCCUPANCY BY OTHERS

LOSS, IF ANY, IS PAYABLE TO: The Insured

POLICY PERIOD FROM: 01 JULY 2002 TO: 01 JULY 2003 12:01 a.m. Standard Time at the Mailing Address of the Named Insured as stated herein

This Policy insures only the Coverages specifically indicated below. Reference should be made to the applicable forms or riders for details.

SUMMARY OF COVERAGES AND LIMITS OF INSURANCE

Table with columns: APPLICABLE FORMS, COVERAGES, DEDUCTIBLE (\$), CO-IN-SURANCE, LIMITS OF INSURANCE (\$), PREMIUM (\$). Rows include Liability, Products/Completed Operations Aggregate, Personal Injury, Exclusion - Tenants Legal Liability, etc.

VERTICAL text on the left side: CETTE POLICE CONTIENT UNE (DES) CLAUSE(S) POSSANT LIMITER L'INDEMNITE PAYABLE... THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

FORM(S) 2000CL VERSION(S) CHANGED - NEW VERSION(S) ENCLOSED

INSURED'S ORIGINAL

**CBS JCDecaux**  
OUTDOOR STREET FURNITURE

*COPY*

This amendment dated for reference September 27, 2006

Between:

CBS Outdoor JCDecaux Street Furniture Canada Limited Partnership  
1451 Adanac Street  
Vancouver, BC V5L 2C4

(Hereinafter called the "Contractor")

and

The City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

(Hereinafter called the "City")

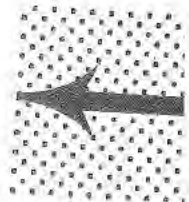
The contractor submits the following attachments to act as an amendment to the Street Furniture Agreement dated December 10, 2002 as per Section 5.2, Adjustment to Schedule.

The Contractor and the City hereby agree that:

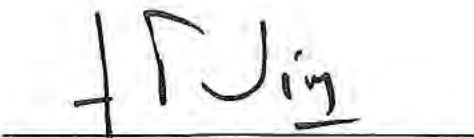
- a) "Schedule E – Rollout Schedule – Revised August 2006" attached to this amendment will replace "Schedule E – Rollout Schedule" included in the Street Furniture Agreement; and
- b) The "2006 City of Vancouver Trade-off Schedule" attached to this amendment has been agreed to and accepted by both parties and is now added to the Street Furniture Agreement; and,
- c) A discrepancy exists between the number of bike lockers in Schedule B and "Schedule E – Rollout Schedule" of the Street Furniture Agreement. The Contractor and the City agree to change the quantity to 183.



Tom Timm, City Engineer  
City of Vancouver



Nick Arakgi, Co-CEO  
CBS Outdoor JCDecaux Street Furniture Canada  
Limited Partnership




Francois Nion, Co-CEO  
CBS Outdoor JCDecaux Street Furniture Canada  
Limited Partnership



Schedule Rollout Schedule - Revised Aug 2006

Street Furniture Elements	Pre-term 2003				Year 1 - 2004				Year 2 - 2005				Year 3 - Year 20														
	Total	Projected Installations				Projected Installations				Projected Installations				Projected Installations													
		P1	P2	P3	P4	P1	P2	P3	P4	P1	P2	P3	P4	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 - 22	
Modular Bus Shelters (with advertising panels)	675		120	140	130	100	70	66	49																		
Modular Bus Shelters (without advertising panels)	225		5		5		5		5	50	50	50	50	5													
Total per period	900	0	125	140	135	100	75	66	54	50	50	50	50	5													
Total per Year					400				295				200	5													
Cumulative installation									695				895	900													
Benches - Single	890		60	60	40	50	50	50	50	10	10	5	5	30	30	30	30	30	30	30	30	30	30	30	30	30	140
Benches - Double	95		20	10	10	15	15	15	10																		
Total per Year					200				255				30	30	30	30	30	30	30	30	30	30	30	30	30	140	
Cumulative installation									455				485	515	545	575	605	635	665	695	725	755	785	815	845	985	
Litter Receptacles CityLine & BIA	1300		130	130	140		260	260	280				100														
Litter Receptacles																											
Total per Year					400				800				100														
Cumulative installation									1200				1300														
Recycling Racks (Replaces Receptacles)	924												924														
Total per Year	924								0				924														
Bike Racks - 2 bikes	100		3	3	3	2	2	2	2	5	5	5	3	15	15	5	5	5	5	5	5	3	2				
Bike Racks - 3 bikes	75		3	2	1	2	2	2	1	3	3	3	3	10	10	5	5	5	5	5	3	2					
Total per Year					15				15				30	25	25	10	10	10	10	10	8	5	2				
Cumulative installation									30				60	85	110	120	130	140	150	160	168	173	175				
Map Stand - Standard	30														30												
Map Stand - Narrow	180														60	20	20	20	20	20	20						
Total per Year									0				0	90	20	20	20	20	20	20	20						
Cumulative installation									0				0	90	110	130	150	170	190	210							
Modular Newsracks - 3 columns	104													2	102												
Total per Year					0				0				0	2													
Cumulative installation									0				0	2	104												
Modular Telephone Booth	49															10	10	10	10	9							
Total per Year (-11 Tradeoff 2006)					0				0				0	0	0	10	10	10	10	9							
Cumulative installation									0				0	0	0	10	20	30	40	49							
Modular Information Kiosk	29													0	0	10	10	9									
Total per Year					0				0				0		10	10	9										
Cumulative installation									0				0		10	20	29										
Automated Public Toilet - Small	11					1	1	1	0	1	0	1	0	1	0	0	0	1	0	1	0	1	1	1			
Total per Year (-1 Tradeoff 2006)					0				3			2	1	0	0	0	1	0	1	0	1	1	1				
Cumulative installation									3			5	6	6	6	6	7	7	8	8	9	10	11				
Automated Public Toilet - Large	5							1							1	1			1								
Total per Year					0				1				0	0	1	0	1	0	1	0	1						
Cumulative installation									1				1	1	2	2	3	3	4	4	5						
Bike Lockers	130					0	0	0	0	0	0			0	0	30	30	35	35								
Total per Year (-53 Tradeoff 2006)					0				0				0	0	0	30	30	35	35								
Cumulative installation									0				0	0	0	30	60	95	130								



2006 City of Vancouver Tradeoff Schedule						
Item	Original Contract	Proposed Quantity	Change	Unit Value	Total Value	Comments
<b>A. Quantity Increases</b>						
Recycling racks	0	924	924	0.09	83.2	
<b>Total - Increases</b>					<b>83.2</b>	
<b>B. Quantity Decreases</b>						
Bike lockers	183	130	-53	0.48	-25.4	From revised qty of 183. Will leave same number as in original rollout schedule.
Recycling receptacles	20	0	-20	0.72	-14.4	
Phone booths	60	49	-11	0.27	-3.0	
Toilet (small)	12	11	-1	40.28	-40.3	
<b>Total - Decreases</b>					<b>-83.1</b>	
						

City Chart

Calculation of point values per year

Value in points

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-ad shelters	2.63	2.67	2.72	2.78	2.83	2.88	2.91	2.95	3.00	3.05	3.12	3.16	3.21	3.26
News racks	0.76	0.77	0.77	0.78	0.79	0.80	0.81	0.82	0.83	0.85	0.87	0.89	0.92	0.95
Phone booths	0.27	0.27	0.28	0.28	0.28	0.29	0.29	0.30	0.31	0.31	0.32	0.33	0.34	0.35
Info kiosks	0.76	0.77	0.78	0.79	0.81	0.82	0.84	0.85	0.87	0.90	0.92	0.96	0.99	1.02
Bike lockers	0.48	0.48	0.48	0.49	0.49	0.50	0.50	0.51	0.52	0.53	0.54	0.55	0.56	0.57
Bike racks	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.08	0.08	0.08
Benches - single	0.26	0.26	0.26	0.27	0.27	0.27	0.28	0.28	0.28	0.29	0.29	0.30	0.31	0.32
Benches - single (BIA)	0.30	0.31	0.31	0.31	0.31	0.32	0.32	0.33	0.33	0.34	0.34	0.35	0.36	0.37
Benches - double	0.34	0.34	0.35	0.35	0.35	0.36	0.36	0.37	0.37	0.38	0.39	0.40	0.41	0.42
Litter receptacles	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43	0.43	0.42	0.42	0.42	0.41	0.41
Litter receptacles (BIA)	0.52	0.52	0.52	0.52	0.52	0.51	0.51	0.51	0.51	0.51	0.50	0.50	0.50	0.49
Recycling receptacles	0.72	0.73	0.73	0.74	0.74	0.75	0.76	0.76	0.77	0.78	0.80	0.81	0.83	0.85
Maps - standard	1.23	1.24	1.25	1.26	1.27	1.29	1.31	1.32	1.35	1.37	1.40	1.43	1.48	1.52
Maps - narrow	0.81	0.81	0.82	0.82	0.83	0.84	0.85	0.86	0.87	0.89	0.90	0.92	0.95	0.98
APT - small	40.28	40.22	40.15	40.07	39.99	39.90	39.80	39.70	39.58	39.44	39.27	39.09	38.88	38.63
APT - large	50.13	50.10	50.08	50.05	50.02	49.99	49.97	49.94	49.91	49.88	49.84	49.81	49.77	49.72
	100.00	100.00	100.01	100.02	100.00	100.02	100.01	100.00	100.00	100.01	99.99	100.00	100.00	100.00

F/work-admin/gwRollout	
06-Dec-06	
<b>SUMMARY</b>	
year	point spread
2005	-359
2006	-442
2007	15
2008	0
2009	0
2010	-0
2011	0
2012	0
2013	-0
2014	-0
2015	-0
2016	-0
2017	-0
2018	-0
2019	-0
2020	-0
2021	-0
2022	-0
2023	-0

**DIRECTOR OF LEGAL SERVICES**

FRANCES J. CONNELL

**ASSISTANT DIRECTORS OF  
LEGAL SERVICES**

GRAHAM P.G. JOHNSEN

PATSY J. SCHEER

**BARRISTERS & SOLICITORS**

JOE STUBBS

C. KELLY OEHLISCHLAGER

FRANCOIS LETOURNEUX

YVONNE A. LILJEFORS

KAREN F. W. LIANG

JEAN F. BILLING

BRENT D. JORDAN

ELLEN B. GERBER

DAVID HILL

DOUG LONG

CATHERINE M. KINAHAN

JEFFREY M. GREENBERG

MARGARET C. FAIRWEATHER

TOM ZWORSKI

BRUCE T. QUAYLE

DAWN BOBLIN

BEN PARKIN

IAIN K. DIXON

BILL H. AUJLA

ANDREW B. FRANCIS



**COPY**

**MAILING ADDRESS:**

453 WEST 12TH AVE.

VANCOUVER, B.C. V6Y 1V4

TELEPHONE (604) 873-7512

FAX NO. (604) 873-7445

**DELIVERY ADDRESS**

401-515 WEST 10TH AVE.

VANCOUVER, B.C.

V5Z 4A8

Direct Line: (604) 871-6913

Our File No.: 07-0026

February 26, 2007

CBS Outdoor JCDecaux Street Furniture  
Canada Limited Partnership  
1451 Adanac Street  
Vancouver, BC  
V5L 2C4

Attention: Francois Nion, Co-CEO

Dear Sirs:

**Re: Amending Agreement between The City of Vancouver and CBS Outdoor  
JCDecaux Street Furniture Canada Limited Partnership**

Enclosed herewith for your files is one (1) fully executed copy of the above-noted Amending Agreement dated September 27, 2006, amending the Street Furniture Agreement dated December 10, 2002 as per Section 5.2, Adjustment to Schedule.

Yours truly,

CITY OF VANCOUVER

Per:

Bill H. Aujla  
BHA/cab  
Enclosure

cc: Grant Woff, Engineering Services  
Tom Hamell, Engineering Services



City of Vancouver



Inter-Office Correspondence

Law File No. 07-0026

LAW DEPARTMENT

MEMO TO: Syd Baxter, City Clerk

COPY TO: Grant Woff, Engineering Services  
Tom Hamell, Engineering Services

FROM: Bill H. Aujla, Solicitor


DATE: February 26, 2007

SUBJECT: Amending Agreement to Street Furniture Agreement  
Law File 07-0026

Attached please find the following documents for filing:

TYPE OF AGREEMENT	One (1) originally signed Amending Agreement
DATE OF AGREEMENT  (if this date is execution date and there is more than one date, use the latest date as the date of the agreement)	September 27, 2006
PARTIES  (complete names)	CITY OF VANCOUVER and CBS OUTDOOR JCDECAUX STREET FURNITURE CANADA LIMITED (formerly VIACOM OUTDOOR JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP)
CIVIC ADDRESS  (no abbreviations - must be searchable)	N/A
LEGAL DESCRIPTION  (no abbreviations - must be searchable)	N/A
EXPIRY DATE  (indicate "N/A" if there is no expiry date)	December 31, 2015

<b>RETENTION DATE -</b>  (if there is an expiry date, fill in the date that the City Clerk may send this document to Records - usually one year after expiry date)	N/A
<b>REMINDER DATE</b>  (if there are no expiry/retention dates, THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerk's will use this date to remind us to review the agreement to determine whether it can be sent to Records)	January 1, 2015
<b>WHO TO NOTIFY:</b>  (this may be more than one person) [make sure you indicate the person's name, department (including division) and telephone number]	Bill Aujla, Solicitor, Legal Services (604) 871-6913  Grant Woff, Engineering Services (604) 871 6966
<b>FILE NUMBER</b>  (Law Department file number)	07-0026



Bill H. Aujla  
/cab  
Attachment

## Street Furniture Agreement Amendment

**1. Litter container quantities** – Resolves the dispute around the number of litter containers CBS is to provide. CBS had argued for reducing quantity from 1440 to 1200 based on larger container size. Agreed that we will amend to a revised quantity of 1300 litter containers

**2. Bike locker quantities** – Resolves the discrepancy between the quantities identified in Schedule E (130) and Schedule B (235) of the agreement. Agreed on a revised quantity of 183 based on the average of the 2 numbers.

**3. Point system** – Establishes the principal of a point system to trade off quantities of street furniture. The point system would be updated January 1st of every year and used to trade off quantities of various items in the contract for that year.

**4. Tradeoffs for Recycling racks** - to pay for the 924 recycling recycling racks we are reducing the following quantities:

Bike lockers – by 53 (from 183 to 130)

Recycling receptacles – by 20 (from 20 to 0)

Phone booths – by 11 (from 60 to 49)

Toilet (small) – by 1 (from 12 to 11)



This amendment dated for reference November 19, 2013

Between:

The City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC, V5Y 1V4

(Hereinafter called the "City")

and

CBS Outdoor/JCDecaux Street Furniture Canada Limited Partnership  
1451 Adanac  
Vancouver, BC, V5L 2C4

(Hereinafter called the "Contractor")

The City submits the following attachments to act as an amendment and clarification to the Street Furniture Agreement dated December 10, 2002 as per Section 5.2 Adjustment to Schedule.

The City and the Contractor hereby agree to:

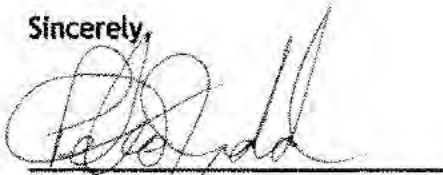
- a) Amend the rollout schedule "Schedule E - Rollout Schedule - Revised Aug 2006" to "Schedule E - Rollout Schedule - Revised November 2013" reflecting the quantities set out the attached Appendix A, i.e. the direct trade of 20 Modular Information Kiosks for 20 Map Stands (Narrow). The 20 Map Stands (Narrow) are eligible for order by the City immediately and shall be available for placement upon completion of manufacture (approximately 6 to 8 weeks from time of order).
- b) The clarification of the responsibilities of the City and the Contractor with regard to the 200 Map Stands (Narrow) and 30 Map Stands (Standard) as set out in Appendix B.

By signing and returning this agreement to the City, the ~~Contract~~ **CONTRACTOR** acknowledges and agrees to this amendment.



If there are any questions or comments, please contact Fergal Broderick, the Street Furniture Program Manager at 604.871.6966.

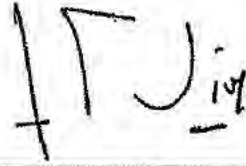
Sincerely,



Peter Judd, P.Eng.,  
General Manager, Engineering Services



Nick Arakgi, Co-CEO  
CBS Outdoor/JCDecaux Street Furniture Canada  
Limited Partnership



Francois Nion, Co-CEO  
CBS Outdoor/JCDecaux Street Furniture Canada  
Limited Partnership

## Appendix A

### Street Furniture Elements Trade

Street Furniture Element	Schedule E -Rollout Schedule - Revised Aug 2006 - Quantities	Schedule E -Rollout Schedule - Revised Nov 2013 - Quantities
Modular Bus Shelters (with advertising panels)	675	675
Modular Bus Shelters (without advertising panels)	225	225
Benches – Single	890	890
Benches – Double	95	95
Litter Receptacles Cityline & BIA	1,300	1,300
Recycling Racks	924	924
Bike Racks – 2 bikes	100	100
Bike Racks – 3 bikes	75	75
Map Stand – Standard	30	30
Map Stand – Narrow	180	200
Modular Newsracks – 3 columns	104	104
Modular Telephone Booth	49	49
Modular Information Kiosk	29	9
Automated Public Toilets – Small	11	11
Automated Public Toilets – Large	5	5
Bike Lockers	130	130

The above table represents the revised quantities to the Schedule E - Rollout Schedule. The scheduled timing for the rollout of the Street Furniture Elements is not revised by this amendment.

## Appendix B

### Clarification of Responsibilities between the City and the Contractor in relation to Map-Stands (Narrow and Standard).

#### The City is responsible for:

- Costs associated with the design and printing of the graphics for panels 1-5 and 6 (as set out in Appendix C) of all Map Stands (Narrow and Standard);
- Costs associated with the application of the graphics to panels 1-4 and 6, of the Map Stands (Narrow);
- Providing a physical location and installation schedule for the Map Stands (Narrow), detailing: a unique identification number associated with the exact location, orientation and panel position of the graphics.
- Ensuring all graphics are labelled in accordance to the physical location and installation schedule;
- Approvals for the installation of Map Stands (Narrow and Standard) on City property;
- Costs associated to the replacement of graphics due to damage in excess of \$2,000 per year; and
- Full costs associated with the renewal of graphics (removal, design, printing, application and installation) in excess of the agreed upon three year renewal term.

#### The Contractor is responsible for:

- Costs associated with the manufacturing, installation (including required permits) and maintenance of all Map Stands (Narrow and Standard);
- Providing clean panels, including removal costs of existing graphics, for panels 1-4 and 6 of all Map Stands (Narrow) on a three year term;
- Costs associated with the installation of panels 1-4 and 6 of all Map Stands (Narrow) on a three year term;
- Providing one side (panel 5) of all Map Stands (Standard) for City approved graphics, the installation of graphics and informing the City of damaged graphics to be replaced;

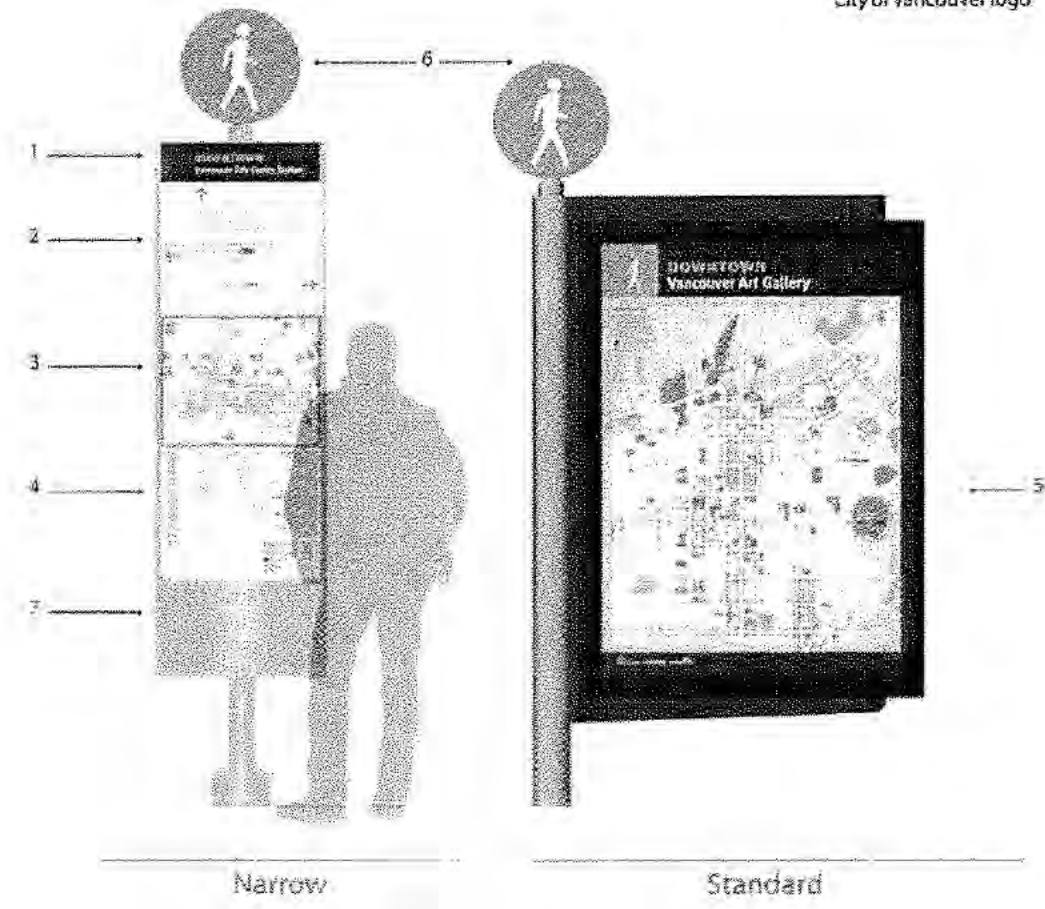
- Maintaining (cleaning) the graphics on the Map Stands (Narrow) and replacing non-repairable damaged graphics up to \$2,000 per year, not to be rolled over into the next calendar year; and
- Adherence to the provided physical location and installation schedule.

**Note:** Map Stands (Narrow) are double-sided. The reference to panels 1-4 and 6-7 refer to both sides of the infrastructure.

# Appendix C

## Map Stand - Narrow Panel I.D. Numbers

1. Top panel  
address information
2. Middle panel higher  
Directional information
3. Middle panel lower  
Finder map
4. Bottom panel  
Planner map and directory
5. Core panel  
Finder map
6. Beacon  
Pedestrian symbol
7. Logo  
City of Vancouver logo



April 27, 2017

Jennifer Sheel  
Branch Manager, Street Activities  
City of Vancouver  
Engineering  
320-507 West Broadway  
Vancouver, B.C. V5Z 0B4

Dear Jennifer:

At the request of the City of Vancouver, the Contractor and the City hereby agree that:

- s.17(1)


The City is requesting that these points be re-utilized for the provision, installation and maintenance of:

- s.17(1)
- 
- 

All the other terms of the Agreement remain unchanged.

  
\_\_\_\_\_  
xxxxxx, City Engineer  
City of Vancouver

May 9, 2017.

  
\_\_\_\_\_  
Francois Nion, Co-President  
Outfront JCDecaux Street Furniture Canada

  
\_\_\_\_\_  
Nick Arakgi, Co-President

Margaret Wittgens,



**THIRD AMENDMENT TO STREET FURNITURE AGREEMENT**

THIS AMENDMENT, made in duplicate as of the 27<sup>th</sup> day of September 2018 ("Effective Date").

BY and BETWEEN:

**OUTFRONT JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS  
GENERAL PARTNER OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD.  
("Outfront JCDecaux")**

OF THE FIRST PART

-and-

**THE CITY OF VANCOUVER  
("City")**

OF THE SECOND PART

**WHEREAS:**

- A. On 10 December 2002, the City and Viacom Outdoor JCDecaux Street Furniture Canada Limited Partnership ("Viacom JCDecaux"), one of Outfront JCDecaux's predecessors-in-interest, entered into an agreement the ("Original Agreement") that provided Viacom, in exchange for certain consideration, the Exclusive Right of Street Furniture Advertising (as defined in the Original Agreement);
- B. City and CBS Outdoor JCDecaux Street Furniture Canada Limited Partnership ("CBS JCDecaux"), the successor-in-interest to Viacom JCDecaux and another of Outfront JCDecaux's predecessors-in-interest, agreed to amend the Original Agreement on the 27<sup>th</sup> day of September 2006 (the "First Amendment", with the Original Agreement, as amended by said First Amendment, being hereinafter referred to as the "Agreement"); and
- C. City and CBS JCDecaux agreed to amend the Agreement on the 19<sup>th</sup> day of November 2013 (the "Second Amendment", with the Original Agreement, as amended by the First Amendment and the said Second Amendment, being hereinafter referred to as the "Agreement"); and
- D. The parties wish to further amend the Agreement as more particularly set forth herein.

**NOW THEREFORE** In consideration of the covenants contained hereinafter, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

(00755977v7)

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. City hereby recognizes Outfront JCDecaux as the successor-in-interest to CBS JCDecaux, and Outfront JCDecaux hereby expressly assumes, subject to any existing or stated defenses or reservations, all of the respective obligations, duties and liabilities of CBS JCDecaux and Viacom JCDecaux under the Agreement.
3. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.
4. The Agreement is hereby modified as follows:

- a. **Definitions**

As used herein, the following terms shall have the following meanings:

- (i) **"City Annual Digital Revenue Share"** means in any given Fiscal Year, or during the Post-Term Period, **s.21(1)** **s.21(1)** which amount is payable and shall be paid by the Contractor to the City without set-off or deduction.
- (ii) **"Digital Advertising Protocol"** means the minimum standards and criteria applicable to the form, content and size of the proposed advertising on Digital Street Furniture Elements as set out in Appendix 1 to this Second Amendment.
- (iii) **"Digital Installations"** means the Digital Street Furniture to be delivered and installed during the Term in accordance with the schedule agreed to by the City and the Contractor.
- (iv) **"Digital Street Furniture Elements"** means digital advertising panels, otherwise known as faces, comprising bus shelters and map stands.
- (v) **"Digital Street Furniture"** means any and all Digital Street Furniture Elements and related structures provided by the Contractor pursuant to the terms of this Amendment.
- (vi) **"Gross Digital Revenues"** means in any given Fiscal Year, or during the Post-Term Period, as the case may be, the total

revenues received by the Contractor from the sale of advertising on the Digital Street Furniture Elements less Advertising Agency Commissions

- (vii) "Sign Bylaw" means the City of Vancouver's Sign Bylaw as such bylaw is amended, supplemented or replaced from time to time.

**b. Modification of Provisions of Agreement**

The parties hereby agree that all of the provisions of the Agreement shall apply to Digital Street Furniture and Digital Street Furniture Elements, except as follows:

- (i) For the purposes of Section 4.1(a) of the Agreement, the Digital Street Furniture shall conform to industry best practices for transportation safety as the same relate to outdoor advertising.
- (ii) Section 4.1(b) of the Agreement shall not apply to Digital Street Furniture.
- (iii) For the purposes of Section 4.3 of the Agreement, the drawings and specifications submitted to the General Manager of Engineering Services in respect of the Digital Street Furniture must be sealed by a professional engineer registered in the Province of British Columbia.
- (iv) Section 5.1 of the Agreement shall not apply to Digital Street Furniture.
- (v) Section 5.3(b) of the Agreement shall not apply to Digital Street Furniture.
- (vi) For the purposes of Section 5.4(a) of the Agreement, the Contractor may arrange for power and electrical connections from a third party other than BC Hydro, provided the Contractor obtains all required regulatory approvals for its use thereof at its own expense and copies of all such approvals are submitted to the City prior to commencement of construction of the applicable Digital Street Furniture.

- (vii) For the purposes of Section 7.1(a) of the Agreement, the City confirms that advertising shall be permitted on all Digital Street Furniture installed pursuant to this Third Amendment, provided always that the Contractor complies with the terms and conditions of the Agreement, as amended by the provisions of this Third Amendment.
- (viii) For the purposes of Section 7.1(d) of the Agreement, the Contractor agrees to make available to the City up to 10% of the media time on all Digital Street Furniture Elements that are operational during the Term for use by the City at no cost to the City, and up to an additional 10% of unsold space as available, in accordance with the Digital Advertising Protocol. Any City advertising for display on Digital Street Furniture shall be provided to the Contractor in a format specified by the Contractor. In addition to the foregoing, the Contractor shall, at the direction of the City, make all Digital Street Furniture Elements, or as much as may reasonably be required, available to the City for use to disseminate information to the public in the event of a bona fide emergency or an AMBER Alert applicable to British Columbia.
- (ix) Section 7.2 of the Agreement shall not apply to Digital Street Furniture.
- (x) Sections 8.2(a) and (b) of the Agreement shall not apply to Digital Street Furniture.

**c. Implementation**

The Contractor shall, subject to the provisions of the Agreement, supply, deliver and install the minimum number of Digital Installations as set out in Subsection (e) below. The Contractor shall use commercially reasonable means to complete the supply, delivery and installation of the Digital Installations by January 31, 2019, but no later than Spring 2019, unless otherwise agreed by the parties, both acting reasonably.

**d. City Annual Digital Revenue Share for Digital Street Furniture**

During the Term, the Contractor shall pay to the City the City Annual Digital Revenue Share in quarterly payments in arrears, on the basis of actual Gross Digital Revenues earned by the Contractor in respect of the Digital Street Furniture for the previous quarter, with payment to be made to the City within thirty (30) days from the last day of the previous quarter, and otherwise in accordance with the provisions of Section 8.2 of the Agreement (except those portions of Section 8.2 that are excluded from application to Digital Street Furniture pursuant to Section 4(b)(x) of this Third Amendment).

**e. Locations**

Digital Street Furniture is to be installed only at locations approved by the City's General Manager of Engineering Services, and the City and the Contractor shall agree on the locations of a minimum of 20 Digital Street Furniture Elements (for clarity, comprised of 10 double-sided digital units), unless a greater or lesser number is agreed to by the parties, each in their own sole discretion. The location and economic viability of each Digital Street Furniture Element is an essential component to the program described herein and therefore the City shall act reasonably with respect to locating Digital Street Furniture.

**f. Ownership of Subsurface Assets**

The parties agree that notwithstanding the Contractor's obligation to pay all costs related to the installation of subsurface infrastructure required to connect Street Furniture elements to electrical sources (subject to Section 4(g) of this Second Amendment), all such subsurface infrastructure installed by the Contractor pursuant to this Agreement shall, upon the expiry of earlier termination of this Agreement, become the property of the City and as such, the Contractor shall leave all subsurface infrastructure in place notwithstanding its obligations pursuant to Section 6.4 of the Agreement unless requested by the City to remove such infrastructure when removing associated Street Furniture Elements or Digital Street Furniture Elements, in which case the Contractor will do so at its own expense.

(007559777)

**g. City Option to Expand Subsurface Assets.**

The City may provide notice to the Contractor that, when the Contractor is installing subsurface infrastructure pursuant to this Agreement, the City wishes to concurrently install subsurface or other infrastructure for its own purposes. If the City provides such notice to the Contractor, the Contractor shall coordinate its construction activities with the City and the City will be responsible for all of the incremental costs associated with the installation of its own infrastructure.

**h. Sign By-Law**

The Contractor shall, if and when applicable, comply with the Sign Bylaw, in performing its obligations with respect to the subject matter of this Third Amendment.

5. Except as provided in Section 4(b) hereof, all references in the Agreement to (i) the "Street Furniture" shall be deemed to include the Digital Street Furniture, and (ii) the "Street Furniture Elements" shall be deemed to include the Digital Street Furniture Elements.

[Remainder of page left blank intentionally.]



IN WITNESS WHEREOF the parties have hereto affixed their respective corporate seals  
on the date first above written,

**OUTFRONT JCDECAUX STREET FURNITURE CANADA  
LIMITED PARTNERSHIP**  
by its General Partner **OUTFRONT JCDECAUX STREET  
FURNITURE CANADA LTD.,**

By: *Michele Erskine*  
Name: Michele Erskine  
Title: Co-President

DATE: October 1, 2018

By: *Joy*  
Name: J. FRANCIS HIGBY  
Title: CO. PRESIDENT

DATE: 10/1/18

**CITY OF VANCOUVER**

By: *Frances J. Connelly*  
Name: Frances J. Connelly  
Title: Director of Legal Services

DATE: 10/10/18



**APPENDIX 1**  
**DIGITAL ADVERTISING PROTOCOL**

Each digital screen would run messaging in a 64 second loop and display up to eight 8-second spots. The loop can be adjusted subject to approval by the City, but the dwell time shall not be less than 6 seconds per ad.

{00755977v7}

\$, excl GST

Year	Revenue from Guaranteed Annual Minimum	Revenue from Excess of Guaranteed Annual Minimum	Revenue from Digital Advertising	Total
2019	\$ s.17(1)	\$ s.17(1)	\$ s.17(1)	\$ s.17(1)
2020	\$	\$ -	\$	\$
2021	\$	\$ -	\$	\$
2022	\$	\$ -	\$	\$
2023	\$	\$ -	\$	\$
2024	\$	\$ -	\$	\$ -

to confirm

# OUTFRONT/JC DECAUX - Revenue from Guaranteed Annual Minimum

## FILLING OUT A DOUBLE WHITE

Dept/Division *Street Activities/Engineering*

Received From *Outfront Media*

Reference *Cheque No.*

Business Area *9200* GL Number *418340* Cost Centre *91050*

Do amount before taxes

GST is 5%

## GARANTEED ANNUAL MINIMUM (GAM)

Year	Quarter	Cheque Date	Total excl. GST	Total incl. GST	Contract Financial Terms excl. GST
2019	1	19-Dec-18	\$ s.17(1)	\$ s.17(1)	
2019	2	27-Mar-19	\$	\$	
2019	3	25-Jun-19	\$	\$	
2019	4	24-Sep-19	\$	\$	
<b>TOTAL</b>			\$	\$	\$ s.17(1)
2020	1	1-Jan-20	\$	\$	
2020	2 (50%)	28-May-21	\$	\$	
2020	2 (50%)	8-Dec-21	\$	\$	
2020	3	Paid with Q4	NA	NA	
2020	4 (Covers Q3 ar	7-Dec-20	\$ s.17(1)	\$ s.17(1)	
<b>TOTAL</b>			\$	\$	\$ s.17(1)
2021	1	1-Jan-21	\$	\$	
2021	2	25-Mar-21	\$	\$	
2021	3	28-Jun-21	\$	\$	
2021	4	1-Oct-21	\$	\$	
<b>TOTAL</b>			\$	\$	\$ s.17(1) 2021 Audit: \$ s.17(1)
2022	1	1-Jan-22	\$	\$	
2022	2	1-Apr-22	\$	\$	
2022	3	24-Jun-22	\$	\$	

TOTAL	2022	4	1-Oct-22	\$ s.17(1)	\$ s.17(1)	\$ s.17(1)
				\$	\$	\$
	2023	1	1-Jan-23	\$	\$	
	2023	2	1-Apr-23	\$	\$	
	2023	3	1-Jul-23	\$	\$	
TOTAL	2023	4		\$ s.17(1)	\$ s.17(1)	\$ s.17(1)

# OUTFRONT/JC DECAUX - Revenue from Excess of Guaranteed Annual Minimum

## FILLING OUT A DOUBLE WHITE

**Dept/Division** *Street Activities/Engineering*  
**Received From** *Outfront Media*  
**Reference** *Cheque No.*

**Business Area** *9200*    **GL Number** *418340*    **Cost Centre** *91050*

Do amount before taxes  
 GST is 5%

## EXCESS of GAM REVENUE

Year	Month	Cheque Date	Total excl. GST	Total incl. GST
2019	January	NA	NA	NA
2019	February	NA	NA	NA
2019	March	NA	NA	NA
2019	April	NA	NA	NA
2019	May	NA	NA	NA
2019	June	NA	NA	NA
2019	July	7-Aug-19	\$ s.17(1)	\$ s.17(1)
2019	August	6-Sep-19	\$	\$
2019	September	10-Sep-19	\$	\$
2019	October	29-Oct-19	\$	\$
2019	November	27-Nov-19	\$	\$
2019	December	27-Dec-19	\$	\$
<b>TOTAL</b>			\$	\$
2020	January	NA	NA	NA
2020	February	NA	NA	NA
2020	March	NA	NA	NA
2020	April	NA	NA	NA
2020	May	NA	NA	NA
2020	June	NA	NA	NA
2020	July	NA	NA	NA

	2020 August	NA	NA	NA	
	2020 September	NA	NA	NA	
	2020 October	NA	NA	NA	
	2020 November	NA	NA	NA	
	2020 December	NA	NA	NA	
<b>TOTAL</b>			<b>\$</b>	<b>-</b>	<b>\$</b>
	2021 January	NA	NA	NA	
	2021 February	NA	NA	NA	
	2021 March	NA	NA	NA	
	2021 April	NA	NA	NA	
	2021 May	NA	NA	NA	
	2021 June	NA	NA	NA	
	2021 July	NA	NA	NA	
	2021 August				
	2021 September				
	2021 October				
	2021 November				
	2021 December				
<b>TOTAL</b>			<b>\$</b>	<b>-</b>	<b>\$</b>
	2022 January				
	2022 February				
	2022 March				
	2022 April				
	2022 May				
	2022 June				
	2022 July				
	2022 August				
	2022 September				
	2022 October				
	2022 November				
	2022 December				
<b>TOTAL</b>			<b>\$</b>	<b>-</b>	<b>\$</b>
	2023 January				
	2023 February				

2023 March  
2023 April  
2023 May  
2023 June  
2023 July  
2023 August  
2023 September  
2023 October  
2023 November  
2023 December

**TOTAL**

\$ - \$ -



# OUTFRONT/JC DECAUX - Revenue from Digital Advertising

## FILLING OUT A DOUBLE WHITE

**Dept/Division** *Street Activities/Engineering*

**Received From** *Outfront Media*

**Reference** *Cheque No.*

**Business Area** **GL Number** **Cost Centre** **WBS**  
 9200 490810 37210 EET-00011-DA

Do amount before taxes  
 GST is 5%

## DIGITAL REVENUE

Year	Month	Cheque Date	Total excl. GST	Total incl. GST	
2019	January	NA	NA	NA	
2019	February	NA	NA	NA	
2019	March	NA	NA	NA	
2019	April	NA	NA	NA	
2019	May	NA	NA	NA	
2019	June	NA	NA	NA	
2019	July	NA	NA	NA	
2019	August	NA	NA	NA	
2019	September	22-Sep-19	\$ s.17(1)	\$ s.17(1)	
2019	October	29-Oct-19	\$	\$	
2019	November	27-Nov-19	\$	\$	
2019	December	27-Dec-19	\$	\$	
<b>TOTAL</b>			\$	\$	
2020	January	29-Jan-20	\$	\$	
2020	February	26-Feb-20	\$	\$	
2020	March	Included in Nov	NA	NA	
2020	April	Included in Jun	NA	NA	
2020	May	Included in Jun	NA	NA	
2020	June	21-Apr-21	\$ s.17(1)	\$ s.17(1)	Covers Q2 April-Jun
2020	July	Included in Nov	NA	NA	
2020	August	Included in Nov	NA	NA	
2020	September	Included in Nov	NA	NA	

	2020 October	Included in Nov	NA	NA	
	2020 November	7-Dec-20	\$ s.17(1)	\$ s.17(1)	covers March, July-Nov
	2020 December	28-Mar-21	\$ [REDACTED]	\$ [REDACTED]	
<b>TOTAL</b>			\$ [REDACTED]	\$ [REDACTED]	
	2021 January	Paid w/Q1 chk	NA	NA	
	2021 February	Paid w/Q1 chk	NA	NA	
	2021 March	21-Apr-21	\$ s.17(1)	\$ s.17(1)	
	2021 April	Paid w/Q2 chk	NA	NA	
	2021 May	Paid w/Q2 chk	NA	NA	
	2021 June	20-Sep-21	\$ s.17(1)	\$ s.17(1)	
	2021 July	Paid w/Q3 chk	NA	NA	
	2021 August	Paid w/Q3 chk	NA	NA	
	2021 September	19-Oct-21	\$ s.17(1)	\$ s.17(1)	
	2021 October	Paid w/Jan 18 20:	NA	NA	
	2021 November	Paid w/Jan 18 20:	NA	NA	
	2021 December	Paid w/Jan 18 20:	NA	NA	
<b>TOTAL</b>			\$ s.17(1)	\$ s.17(1)	
	2022 January	18-Jan-22	\$ [REDACTED]	\$ [REDACTED]	for Q4 2021- but deposited in 2022
	2022 February				
	2022 March				
	2022 April	4-Apr-22	\$ s.17(1)	\$ s.17(1)	
	2022 May				
	2022 June	8-Jul-22	\$ s.17(1)	\$ s.17(1)	For Q2 - (Apr1-Jun30,2022) - JP
	2022 July				
	2022 August				
	2022 September	18-Oct-22	\$ s.17(1)	\$ s.17(1)	For Q3 - (Jul1-Sep30,2022) - JP
	2022 October				
	2022 November				
	2022 December	10-Jan-23	\$ s.17(1)	\$ s.17(1)	For Q4 2022 (Oct1-Dec31)
<b>TOTAL</b>			\$ [REDACTED]	\$ [REDACTED]	
	2023 January				
	2023 February				
	2023 March				
	2023 April		\$ s.17(1)	\$ s.17(1)	
	2023 May				
	2023 June				

2021 audit: 4416650  
 \$ s.17(1) \$ s.17(1)

2023 July  
2023 August  
2023 September  
2023 October  
2023 November  
2023 December

**TOTAL**

\$ s.17(1) \$ s.17(1)

# TourneSol Siteworks - Commission for Granville Mall Furniture Design

FILLING OUT A DOUBLE WHITE

**Dept/Division** *Street Activities/Engineering*  
**Received From** *???*  
**Reference** *Cheque No.*

**Business Area**    **GL Number**    **Cost Centre**  
                   *9200*            *490810*            *37210*

Do amount before taxes  
 GST is 5%

ROYALTY PAYMENTS FOR GRANVILLE STREET FURNITURE DESIGN

note: funds in \$US

Year	Month	Cheque Date	Total excl. GST	Total incl. GST
2019	December	2-Dec-19	\$ s.17(1)	\$ s.17(1)
2019	July	13-Aug-19	\$	\$
2019	September	30-Sep-19	\$	\$
2020	October	15-Oct-20	\$	\$
2021	Apr	21-Apr-21	\$	\$
2021	Jan	31-Jan-21	\$	\$
2021	Mar	31-Mar-21	\$	\$
2021	July	31-Jul-21	\$	\$
2021	Aug	31-Aug-21	\$	\$
2022	Mar	3/31/2022	\$	\$
2023	Apr	4/11/2023	\$	\$
<b>Grand Total</b>			<b>\$ s.17(1)</b>	<b>\$ s.17(1)</b>