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**REQUEST FOR QUOTATIONS NO. PS20180871 (the “RFQ”) IN RESPECT OF  
SUPPLY, DELIVERY, AND INSTALLATION OF THEATRE AUDIO-VIDEO SYSTEMS TO  
VANCOUVER PUBLIC LIBRARY (CENTRAL LIBRARY BRANCH)**

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on June 15, 2018 (the “Closing Time”).

**QUOTATIONS WILL NOT BE PUBLICLY OPENED.**

**NOTES:**

Quotations should be submitted by email prior to the Closing Time in accordance with the following:

- Subject of the file to be: PS#20180871 – Supply, Delivery, and Installation of Theatre Audio-Video Systems to Vancouver Public Library (Central Library Branch) – ***Vendor name.***
  - Document format for submissions: RFQ Part C in one (1) combined PDF file.
  - Zip the files to reduce the size or email separately, if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
1. Quotations must be marked with the vendor's name and the RFQ title and number.
  2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
  3. **DO NOT SUBMIT QUOTATIONS BY FAX.**
  4. All queries related to this RFQ should be submitted in writing to the attention of:

**Diana Chan, Contracting Specialist**

Email: [diana.chan@vancouver.ca](mailto:diana.chan@vancouver.ca)

**(THE “CONTACT PERSON”)**

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**1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**

- 1.1 The City of Vancouver (the “**City**”) is seeking quotations to determine if it will enter into one or more contracts in respect of the Supply, Delivery, and Installation of Theatre Audio-Video Systems to Vancouver Public Library (Central Library Branch). Such contracts are intended to be in the form attached as Appendix 3 – Form of Agreement. The number of such contracts to be entered into, if any at all, shall be entirely at the discretion of the City.
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements. Vendors should clearly state what, if any, deviations they are proposing to Appendix 1 - Requirements. Appendix 1 includes Exhibit A – Detailed Requirements, and Exhibit B – Drawings and Schedules.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s **Form of Agreement** attached as Appendix 3.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**2.0 SUSTAINABILITY**

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 – Declaration of Supplier Code of Conduct Compliance and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

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**3.0 INQUIRIES**

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

**4.0 PRICING**

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing.
- 4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

**5.0 ADDRESS FOR DELIVERIES OR WORK**

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address: **Central Library Branch located at 350 West Georgia Street, Vancouver, BC**, or to such other addresses as are specified in a City contract or purchase order.

**6.0 DELIVERY TIMES OR WORK SCHEDULES**

- 6.1 Vendors are asked to state in their quotations the time(s) required from the execution of a contract to delivery of goods or completion of work. The City may give precedence to vendors who can supply, deliver, and install the theatre audio-video systems to the Central Library Branch within eight (8) to ten (10) weeks of the execution of a contract.

**7.0 QUANTITIES**

- 7.1 Each quantity stated herein is the City’s best estimate of its requirements. Actual quantities may vary.

**8.0 TERMS OF PAYMENT**

- 8.1 **The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice**; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer).

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**9.0 CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3 – Form of Agreement.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**10.0 ALTERNATIVES / DEVIATIONS**

- 10.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.
- 10.2 Vendors shall carefully examine Appendix 1, Exhibit A – Detailed Requirements and Exhibit B – Drawings and Schedules, and other details provided in the RFQ, and provide accurate quoted prices in the Tables of Prices.
- 10.3 Within four (4) weeks of notification of being selected, the successful vendor shall complete a comprehensive and thorough review of all architectural, electrical, structural, and mechanical drawings and specifications, and submit a report clearly describing proposed changes to electrical, mechanical, structural or architectural aspects of the building necessary for the successful installation and operation of the theatre audio-video systems.

**11.0 EVALUATION CRITERIA**

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City will take into account other factors affecting value, including those concerning quality, service or sustainability, vendor ability to meet delivery/timeline requirements (Section 6.1), vendor ability to meet insurance and WorkSafeBC coverage (Section 14.0), vendor past work, reputation or experience (Section 15.1), and vendor ability to execute the Form of Agreement with minimal deviations (Section 16.1). Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or

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more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

**12.0 NO CLAIMS AGAINST THE CITY**

12.1 In submitting a quotation, the vendor acknowledges and agrees that:

- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
- (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

**13.0 CONFLICTS/COLLUSION/LOBBYING**

13.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

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

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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- 13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE**
- 14.1 **Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4. The City will consider vendors who demonstrate the ability to carry the following minimum insurance coverages:**
- (a) **\$2 million Commercial General Liability, per occurrence, \$5 million Annual Aggregate, with deductible not exceeding \$5,000**
  - (b) **\$2 million Professional Liability (Errors and Omissions) Insurance, per Claim, \$2 million Annual Aggregate, with deductible not exceeding \$50,000**
  - (c) **\$5 million Third Party Vehicle Liability Insurance**
- 14.2 **In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.**

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**15.0 COMPANY EXPERIENCE**

15.1 The City will consider vendors:

- (a) having at least five (5) years' experience in the supply, delivery, and installation of theatre audio-video systems;
- (b) providing descriptions of and reference contact information for at least three (3) projects completed in the last three (3) years, similar in scope, scale, and complexity as described in Appendix 1- Requirements; and
- (c) being authorized dealers or distributors of the proposed theatre audio-video systems.

**16.0 FORM OF AGREEMENT**

16.1 Vendors should carefully review Appendix 3 – Form of Agreement, and submit proposed deviations, if any, to the Form of Agreement, for the City's consideration.

The City will give preference to vendors who propose minimal deviations to the Form of Agreement attached as Appendix 3.



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QUOTATION FORM

**ATTENTION:** Diana Chan, Contracting Specialist

**FROM:** \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Name)

**SUBJECT:** REQUEST FOR QUOTATIONS NO. PS20180871 (THE "RFQ")

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

**1.0 TABLES OF PRICES:**

In the tables below, list each good and service required for an operational system, in accordance with Appendix 1 – Requirements, Exhibit A – Detailed Requirements, and Exhibit B – Drawings and Schedules.

The submitted Table of Prices shall be appended by: Bills of Materials for all equipment to be supplied; Cut sheets for proposed alternates; and other details required for an operational system.

Item	Description of Goods	Unit Price	Unit of Measure	Quantity	Extended Price
1.		\$		[#]	\$
2.		\$		[#]	\$
3.		\$		[#]	\$
<b>GST and PST, where applicable, should not be included in prices.</b>				<b>TOTAL</b>	\$
<b>Delivery costs should be included in prices.</b>					

Item	Description of Services	Unit Price	Unit of Measure	Quantity	Extended Price
1.		\$		[#]	\$
2.		\$		[#]	\$
3.		\$		[#]	\$
<b>GST and PST, where applicable, should not be included in prices.</b>				<b>TOTAL</b>	\$
<b>Delivery costs should be included in prices.</b>					

**The prices above include the 16 hours of follow-up training, system programming assistance, and technical support in the first 12 months of operation.**

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**Additional Items, if offered:**

Item	Description of Goods & Services	Unit Price	Unit of Measure	Quantity	Extended Price
1.	Wireless Microphone System – provide details & cost breakdown of goods & services	\$		[#]	\$
2.	Portable Rooftop Garden Audio System – provide details & cost breakdown of goods & services	\$		[#]	\$
3.		\$		[#]	\$
<b>GST and PST, where applicable, should not be included in prices.</b>				<b>TOTAL</b>	\$
<b>Delivery costs should be included in prices.</b>					

**2.0 APPENDICES TO BE APPENDED TO TABLES OF PRICES:**

The vendor shall append the Tables of Prices with:

- Bills of Materials for all equipment to be supplied
- Cut sheets for proposed alternates
- Other details required for an operational system

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**3.0 TIME LIMITATIONS ON PRICING:**

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*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

**4.0 TIMES AND SCHEDULING**

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*(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)*

**5.0 SUSTAINABILITY**

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*Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.*

**6.0 TERMS OF PAYMENT**

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*(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)*

**7.0 CONFLICTS/COLLUSION/LOBBYING**

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*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

**8.0 COMPANY EXPERIENCE (completed in the last three years)**

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*(Provide the information requested by Section 15.1 of the RFQ's Instructions to Vendors.)*

**9.0 DEVIATIONS**

**a. DEVIATIONS TO APPENDIX 1 – REQUIREMENTS**

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*(Provide the information requested by Sections 10.1 & 10.3 of the RFQ's Instructions to Vendors.)*

**b. DEVIATIONS TO APPENDIX 3 - FORM OF AGREEMENT**

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*(Provide the information requested by Section 16.1 of the RFQ's Instructions to Vendors.)*

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## 10.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors; (b) it has read and understands the information in Appendix 1 – *Requirements*, and Appendix 3 – *Form of Agreement* of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 – *Requirements* of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 – Declaration of Supplier Code of Conduct Compliance and Appendix 4 – Certificate of Existing Insurance of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 – *Form of Agreement* would be acceptable to it, or it has noted required deviations in 8.0 above.

Company Name: \_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

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

Cheque Payable/Remit to Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Date and Jurisdiction of Incorporation: \_\_\_\_\_

City of Vancouver Business License No.  
(or, if available, Metro West Inter-Municipal Business License No.): \_\_\_\_\_ WorkSafeBC Registration No.: \_\_\_\_\_

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APPENDIX 1 - REQUIREMENTS

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**APPENDIX 1 - REQUIREMENTS**

**Introduction**

The City of Vancouver is seeking a Theatre Equipment contractor for the supply and installation of audio and video systems on Levels 8 and 9 of Vancouver Public Library's Central Library Branch located at 350 West Georgia Street, Vancouver, BC.

**Background**

Vancouver Public Library's Central Library branch opened to the public in May 1995. In 2017, construction of Tenant Improvements began on Levels 8 and 9 of the 9-storey building. The Tenant Improvements will create an additional 35,000 square feet of programmable library space, including a two-storey public atrium, an auditorium, a quiet reading room, community-use spaces, administrative offices, and multi-purpose rooms. A new public roof garden on Level 9, and public terraces on the north and south sides of Level 8 will be provided.

**Project Team**

The City has engaged a General Contractor/Prime Contractor for the project, a Design Architect, a Coordinating Consultant, an Electrical Consultant, and a Theatre Consultant. The Theatre Consultant and General Contractor are referenced in Exhibit A - Detailed Requirements.

**Project Schedule**

The project will open to the public in late summer 2018. In order to meet the construction schedule, the successful proponent will begin work immediately upon execution of a contract attached as Appendix 3 to the RFQ.

**Exhibit A - Detailed Requirements**

Detailed requirements are attached as Exhibit A - *Detailed Requirements* to this Appendix 1, and will be attached to the final executed Form of Agreement.

**Exhibit B - Drawings and Schedules**

Drawings are attached as Exhibit B - *Drawings and Schedules* to this Appendix 1, and will be attached to the final executed Form of Agreement.

**PART 1 GENERAL****1. GENERAL**

- .1 The following establishes minimum design and safety requirements for the systems. Where local codes address these topics, the more stringent requirements take precedence.
- .2 All work is to be performed by suitably qualified and experienced staff.
- .3 The Contractor will provide systems that are safe during normal use under ideal operating conditions, and during conditions of equipment malfunction, misuse, human error and misjudgment.
- .4 The Contractor will provide assemblies, cable components, connections, equipment, hardware and linkages employed in supporting, in whole or in part, overhead loads that are designed and rated for that application.

**2. SUMMARY**

- .1 The Contractor shall supply, deliver, and install a audio and video system as detailed herein, and as specified in Appendix 1, Exhibit B - Drawings and Schedules.
- .2 The work under this Section shall include, but not be limited to, the supply, delivery, and installation of the following:
  - .1 Loudspeaker systems
  - .2 Control room equipment racks and components
  - .3 Video systems
  - .4 Green room program sound system
  - .5 Stage podium and presentation control system
  - .6 Wall plates and installed system wiring
  - .7 Meeting and Lecture room A/V Systems
  - .8 Upstage wall masking
- .3 The Contractor shall supply, deliver, and install all incidental or related products or materials necessary to ensure a complete and operating system.
- .4 The Contractor shall co-ordinate the Contractor's work with the work of the City's other contractors according to the City's requirements.

**3. RELATED WORK**

- .1 Related work requiring co-ordination includes, but is not necessarily limited to, the following:
  - .1 Base Building Electrical

**4. DEFINITIONS**

- .1 "Standard Industry Practice" means installation techniques and practices for similar installations, as established from time to time by standards and certification organizations such as CSA, ANSI, IESNA, IEEE, NEMA and USITT.
- .2 The following acronyms may be referred to in this Specification:
  - .1 CSA - Canadian Standards Association
  - .2 ANSI – American National Standards Institute
  - .3 USITT - United States Institute for Theatre Technology
  - .4 ASTM - American Society for Testing and Materials
  - .5 AISC - American Institute of Steel Construction
  - .6 IESNA or IES - Illuminating Engineering Society of North America
  - .7 IEEE – Institute of Electrical and Electronics Engineers
  - .8 NEMA – National Electrical Manufacturers Association
  - .9 IFR – Inherently Fire Retardant

**5. GENERAL REQUIREMENTS**

- .1 This is a performance specification. It is the Contractor's responsibility to supply safe equipment that complies with the intent of the documents and fits in the library spaces available.
- .2 The Contractor shall supply, deliver, and install a theatre audio and video system as shown on Exhibit B – Drawings and Schedules.
- .3 The Contractor shall supply, deliver, and install all materials, components and services necessary for an operational system.
- .4 The Contractor shall review all project construction documents pertinent to the installation and operation of the systems described above, and shall promptly notify the Theatre Consultant of any foreseeable conflicts, omissions or inconsistencies.
- .5 The Contractor shall verify Central Library Branch site dimensions and conditions and promptly notify the Theatre Consultant of any inaccuracies or errors.
- .6 The Contractor shall confirm the adequacy of the electrical power supply and grounding integrity.
- .7 The Contractor shall confirm the adequacy of conduit & back boxes.
- .8 The Contractor shall communicate with, and co-ordinate work with other sub-contractors where interfacing of design, construction and installation work is required.
- .9 The Contractor shall deliver to job site and protect equipment.
- .10 The Contractor shall install and site-supervise the installation of the systems.
- .11 The Contractor shall test and demonstrate to the Theatre Consultant that the equipment and systems are complete.
- .12 The Contractor shall fine-tune and correct all faults.
- .13 The Contractor shall train staff.
- .14 The Contractor shall perform a follow up inspection and adjustment.
- .15 The Contractor shall provide any other work not specified but necessary to ensure a complete, safe and fully-functional system.
- .16 The Contractor shall provide all equipment, labor, temporary facilities, and other services or work, unless specifically stated otherwise by the City.

**6. QUALITY ASSURANCE**

- .1 The Contractor's work shall be supervised and commissioned by certified and qualified personnel.
- .2 The Contractor's quality of work shall be in accordance with well-established practices and standards accepted and recognized by consultants in the audio industry.
- .3 The Theatre Consultant shall have the right to reject any item of work that does not conform to the contract and accepted standards of performance, quietness of operation, finish or appearance.
- .4 The Contractor shall obtain complete units, including necessary mounting hardware and all related accessories for each specified item from a single manufacturer.
- .5 The Contractor shall supply only products that are pre-approved and meet the standard of acceptance for quality, performance, and product design. If applicable, substitutions must conform to the City's requirements.

**7. RESPONSIBILITY**

- .1 The Contractor shall be responsible for the installation, operation and safety of all equipment.
- .2 The Contractor may sub-contract the metalwork and woodworking; however, the Contractor shall co-ordinate the sub-contractors' work to meet the requirements.
- .3 The Contractor shall verify all system design loads. The Contractor will be responsible for providing fully-engineered and sealed documents and equipment.
- .4 The Contractor will specify all components, materials, procedures and operations to ensure a safe and functional system.



**8. COORDINATION OF WORK**

- .1 The Contractor shall be responsible for the coordination and supervision of all the proposed work such that the combined work will produce the desired result without delay.
- .2 This Contractor shall cooperate with the Project Manager and other Trades for the carrying out of this work, obtain copies of schedules from the Project Manager, and coordinate all on-site activities with other contractors as necessary.
- .3 All correspondence shall be copied to the Project Manager and the Theatre Consultant.
- .4 The Contractor shall coordinate in advance with the Project Manager all deliveries to the site of components, equipment, materials and tools.
- .5 The Contractor shall coordinate, in advance with the Project Manager all labor and worker requirements, including unions, Worker's Compensation Board, security and any other specific requirements of the City's General Contractor.
- .6 The Contractor shall be present and supervise off-loading and storage of all deliveries prescribed by the Project Manager.
- .7 The Contractor shall be subject to all site restrictions including, but not limited to, hours of work, safety, use of facilities, cutting fitting and patching, and existing services.
- .8 The Contractor shall be responsible for the protection of the Contractor's equipment, components, assemblies and installations, including the replacement of damaged goods, up to the time the equipment is accepted in writing by the City.
- .9 Within four weeks of notification of being selected, the Contractor shall complete a comprehensive and thorough review of all architectural, electrical, structural, and mechanical drawings and specifications, and submit a report to the Theatre Consultant, clearly describing proposed changes to electrical, mechanical, structural, or architectural aspects of the building necessary for the successful installation and operation of the theatre audio-video systems. The Contractor shall contact the Theatre Consultant to arrange for access to drawings and specifications for this review.

**9. SUBMITTALS****.1 General**

- .1 The Contractor shall prepare and submit all required draft shop drawings and samples **within eight (8) to ten (10) weeks of the Effective Date of the Contract.**
- .2 It is the responsibility of the Contractor to submit shop drawings and samples according to the schedule required by the City.
- .3 Shop drawings and samples shall be submitted for review and accepted by the Theatre Consultant before fabrication can begin.
- .4 Acceptance of drawings and samples shall be indicated by the return of one set of stamped and marked shop drawings.
- .5 Acceptance of the shop drawings and samples is for general design only and does not relieve the Contractor of the responsibility of providing equipment in accordance with this specification.

**.2 Shop Drawings**

- .1 The Contractor shall submit a detailed system schematic and drawings of the control room layout, rack layouts, speaker layouts, speaker rigging, system wiring, connector wiring, face plate layout, jack field layouts, block diagrams and other drawings as necessary for review by the Theatre Consultant and the City. The Contractor shall receive approval prior to system fabrication and installation.
- .2 Preliminary systems schematics provided by the Theatre Consultant are included for reference only.
- .3 Typical faceplate drawings by the Theatre Consultant are included for reference only.
- .4 Typical jack field layouts by the Theatre Consultant are not included. The Contractor shall provide shop drawing of jack field layout for approval prior to fabrication.
- .5 The Contractor shall provide scaled plans of all locations which contain all equipment to be installed: all equipment shall be properly located, dimensioned and labelled.
- .6 The Contractor shall note any other trades'/contractors' work which may affect or be affected by the Contractor's work.
- .7 The Contractor shall provide complete, fully-dimensioned, large-scale detailed fabrication drawings of all major items/components, custom fabrications and assemblies, inclusive of item-identifying numbers.
- .8 The Contractor shall provide schematics, plans, and sections indicating assembly and installation of components, inclusive of item numbers as indicated in .7 above.
- .9 The Contractor shall show power requirements and provide installation circuit diagrams for electrical equipment. If electrical infrastructure is inadequate for systems to be installed, the Contractor shall identify what is required.
- .10 The Contractor shall use arrows and boxed captions to indicate all variations from Exhibit B – Drawings and Schedules, and other specifications.
- .11 The Contractor shall indicate all elements with appropriate safety factors and/or safety equipment.
- .12 The Contractor shall provide an inventory (bill of materials) of all equipment to be supplied, including manufacturer's model number, quantities and reference to applicable drawings, etc.
- .13 The Contractor shall provide a catalogue or standard data sheets showing illustrated cut sheets of items which may be submitted for standard manufactured items.
- .14 The Contractor shall submit shop drawings of all mounting brackets and rigging system(s), certifying the mechanical construction and suitability for intended use..

- .15 The Contractor shall show details of any additional equipment, components, and installation information which are required as part of the system but not detailed herein.
- .16 The Contractor shall provide a 3" x 3" area near the title block for approval stamps and comments. This area should be in relatively the same location on each sheet. It should be this size when drawings are printed at 11x17 size.
- .17 The Contractor shall incorporate all requests for adjustments to shop drawings and/or materials as required to co-ordinate the installation of the equipment.
- .18 The Contractor shall revise and re-issue shop drawings, as necessary, until the City's acceptance is achieved.
- .19 The Contractor shall co-ordinate distribution with Project Manager. Courier costs and printing shall be the responsibility of the Contractor.
- .20 Where practical, shop drawings should be configured to be readable on 11x17" paper and may be transmitted in .pdf format. All drawings should be in B&W, not colour. If this size is not practical for readability, Arch D size is preferred.

#### 10. MAINTENANCE MATERIALS, DOCUMENTATION AND MANUALS

- .1 The Contractor shall provide separate operation and maintenance manuals. Materials shall be incorporated into 3-ring hard cover binders, including:
  - .1 Title page and index.
  - .2 Complete and detailed bill of materials, with serial numbers, if applicable.
  - .3 For each item note the date the warranty ends.
  - .4 Comprehensive description of the operation of the system including the function of each item of equipment within the system.
  - .5 Detailed instructions for the normal maintenance of all systems and equipment including;
    - .1 cleaning
    - .2 procedures and frequency of operational checks and service
    - .3 maintenance
    - .4 trouble shooting instructions
  - .6 Local source of supply and authorized service representative for each item of equipment and local supplier for equipment maintenance materials.
  - .7 Warranty procedures
  - .8 Manufacturer's operation and maintenance manuals, shop drawings, technical data and product data supplemented by bulletins, component illustrations, exploded views, technical descriptions, and parts lists. Advertising or sales literature is not acceptable.
  - .9 Copy of "as-built" drawings, wiring diagrams and schematics. Include system block diagram complete with as-built component labelling and consistent nomenclature.
  - .10 Spare parts list.
  - .11 Testing data and standard settings for all equipment.
  - .12 Copies of guarantees and certificates.
- .2 Submit one draft copy to the Theatre Consultant for approval prior to commissioning of the systems and equipment.
- .3 Once approved, provide 4 copies of final manuals and all as-built documents as follows:
  - .1 City: 3 copies (2 hard copies in binders, 1 electronic)
  - .2 Theatre Consultant: 1 electronic copy
- .4 Manuals shall be provided no later than 10 days after site work is complete. Manuals and as-built documentation will be reviewed with the City's representative at the time of training.
- .5 Final payment shall not be released until documentation is received and accepted by the Theatre Consultant.

**11. CARE, OPERATION & SET-UP**

- .1 Refer to details of testing required in each Section and comply.
- .2 Upon completion of the installation, the Contractor shall co-ordinate with the Theatre Consultant to arrange for final testing and inspection of the completed systems. At the time of this inspection, the Contractor shall arrange and pay for the services of qualified service engineers and sufficient additional personnel as required to operate all equipment, to supervise start-up of installation and to check, adjust, balance and calibrate components. These personnel shall perform such adjustments and tests as may be required by the Theatre Consultant and the City's representative.
- .3 If additional site visits are necessary for inspections because the Contractor's work was incomplete or not as specified, the cost of such inspection visits will be the responsibility of the Contractor at the standard hourly/daily rates of the Theatre Consultant and their sub-contractors.
- .4 Any equipment which fails to meet the specifications shall be repaired or replaced with suitable equipment and the inspection shall be rescheduled under the same conditions as specified above
- .5 At the time of these inspections, no other work shall be performed in the respective areas of the facility. All temporary bracing, scaffolding, etc. shall be removed to permit full operation of, and access to, all equipment.
- .6 The above inspections and adjustments shall not replace separate training sessions for users, as detailed in each Section.
- .7 The systems shall be left in complete operating condition and adjusted to the complete satisfaction of the City and the Theatre Consultant.

**12. TRAINING**

- .1 Provide a total of 4 hours of initial instruction to the City's staff. The objective of this training is to ensure that operating personnel are conversant with all aspects of the operation and care of the system. This training period shall not commence until the system is fully functional, tested, approved and accepted by the Theatre Consultant. The training session shall occur within five (5) working days of final acceptance, at a date and time mutually agreeable with the City.
- .2 **Provide 16 hours of follow-up training, system programming assistance, and technical support in the first 12 months of operation.**
- .3 A printed, point form outline of basic operation, care and maintenance procedures must be provided for the training session. This outline shall be separate from the detailed manuals required. This draft copy shall be left with the City until final manuals are submitted.
- .4 Outline of this instruction course shall be done in conjunction with the Theatre Consultant and City's representative, and at the City's convenience.
- .5 Training shall include:
  - .1 Review of a draft copy of as-built documentation.
  - .2 Comprehensive description of the operation of the system including the function of each item of equipment within the system.
  - .3 Instruction in the safe operation of all aspects of the complete system.
  - .4 Instruction in basic care and maintenance procedures for all equipment and systems.
  - .5 Review typical trouble shooting procedures and policies for warranty or repairs.
  - .6 Other items as required or recommended by the Contractor.

**13. WARRANTIES**

- .1 All warranty periods shall begin on the date of final acceptance by the City, as certified by the Theatre Consultant.
- .2 The satisfactory operation of all systems shall be guaranteed for a period of two (2) years after the date of final acceptance by the City. Such guarantee shall cover the

- replacement of all faulty material and labor for replacement of the same except where such failure is caused by improper usage or unexpected damage caused by others.
- .3 The Contractor must guarantee that, in conditions where system failure may be hazardous, cause undue hardship or cause cancellation of performances, the Contractor will supply service to ensure that the down time of the system due to repairs shall not be greater than 18 hours after receipt of request for this service by telephone from a duly authorized representative of the City. Contractor shall supply proof of ability to provide such service.
  - .4 Equipment manufacturers' warranties and the Contractor's written guarantees shall be supplied to the City with the manuals and as-built documents.
  - .5 Indicate warranty end date for each piece of equipment on the bill of materials in the as-built manuals.

#### **14. DELIVERY, STORAGE & HANDLING**

- .1 Equipment shall be delivered FOB the installed location (Central Library Branch). Co-ordinate, in writing, with City/ Architect to co-ordinate secure storage of equipment on site.
- .2 The Contractor shall be responsible for insuring any equipment delivered, installed or stored on the site until such time as written acceptance is received from the City.
- .3 The Contractor shall be responsible for cleanup and the protection of surfaces or equipment provided by other contractors during the period of installation, commissioning and training.
- .4 If equipment is left on site for a period of time between delivery and inspection, it shall be left in a secure location and protected by plastic sheets etc. Co-ordinate locations with the Theatre Consultant and Project Manager.

#### **15. MATERIALS AND EQUIPMENT**

- .1 All materials and equipment shall be production proven models as specified.
- .2 All materials and equipment shall be new and of current manufacture. Used, reconditioned or repaired equipment shall not be acceptable.
- .3 Equipment and material shall be ULC/CSA certified. Completed systems shall conform to all applicable standards and codes, and shall be in conformance with industry standards of operation and practices.
- .4 All equipment supplied shall be capable of meeting or exceeding the published specifications of the individual equipment manufacturer. At the Theatre Consultant's request, the Contractor shall provide qualified technicians and such test equipment as is required to verify the performance of the equipment as installed in the system. The expense of this testing shall be the Contractor's responsibility.
- .5 The Contractor shall indicate, at the time of bidding, any equipment, wiring, or feature necessary to the operation of the system which is not specified in this document.

#### **16. BUILDING CODE, BYLAWS AND SAFETY REGULATIONS**

- .1 Work shall meet the requirements of the Uniform Building Code, latest edition, and all addenda, local codes and bylaws and the requirements of other authorities having jurisdiction.
- .2 The Contractor will comply with all applicable laws and regulations of authorities having jurisdiction concerning construction safety, and shall maintain adequate means of egress from the work in event of fire.
- .3 All electrical goods shall meet CSA requirements and shall bear the certifying compliance label.
- .4 Design and install systems to conform to seismic restraint requirements, if any, of authorities having jurisdiction.

**PART 2 PRODUCTS****1. GENERAL**

- .1 Where more than one manufacturer and model number are listed for an item, provide the specified quantity from one manufacturer only. All similar types of equipment are to be provided by the same manufacturer.
- .2 Detailed performance specifications shall be those published by the manufacturer effective on the date of this document for all equipment types and model numbers listed herein.
- .3 All products shall be supplied from factory authorized Canadian distribution channels.
- .4 All products shall have local service available.
- .5 Required quantities may vary depending on manufacturer selected. Inform and receive approval from the Theatre Consultant on any variation to quantities specified prior to bidding.
- .6 The system shall be complete to provide the functions required whether or not each and every item is necessarily mentioned.

**2. SYSTEM DESCRIPTIONS**

- .1 Auditorium – Room 850
  - .1 Systems for audio, video and multi-media presentations will be installed for both live performance, presentation, and lecture use.
  - .2 Events in the auditorium will include:
    - .1 Public speaking with video presentations
    - .2 Movie presentations
    - .3 Meetings with microphone reinforcement
    - .4 Panel discussions with microphone reinforcement
    - .5 Small dance and cultural events
  - .3 Provide speaker systems as indicated on the drawings for the following:
    - .1 Ceiling mounted overhead left and right intended for general purpose reinforcement of spoken voice. (Type A)
    - .2 Main Left, Right (Type B) and Subwoofer (Type C) intended for music playback, audio from video presentations, main program channels for movie presentations.
    - .3 Surround Left and Right (Type B) intended to support movie presentations. Certified Digital Cinema Initiative surround sound is not required.
    - .4 One program sound speaker in the green room. (Type B)
  - .4 Provide an A/V control system to integrate audio, video, screen automation, and preset lighting states.
    - .1 The A/V system shall provide for simple operation of the system for basic events with minimally trained staff. Controls for this to be via touch screen interfaces in the control booth and onstage.
    - .2 The A/V system will have a minimum capacity of 12 audio inputs, 12 audio outputs for future expansion.
    - .3 The A/V system shall provide audio DSP functions to the Auditorium systems.
    - .4 Lutron Lighting system provided by base building electrical. Coordinate as required.
  - .5 Provide for stereo line level input and HDMI connections to the A/V system at the booth rack for interconnection of portable mixing consoles or other playback equipment.

- .6 Provide microphone, line level, and AV-Network connections to the A/V system on stage as indicated on the drawings.
- .7 Provide two removable gooseneck microphones and an HDBaseT video transmitter to be mounted in the City-supplied portable lectern.
  - .1 Complete with 25' microphone, network, and other required cables to connect the lectern to the stage connection panel.
- .8 Provide a video matrix switcher/scaler for routing of video content from the stage and/or local playback in the control booth to the local video projector and ancillary event rooms.
- .9 Provide one PTZ camera connected to both the A/V Control system and Video switcher to provide recording, video over IP, and overflow viewing of auditorium events in rooms 919 and 920. Hardware and software for web streaming video over IP to be provided by the City as a separate project.
- .10 Provide a video projector and motorized screen as noted in the equipment list. Operation of the projector and screen to be integrated into the main A/V control system.
- .2 Meeting Rooms 814, 824, 851, 853, 917, 918
  - .1 In each of these six rooms provide:
  - .2 An HDMI connector located in the floor box. The floor box is a 6-gang Legrand Evolution model provided by the Electrical Contractor. There shall be one HDMI handover cable for each room. A powered HDMI equalizer installed at the display location shall maintain the integrity of the video signal.
  - .3 A display sized as per the "Display Size Schedule" will be mounted on a micro-adjustable tilt mount rated for the display size and weight.
  - .4 Program audio will be reproduced by the display speakers.
  - .5 The display will be controlled with a wall-mounted button panel. Buttons will turn on and off display, control volume and switch inputs.
- .3 Meeting Rooms with Speakers 812, 916
  - .1 In each of these two rooms provide:
  - .2 An HDMI connector located in the floor box. The floor box is a 6-gang Legrand Evolution model provided by the EC. There shall be one HDMI handover cable for each room. A powered HDMI equalizer installed at the display location shall maintain the integrity of the video signal.
  - .3 A display sized as per the "Display Size Schedule" will be mounted on a micro-adjustable tilt mount rated for the display size and weight.
  - .4 Program audio will be reproduced by an amplifier and two wall-mounted speakers. The amplifier will be mounted behind the display and connected to the variable audio output from the display.
  - .5 The display will be controlled with a wall-mounted button panel. Buttons will turn on and off display, control volume and switch inputs.
- .4 Meeting / Reading Room 910
  - .1 A removeable gooseneck microphone to be mounted to the City-supplied portable lectern. A 50ft XLR cable will connect the microphone to the wall plate.
  - .2 The XLR wall input plate will be connected to the microphone pre-amp located in the millwork. The microphone pre-amp will also provide phantom power for the gooseneck microphone. An audio amplifier will provide mono audio to four ceiling speakers.
  - .3 The volume shall be controlled by a wall-mounted knob located above the millwork.
- .5 Divisible Meeting Rooms 919 and 920
  - .1 These rooms are adjacent and separated by an operable wall. Each room will typically operate as a basic meeting rooms for local presentations when the

operable wall is closed. When the wall is opened, the room and AV systems will be combined for one of two functions:

- .1 Presentations from devices connected to the presentation switch in Auditorium Projector Room 849;
- .2 Overflow AV for live events broadcast from Auditorium 850.
- .2 Video:
  - .1 In each of the two rooms a display will be mounted on a micro-adjustable tilt mount rated for the display size and weight.
  - .2 A wall input plate with an HDMI connector will be mounted below the display. There shall be one HDMI handover cable for each room.
  - .3 Video cables will connect directly to each display.
  - .4 Video from the Presentation Switcher located in the Auditorium Projector Room 849 AV rack will be transmitted over HDBaseT. An HDBaseT receiver will be mounted behind each display and connected to a second HDMI input on the display.
- .3 Audio:
  - .1 Program audio shall break out from the display to an amplifier mounted behind the display and connected to ceiling speakers. Mono.
  - .2 All audio shall follow the video signal and maintain sync.
- .4 Control:
  - .1 Local display on/off, input selection and room volume shall be controlled by a button panel mounted beside each display. The button panel shall allow users to select the local input or the remote input with buttons labelled "HDMI" or "EXT INPUT".
  - .2 Room combining and overflow broadcast from the Auditorium will be controlled via Auditorium presentation system touch panel.
- .6 The Contractor shall supply and install all permanent cable installed in conduits. The contractor shall also supply all portable cable as required.

### 3. AUDITORIUM - AUDIO/VIDEO EQUIPMENT LIST

- .1 A/V System Digital Signal Processor (DSP) and Control Core
  - .1 128 In/128 Out Network Audio Channels
  - .2 8 mic/line level analog inputs
  - .3 8 line level analog outputs
  - .4 8 mic/line level flexible inputs or outputs
  - .5 16 In/16 Out GPIO ports
  - .6 Controllable via IP connected device, proprietary control panel, or wall presets
  - .7 Rack mounted
  - .8 Reference Product: QSC Q-SYS Core 110f or approved alternate
- .2 Media Switcher
  - .1 Shall have 4 inputs and 5 outputs (4 remote, 1 local).
  - .2 Inputs shall be HDMI
  - .3 Remote outputs shall be HDBaseT, local output shall be HDMI
  - .4 Reference Product: Altona PRO3-44M
- .3 Motorized Retractable Projection Screen
  - .1 Shall measure minimum 4.6m diagonally (90" x 160")
  - .2 Shall accommodate full coverage 16:9 images
  - .3 Shall be installed in 22g black steel case



- .1 Case dimensions shall be equal to or less than 150mm tall x 135mm deep x 4.6m wide
  - .4 Shall operate on 120V, 3-wire AC
  - .5 Shall be controlled by A/V System
  - .6 Reference Product: Draper Premier 184" – Matt White Viewing Surface XT100V
- .4 Video Projector
  - .1 Shall be minimum 7750 ISO Lumens
  - .2 Shall support HDBaseT control and video signal
  - .3 Shall operate on 120V AC with a 6A maximum power draw
  - .4 Shall be installed with a 1.55-2.92:1 Zoom type lens, or as required to fill the screen provided above
  - .5 Reference Product: Christie DHD850-GS
- .5 Equipment Rack
  - .1 Floor mounted, 25 RU, 32" deep
  - .2 Rack rails of 11 gauge steel with tapped 10-32 mounting holes in universal EIA spacing
  - .3 16g Steel
  - .4 Fixed solid sides
  - .5 Complete with one (1) 3 RU drawer, blank panels and air-flow vents as required to complete the installation.
  - .6 Reference Product: Legrand BGR-268A-32
- .6 Amplifiers
  - .1 8-Channel Amplifier
    - .1 8 independently controlled channels
    - .2 Shall be a minimum of 400W, 70V per channel
    - .3 Shall support system audio transport and control via ethernet
    - .4 Rack mountable
    - .5 Reference Product: QSC CXD8.4Qn
  - .2 4-Channel Amplifier
    - .1 4 independently controlled channels
    - .2 Shall be a minimum of 60W, 70V per channel
    - .3 Shall support system audio transport via line level connections
    - .4 Shall support control via GPIO connections
    - .5 Rack mountable
    - .6 Reference Product: QSC CX204V
  - .3 2-Channel Amplifier
    - .1 2 independently controlled channels
    - .2 Shall have the ability to bridge channels for mono signal
    - .3 Shall support system audio transport via line level connections
    - .4 Shall support control via GPIO connections
    - .5 Bridge mode shall support a minimum of 1100 Watts, 8Ω per channel
    - .6 Rack mountable
    - .7 Reference Product: QSC CX502
- .7 Network Switches
  - .1 Ethernet switch with Power over Ethernet
  - .2 Twenty-four (24), 10/100/1000 Base-T Ports, RJ45 front-panel connections
  - .3 Automatic speed, control and mode management
  - .4 Rack-Mounted
  - .5 Labelled clearly on face and on each wire jacket at rear

- .6 Reference Product: HPE OfficeConnect 1910 24 PoE+ Switch or approved alternate
- .8 Auditorium Camera
  - .1 Shall be powered Power over Ethernet
  - .2 Shall support simultaneous imaging over IP and HDMI connections
  - .3 1080p, 60fps video signal
  - .4 Shall support PTZ (Pan, Tilt, Zoom) functionality
  - .5 Reference Product: QSC Q-SYS PTZ 20x60
- .9 Video to USB I/O Bridge
  - .1 Shall allow Auditorium Camera to act as webcam over A/V network
  - .2 Reference Product: QSC Q-SYS I/O USB Bridge
- .10 Touch Screen Controller
  - .1 Shall be rack mountable in a 3RU-size plate
  - .2 4.7-inch Capacitive touch screen
  - .3 Shall be powered via Power over Ethernet
  - .4 Reference Product: QSC TSC-47W-G2
- .11 Speakers
  - .1 Type A
    - .1 4.5" Speaker
    - .2 Ceiling mounted
    - .3 Shall be capable of 30W/8hr power handling
    - .4 Reference Product: QSC AD-C4T, confirm colour with architect
  - .2 Type B
    - .1 Wall mounted or suspended as required to suit location
    - .2 Capable of 200W/8hr power handling
    - .3 Reference Product: QSC S8T or approved alternate
  - .3 Type C
    - .1 Floor mounted
    - .2 Capable of 550W/8hr power handling
    - .3 Reference Product: QSC SB-1180

#### 4. MEETING ROOMS – EQUIPMENT LIST

- .1 Display
  - .1 Size as per "Display Size Schedule"
  - .2 Integrated speakers, minimum 7W per channel
  - .3 2 x HDMI inputs minimum
  - .4 Audio de-embedding, volume controllable audio output.
  - .5 Warrantied for commercial use, minimum 3 years
  - .6 RS-232 or network control
  - .7 Reference Product: Sharp PNLE or PNY series or equivalent
- .2 Wall Control Panel
  - .1 1-gang decora button panel
  - .2 White colour finish
  - .3 Custom button labels as per drawing.
  - .4 Reference Product: Extron MCL 62 or equivalent
- .3 Wall Volume Control Meeting/Reading Room 910
  - .1 1-gang decora volume knob

- .2 White colour finish
- .3 Reference Product: Extron VCM 200 D

- .4 HDMI Equalizer
  - .1 Reference Product: Extron HDMI 4K 101 Plus c/w External Power Supply
- .5 HDMI Cable
  - .1 Reference Manufacturers: Liberty, Extron, Kramer
- .6 Amplifier
  - .1 60W rms @ 70V
  - .2 Class D
  - .3 Plenum enclosure
  - .4 Auto power save mode
  - .5 Control port
  - .6 Reference Product: Extron MPA 601-70V or equivalent
- .7 Microphone Pre-Amp
  - .1 Phantom Power
  - .2 Reference Product: Extron MP 101 or equivalent
- .8 Gooseneck Microphone
  - .1 Dual Section Flexible Gooseneck
  - .2 XLR-3 connector
  - .3 Operating Voltage; 12-48V phantom power
  - .4 Length 400mm
  - .5 Reference Product: Sennheiser MZH3042 with ME36 Capsule & MZS31 Shock-mount
- .9 Ceiling Speaker
  - .1 6.5" 2-way full-range coaxial speaker
  - .2 120W @ 70V (continuous program)
  - .3 Sensitivity 86dB SPL, 1W @ 1m
  - .4 White colour finish
  - .5 Provide back can, trim ring and all accessories necessary to mount in drywall ceiling
  - .6 Reference Product: JBL Control 26CT, Extron CS 26T Plus, Community C6 or equivalent
- .10 Wall Speaker
  - .1 6.5" 2-way full-range coaxial speaker
  - .2 Surface mount
  - .3 60W @ 8 ohms (continuous program)
  - .4 Sensitivity 90dB SPL, 1W @ 1m
  - .5 White colour finish
  - .6 Reference Product: Community CS6 or equivalent

## 5. FACEPLATES, CONNECTORS, CABLE AND WIRE

- .1 Provide faceplates and connector panels for the all audio and video systems. Including but not limited to: production intercom, microphone, line, tie line, speaker program sound and hearing assist system as per the drawings and schedules.
  - .1 All connectors shall be mounted from the rear of panels and plates.
  - .2 All connectors shall be dimensionally compatible with Neutrik D - series hole cut-out.
  - .3 On a given panel, all XLR, RJ-45 and other connector latches shall be oriented to the top.
  - .4 Provide connector panels complete with cover plates, connectors, internal baffles, wiring and accessories as required.

- .5 Cover all blank connector holes with metal cover plates mounted from the rear. Colour to match the cover plate. Custom product should be a metal version similar to Neutrik DBA.

## 6. WIRE AND CABLE

- .1 Conduit and back boxes will be installed by the Base Building Electrical Contractor.
- .2 The Contractor shall review the electrical drawings in detail and advise the City on any required changes or additions required to accommodate the systems to be installed.
- .3 All audio system wire and cable shall be supplied and installed by the Contractor.
- .4 All wire and cable shall be terminated by the Contractor.
- .5 All panels and faceplates shall be supplied and installed by the Contractor.
- .6 There shall be 10% spares (minimum of one) of all wires pulled in conduit or run in groups for the production audio system (not required for production intercom or program sound system)
- .7 All wires and cables shall be run without junctions or breaks. Runs shall be continuous from connection jacks or terminals
- .8 All wire shall be designed and rated specifically for its intended use.
  - .1 Microphone cable shall be Belden 1883, or approved alternate
  - .2 Line level cable shall be Belden 1800B, or approved alternate
  - .3 Speaker level cable shall be Belden 1861, or approved alternate
  - .4 Intercom cable shall be Belden 1883, or approved alternate
  - .5 Program Sound cable shall be Belden 1863, or approved alternate
  - .6 Network cable shall be Belden 7882, or approved alternate

## 7. SEPARATELY PRICED ITEMS

### .1 Wireless Microphone System

- .1 Provide a separate price to provide and install a wireless microphone system complete with:
  - .1 Rack-mountable receiver
  - .2 Bodypack Transmitter
  - .3 Clip-on microphone
  - .4 Handheld Microphone
  - .5 Reference Product: Sennheiser ew 512 G3 c/w Sennheiser e 935 microphone or approved alternate

### .2 Portable Rooftop Garden Audio System

- .1 Provide a separate price to provide, commission, and demonstrate a portable public-address system for outdoor use, complete with the following components.
- .2 Podium Microphone:
  - .1 18" Cardioid Gooseneck Microphone
  - .2 Permanently attached windscreen with mesh grill
  - .3 Foam windscreen for over mesh grill windscreen for outdoor use
  - .4 Permanent installation quick-release shock mount with connector insert. Install in podium provided by City.
  - .5 5 ft professional quad core microphone cable
  - .6 50ft professional hybrid microphone and power cable
  - .7 All cables to have heat shrink labels with customer information and cable length, printed heat shrink to have clear heat shrink for protection
  - .8 All cables to have Velcro cable wraps for storage
  - .9 Phantom Power Supply (mount in podium provided by City)
  - .10 Reference Products:

- Shure MX 418 C Microphone complete with A412MWS Metal Windscreen, RK311 Foam Windscreen and A400SMXLR Shock Mount
  - Digiflex Premium Quad Microphone cable
  - Digiflex Hybrid Power cable
  - Radial Stagebug SB-48 Phantom Power Supply or approved alternate
- .3 Handheld Mics and Input Devices:
- .1 Provide six handheld microphones, six microphone stands, 10 microphone cables and one laptop computer audio interface
  - .2 Handheld Dynamic cardioid microphone with on/off switch and clip
  - .3 Foam windscreen for handheld mics for outdoor use
  - .4 Consumer laptop or phone to pro audio mic level balanced output with 3.5mm male input and XLR male output
  - .5 25 ft professional quad core microphone cable
  - .6 Professional tripod microphone stand with telescopic boom arm
  - .7 Carry case for microphone stands
  - .8 Carry case for microphones
  - .9 Reference Products:
    - Sennheiser e835s Microphone complete with Sennheiser MZW 4032 Windscreen
    - Rapco Horizon LTIBlox
    - Digiflex Premium Quad Microphone cable
    - K&M 210/9 Microphone stand
    - K&M 21315 Carrying case, Gator GM-12B case
- .4 Provide one pair of portable powered speakers
- .1 12" 2000w portable powered speakers with integrated DSP
  - .2 50ft XLR audio and IEC Power combo cable
  - .3 Lightweight 50kg capacity heavy duty adjustable speaker stands
  - .4 Carrying case for speaker stands
  - .5 Carry case for speakers
  - .6 Outdoor covers for speakers
  - .7 Reference Products:
    - QSC K 12.2 Speakers
    - K&M 214/6 Speaker Stand
    - K&M 21312 Case
    - DigiflexDH-UIX-50 cables
    - QSC K12 Tote
    - QSC K12 Outdoor Cover
- .5 Mixer Rack
- .1 Provide a rack mount mixer installed in rack with media player and power distribution
  - .2 8 channel rackmount digital mixer
  - .3 Rackmount kit for mixer
  - .4 Slant top mixer case with 10u slant and 6u rack
  - .5 Rackmount power distribution
  - .6 Media Player capable of CD, USB, SD card, and Bluetooth
  - .7 TRS to RCA cable for medial player
  - .8 Reference Products:
    - QSC Touchmix 8 Mixer

- QSC TMR1 mounting kit
- SKB 1SKB-R106 rack
- Middle Atlantic PD-2015R-NS
- Denon DN-500CB

## **PART 3 EXECUTION**

### **1. GENERAL**

- .1 Unless specifically excluded, all specified products shall be delivered, installed, tested, commissioned, and in operating order.
- .2 Procedures listed herein are intended only to give an overview of the major aspects of the process and are not intended to describe every task associated with the installation. It is the Contractor's responsibility to perform every installation step required to make the system operate and function in the manner intended by the design and the specifications, to conform to governing codes, and to comply with standard industry practice. Such steps shall include, but not be limited to: delivery, unloading, and setting in place; fastening supplied equipment to the structure; interconnection of equipment, components, and systems; programming; and set-up, alignment, and adjustment.
- .3 Ensure that all regularly operated controls remain readily accessible. It shall be possible to conduct regular operations of all system components without inconvenience or awkwardness. Ensure that all maintenance operations and functions remain readily accessible. It shall be possible to conduct regular maintenance and troubleshooting of all system components without inconvenience or awkwardness.

### **2. ACCEPTABLE INSTALLERS**

- .1 Perform the Work of this Section employing fully competent workers, each with a minimum of three year's experience in the installation and troubleshooting of audio systems similar to that specified herein. Each worker shall be trained to install such equipment in accordance with standard industry practice and manufacturers' installation instructions.
- .2 On request, demonstrate to the satisfaction of the City and Theatre Consultant that each worker employed in the work of this Section has adequate training and technical experience.

### **3. INSPECTION**

- .1 Examine all drawings and details; verify electrical power requirements, conduits, raceways, and boxes; check interfacing with work of other sections; check all other factors influencing design, function, and performance of the systems. Immediately report to the Theatre Consultant all apparent discrepancies between the specifications and the drawings.
- .2 Verify all dimensions affecting the Work of this Section. Notify the Theatre Consultant of all field dimensions or conditions that do not match drawings or that are detrimental to the proper or timely installation of the equipment.
- .3 Inspect the Work of other Sections upon which the Work of this Section depends. Proceed only after deficiencies in the Work of other Sections have been corrected. Continue with other installation work while waiting for corrections to be performed by others.
- .4 Verify that installation conditions are satisfactory to receive the Work of this Section. In particular, do not install any equipment until the building is enclosed and dust-generating activities, gypsum wall board installation, painting, and mechanical and electrical work is completed. Do not proceed with installation until unsatisfactory conditions are corrected. Beginning work constitutes acceptance by the Contractor of existing site conditions as satisfactory.

- .5 The Contractor shall inform the City, Architect, and Theatre Consultant in writing of unsatisfactory conditions with sufficient lead-time that conditions may be corrected so as not to cause a delay in the completion of the Contractor's work.

#### **4. PREPARATION**

- .1 Protect surrounding areas and surfaces to prevent damage.
- .2 Exercise care to avoid soiling and damaging the work of others.
- .3 Clean existing equipment racks, cabinetry, millwork, and consoles, as required, in preparation to receive the new work.

#### **5. INSTALLATION**

- .1 Contractor installs all sound equipment including back box face plates and all necessary connections.
- .2 The drawings indicate basic wire runs and connections, but these layouts are for approximation and estimation purposes only. The Contractor shall supply and install all connectors, wire, and cable necessary for the operation of the system to meet the Specification.
- .3 All necessary precautions shall be taken to prevent electromagnetic and electrostatic interference. The completed system shall be free of noise caused by such interference.
- .4 Receive written approval from the Theatre Consultant for colours and finishes of equipment and materials which shall be exposed to public view.

#### **6. MOUNTING AND LOCATION**

- .1 Mount main loudspeakers on either side of the retractable screen, suspended from the bulkhead on the back wall. Provide an adjustable mounting system and aim loudspeakers to optimize coverage of the audience.
- .2 Locate all equipment requiring adjustment, cleaning, or similar maintenance so that it is easily accessible.
- .3 All exposed screws, such as rack and panels mounting hardware, shall be of a premium finish: anodized, nickel plated, or stainless steel is acceptable. Zinc plated steel is unacceptable. Nylon washers shall be used to protect the front panel of all rack mounted equipment.

#### **7. EQUIPMENT RACKS**

- .1 Locate equipment racks to allow full access to front and rear and to provide maximum operator convenience. Confirm final placement with Theatre Consultant prior to installation.
- .2 Provide blank rack panels to cover all unfilled openings. 2 RU typical.
- .3 The finish of blanks, grilles, shelves, and other rack accessories shall match the finish of the rack.
- .4 Provide for each equipment rack:
  - .1 A work light.
  - .2 A permanently mounted project information label attached to the front of the top frame assembly of the rack. This label shall consist of a black plastic laminate plate engraved in a contrasting colour. This plate shall read, "Installation by: contractor, city, country".
  - .3 A 1U grille plate at the top location in the rack. Separate all equipment that generates sufficient heat from adjacent equipment by a 1U grille panel mounted immediately above the item. All grilles shall be finished in a colour complementary to the rack.
  - .4 A hinged, latching (not locking), solid rear door. Cable access shall be such so as not to impede the operation of a door.
  - .5 Support heavy or deep equipment at the rear.



**8. CONDUIT**

- .1 A system of back boxes and conduit for sound system components has been specified as part of the base building electrical contract. It is the responsibility of the Contractor to confirm that the conduit and back boxes to be provided by the Electrical Contractor are of sufficient size and quantity for the installation and correct operation of the sound system.
- .2 It is the responsibility of the Contractor to confirm and meet all applicable code requirements.
- .3 Relevant electrical drawings for theatre audio systems conduit and power are provided for the Contractor to co-ordinate their work with base building. The Contractor shall review these documents in detail and note with their bid submission any changes required to accommodate the audio systems.
- .4 The Contractor shall be responsible for coordinating with the electrical contractor the provision and installation of additional conduit or other protective shielding as required to meet applicable codes.
- .5 The Contractor shall be responsible for coordinating the provision and installation of additional conduit or other protective shielding wherever such shielding as required to ensure safe and interference free operation of the system.
- .6 When additional conduit is provided, separate conduit systems should be used for each of: microphone circuits; line-level circuits; video circuits; data circuits.
- .7 All conduit subsystems must be bonded to the building safety ground system. To preserve technical ground isolation, electrically isolate the system's signal wiring, the sound system equipment racks, and the electrical power service to the racks from all conduits and firmly bond these items only to the technical ground.
- .8 Sound cable and/or conduits should not run parallel to and shall be at least 16" from other cable and/or conduits and should cross other cable/conduit where necessary at 90 degrees and at least 2" apart. Dimmed lighting circuits should be separated from sound cable/conduit by at least 8'-0".
- .9 Each of the sound subsystems, (microphone circuits, line-level circuits, and loudspeaker circuits) shall be physically separated from each other to avoid induction.
- .10 Receive written approval from the Theatre Consultant prior to installing exposed audio wiring, except when internal to racks or below the raised booth "computer floor". When exposed wiring is used, it shall be:
  - .1 Differing signal types appropriately and adequately separated from each other.
  - .2 Adequately supported and fastened.
  - .3 Concealed from audience sightlines.
  - .4 Protected from likely damage or abuse.
  - .5 Compatible with local building and electrical codes.
- .11 Neatly bundled and dressed.

**9. POWER**

- .1 All sound power outlets shall be labelled as such and be restricted exclusively to audio uses.
- .2 Relevant electrical drawings for theatre audio systems conduit and power are provided for the Contractor to co-ordinate their work with base building. The Contractor shall review these documents in detail and note with their bid submission any changes required to accommodate the audio systems.
- .3 Contractors shall indicate to the Theatre Consultant any changes to the power which may be required to facilitate the installation and clean operation of the sound system. Upon award of the Contract, it will be the Contractor's responsibility to coordinate the supply and install of any extra power and/or power conditioning which may be required and no extra will be allowed for this work.

**10. WIRING AND CONNECTIONS**

- .1 Refer to drawings for sizes and locations of all outlet boxes. Co-ordinate with Division 16 (Base building electrical contractor) for all items relating to boxes, conduits, and AC power.
- .2 All sound reinforcement system cables and equipment shall terminate in XLR style audio connectors. The polarity of these connectors shall conform to IEC standard 268 part 12 with the input receptacle as the female half with socket contacts as follows:
  - .1 XLR type connectors:
    - Pin 1 = shield
    - Pin 2 = hot (+)
    - Pin 3 = return (-)
  - .2 One-quarter inch phone plugs and jacks:
    - Sleeve = shield
    - Ring = return (-)
    - Tip = hot (+)
- .3 This polarity convention shall be clearly noted on each wiring diagram and in the manuals. The polarity and/or pin assignment schemes of all other connectors shall be detailed in the shop drawings.
- .4 All microphone and line level wiring outside of racks shall be balanced and floating, unless otherwise indicated.
- .5 If any equipment detailed in this specification is configured differently by its manufacturer, then the polarity must be corrected by the use of cable adapters at the inputs/outputs of the device. It is essential that absolute polarity be maintained between all input devices, amplifiers, cables and loudspeakers regardless of the equipment connected in the audio chain.
- .6 All microphone, line level and intercom audio cable shall be individually 100% shielded pairs.
- .7 The sound system shall have balanced inputs and outputs throughout.
- .8 All cables shall be continuous between the terminated ends. No splices, junctions, connections, etc. shall be permitted between the ends of any cable.
- .9 All terminations of shielded twisted pair cables, regardless of location, shall consist of a Teflon, PVC or neoprene sleeve covering the shield drain wire and an overall heat shrink or elastic neoprene sleeve covering the point at which the cable jacket and shield end, to prevent adjacent cables touching each other or from making contact with grounded racks or conduits. At the termination the unshielded leads shall be less than 25 mm in length.
- .10 All wiring entering the racks shall have a 2 metre service loop (slack) folded after the cable has been terminated, allowing future rewiring. This slack wire shall be neatly harnessed into place.
- .11 All cable and cable bundles shall be neatly and logically routed and organized. Bundles of varying signal level shall be spaced at least 10 cm apart and secured to dedicated tie bars. Wiring in racks shall not be left unsupported.
- .12 Terminations shall be made with rosin-core solder or an approved mechanical connector. Temperature controlled soldering stations are recommended. Crimp only with manufacturer's recommended crimping tool having a controlled crimp cycle.
- .13 All wiring shall be executed in strict adherence to standard professional practices.

**11. EQUIPMENT IDENTIFICATION**

- .1 Identify all sound equipment and controls in a logical and consistent manner with permanently mounted nameplates and labels.
- .2 Label all input connectors, output connectors, patch bay points, and communications connections.
- .3 Label all other pertinent connectors.

- .4 Labels on connector box faceplates shall be engraved and filled or silk screened. Font shall be Bold Helvetica, 1/4" for panel designation and 3/16" for circuit numbers.
- .5 Label all equipment as per drawings, so that every patch point can be immediately associated with a specific piece of equipment.
- .6 All operating controls, switches, jacks, plugs shall be permanently marked in a clear logical manner utilizing engraved or screened letters, or lamacoid label strips. Dymo or similar label strips or hand printed labels are not acceptable.
- .7 Wall and Patch Panels:
  - .1 Each panel including microphone, line, loudspeaker, and control panel outlets shall be engraved and filled or silk screened to indicate the physical location of the outlet, its designation and the circuit numbers it terminates.
- .8 Cable:
  - .1 All audio and control system cables shall be individually, uniquely, logically and permanently marked by the Contractor.
  - .2 All cables shall be marked as documented on cable risers and system drawings. All spare cables shall be marked "spare" at both ends and numbered consecutively.
- .9 A "spare schedule" shall be provided on the risers indicating spare cable numbers, locations and types.
- .10 Labels on cables and all cable terminations shall be slip-on or other permanent sleeve. Cloth or vinyl type markers are not adequate and should be replaced by permanent type such as Brady DATAB and/or Panduit labels.
- .11 All wiring shall be properly identified in junction boxes and at terminal blocks and wherever accessible.

## **12. VERIFICATION TESTING: ELECTRONIC AND CABLE SYSTEMS**

- .1 All audio lines shall have both conductors and the shield measured (with a continuity tester) to ground to ensure that they are floating and insulated.
- .2 Polarity testing shall be performed on every cable in the system to ensure that uniform polarity is maintained throughout the system.
- .3 Submit a copy of all test results to the Theatre Consultant prior to final acceptance.
- .4 Include a copy of all tests and results in the system manual.

## **13. ADJUSTING - AUDIO SYSTEM**

- .1 All components of the sound and communications systems shall operate in a manner in keeping with professional standards.
- .2 Adjustments and tests are to be completed by the Contractor using test equipment provided at his expense.

## **14. VERIFICATION TESTING: AUDIO SYSTEM**

- .1 Listening tests
  - .1 Listening tests shall be performed by the City and shall be considered as criteria for system acceptance.
- .2 Submit a copy of all test results to the Theatre Consultant prior to final acceptance.
- .3 Include a copy of all tests and results in the system manual.

## **15. AS-BUILT DRAWINGS**

- .1 Provide as-built drawings and system manuals as noted in this section and as follows:
- .2 As-built Drawings shall include:
  - .1 Approval drawings, revised to reflect as-built changes.

- .2 Other drawings noted in this Section.
- .3 Any other diagram or information required for a complete description of the system(s).

## 16. GROUNDING

- .1 All conduits containing audio and visual systems wiring shall be permanently bonded to the electrical safety ground by others.
- .2 Tie line patches shall have continuous shield connections from one patch to another, with no permanent connection to audio ground.
- .3 All electronic equipment will exclusively receive its technical ground via the isolated ground conductor run to all AC outlets.
- .4 The shield connection on all inline XLR type connectors shall not be connected to the connector case.
- .5 All shielded signal cables shall have their shields isolated from both the conduit system and any other shielded cables. Shields shall be continuous from source to input points. Line level cable shields shall be connected at both ends. Microphone wiring shall have continuous shields from the microphone outlet to the console microphone input. No "doubling up" of ground points on multi-pin connectors or terminal blocks shall be allowed.
- .6 The shield connection on all panel mounted connectors shall not be connected to the panel. Panels shall be bonded to the backbox and conduit.
- .7 The shield of all cables connected to pieces of equipment shall be connected to the chassis of the piece of equipment and shall not connect to the zero volt audio (0VA) reference on the printed circuit board inside the device. This requires that the shield connection of the input and output connectors on every device be connected directly to the chassis of the device.
- .8 The contractor shall make note of equipment in which the shield connection of the input and/or output connectors is connected to the 0 volt reference on the printed circuit board inside the device. The contractor shall notify the Theatre Consultant before installing the offending equipment to discuss options for custom adapter cables to solve this problem.


**EXHIBIT B - DRAWINGS AND SCHEDULES****1. DRAWINGS LIST**

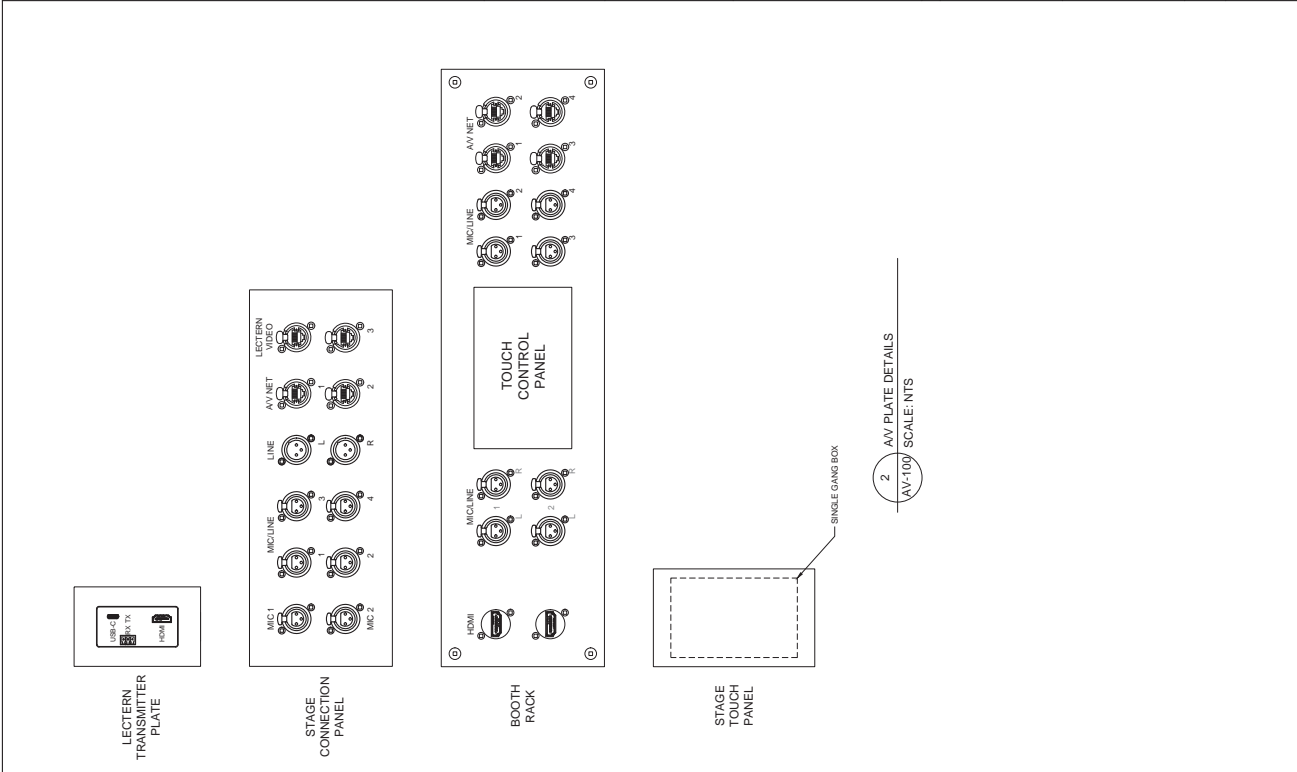
- .1 This drawings list is included here for convenience only.
- .2 System drawings are functional drawings only. They are intended to show the general signal flow through the system, and are not intended to show every required interconnection. Floor plans and Elevations are provided as a reference only. Critical distances and measurements must be verified through site measurement by the Contractor.
- .3 The drawings listed below may apply particularly to one section: the Contractor will consider each drawing in conjunction with all other drawings.
- .4 Theatrical Audio/Video System Drawings (all 22"x34"):
  - .1 TA-100 Block Diagram and Plate Details, dated 2018-01-08
  - .2 AV01 Cover and Conduit Riser, dated 2018-01-05
  - .3 AV02 Floorplan Level 8, dated 2018-01-05
  - .4 AV03 Floorplan Level 9, dated 2018-01-05
  - .5 AV04 Elevations and Details, dated 2018-01-05
  - .6 AV05 Block Diagrams, dated 2018-01-05

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- .3 While the drawings listed below may apply particularly to one section, they must still be considered in conjunction with all other drawings
- .4 Theatre Audio/Video System Drawings (all 22"x34"):
  - .1 TA-100 Block Diagram and Plate Details, dated 2018-01-08
  - .2 AV01 Cover and Conduit Riser, dated 2018-01-05
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  - .4 AV03 Floorplan Level 9, dated 2018-01-05
  - .5 AV04 Elevations and Details, dated 2018-01-05
  - .6 AV05 Block Diagrams, dated 2018-01-05

FOR CO-ORDINATION ONLY		 <p><b>THEATRE DESIGN + CONSULTING</b> CREATING SPACES THAT PERFORM</p> <p>#485-425 Canal Street, Vancouver BC, Canada, V6N 1S7 Tel: 604.681.6052 info@dw-d.com</p> <p><i>Copyright Reserved</i> These drawings and specifications are the ideas, designs and exclusive property of DWD Theatre Design + Consulting and must not be reproduced, copied, altered, or used in whole or in part without the express written consent of DWD Theatre Design + Consulting. Any use of these drawings or specifications shall constitute an admission of acceptance of the drawings and specifications as shown and shall be held in accordance with the provisions of the applicable code and regulations. The client shall be responsible for obtaining all necessary permits and approvals from the authorities prior to the construction and construction thereof.</p>	
00	2018-01-09	For client review	Project: <b>Vancouver Public Library</b>
Drawing Title: <b>Block Diagram and Plate Details</b>			
Drawn: RP Checked: Approved:	Date: 2018-01-09 Scale: N.T.S. Phase:		
Drawing No.:		Sheet Size: 22x34	
		TA-100	



STAGE TOUCH PANEL

A diagram of a portable media player with various features indicated by icons and labels. The features are arranged in two rows. The top row includes: FIELD CONNECTION (represented by a wavy line icon), SPEAKER (represented by a speaker icon), VIDEO PROJECTOR (represented by a projector icon), VIDEO CAMERA (represented by a camera icon), DISPLAY MONITOR (represented by a monitor icon), PROJECTION SCREEN (represented by a screen icon), REMOTE AV SOURCE (represented by a remote control icon), MICROPHONE (represented by a microphone icon), KEYPAD (represented by a keypad icon), and TOUCHSCREEN CONTROL PANEL (represented by a touchscreen icon). The bottom row includes: CONTROL (represented by a control button icon).

Drawing Symbol	Description	Cable Type	Notes
AV/NET	A/V Network	Belden 7832	Max length: 100m
SP4	Speaker Cable	Belden 10070B	
HD/ST	HD base T	Belden 7832	Max length: 100m
LINE	XLR Line Level	Belden 18070B	
HD/MI	HDMI	Belden 1021001	Max Length: 5m

Q - INDICATES WIRE TYPE + QUANTITY

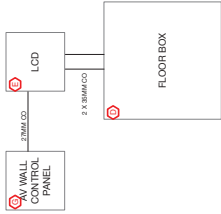
Q - INDICATES WIRE TYPE + QUANTITY

**DRAWING LIST**  
AV01 COVER AND CONDUIT RISER  
AV02 LEVEL 8 FLOORPLAN  
AV03 LEVEL 8 FLOORPLAN  
AV04 ELEVATIONS AND DETAILS  
AV05 BLOCK DIAGRAMS

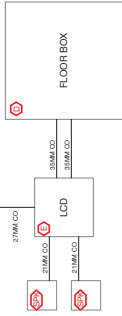
**NOTES**

ALL CONDUIT IS EMT  
PROVIDE NYLON BUSHINGS ON ALL CONDUIT STUBS  
PROVIDE PULLSTRINGS IN ALL CONDUIT  
PROVIDE COVER PLATES FOR ALL BOXES  
AV CONTROL SHALL PROVIDE AUDIO AND VIDEO  
CONNECTOR PLATES WHERE REQUIRED

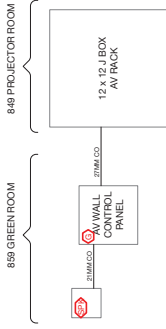
1	FLOOR BOX LIBRARIAN EVOLUTION 6- GANG	SEE ELECTRICAL DRAWINGS
2	CONDUIT RISER DISPLAY MOUNT LOCATION 1-DUPLEX 1-20" BOX FOR AV CABLE WITH 2-1/2" IN DEEP 150MM AFF UNLESS NOTED	2-3.5MM CONDUIT TO FLOOR 2-3.5MM CONDUIT TO FLOOR
3	WALL SPEAKER LOCATION 1-GANG BOX WITH 21MM CONDUIT 400MM AFF UNLESS NOTED	21MM CONDUIT
4	WALL MOUNT AV INPUT PLATE 2-GANG BOX WITH 2-35MM CONDUIT 2-1/2" IN DEEP 400MM AFF UNLESS NOTED	2-3.5MM CONDUIT 2-3.5MM CONDUIT
5	CEILING SPEAKER LOCATION 1-GANG BOX WITH 2-35MM CONDUIT 2-1/2" IN DEEP 150MM AFF UNLESS NOTED	2-3.5MM CONDUIT 2-3.5MM CONDUIT
6	AV WALL CONTROL PANEL 2-GANG BOX WITH 2-35MM CONDUIT 2-1/2" IN DEEP 130MM AFF UNLESS NOTED	2-3.5MM CONDUIT 2-3.5MM CONDUIT



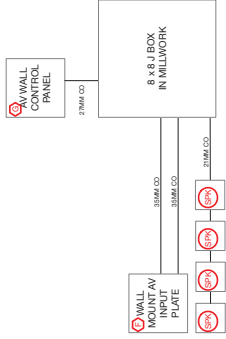
1 CONDUIT RISER 812  
NTS



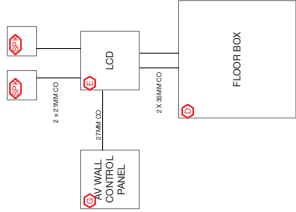
2 CONDUIT RISER TYPICAL 814, 824, 851, 853, 917, 918  
NTS



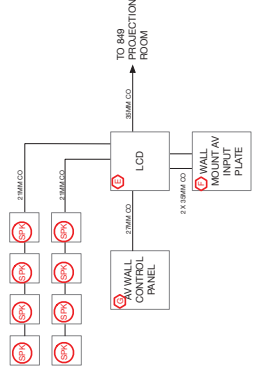
3 NOT USED  
NTS



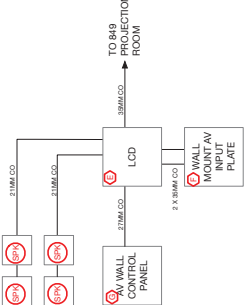
4 CONDUIT RISER 812  
NTS



5 CONDUIT RISER 899 AND 849  
NTS



6 CONDUIT RISER 910  
NTS



7 CONDUIT RISER TYPICAL 916  
NTS

8 CONDUIT RISER 919  
NTS

9 CONDUIT RISER 800  
NTS



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NO	DATE	REVISIONS
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2	2017-10-19	ISSUED FOR COORDINATION
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THEATRE DESIGN & CONSULTING  
CREATING SPACES THAT PERFORM



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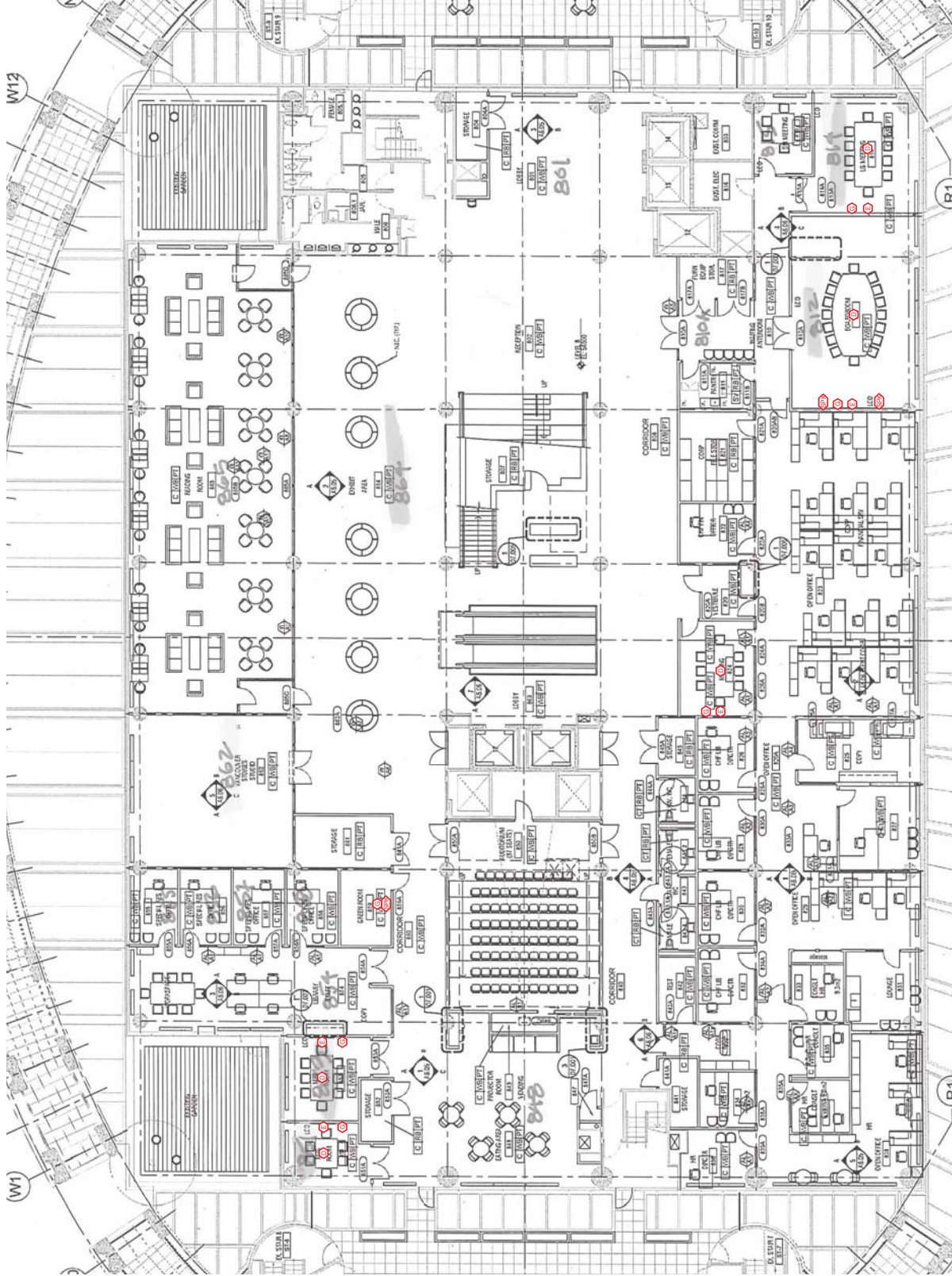
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2017-12-19	ISSUED FOR COORDINATION	

LIBRARY SQUARE LEVEL 8 & 9  
AUDIO VISUAL SYSTEMS

FLOORPLAN  
LEVEL 8

AV02

PROJECT #	SS
SCALE	DATE
AS NOTED	2018-01-05



1 LEVEL 8 FLOORPLAN  
NTS

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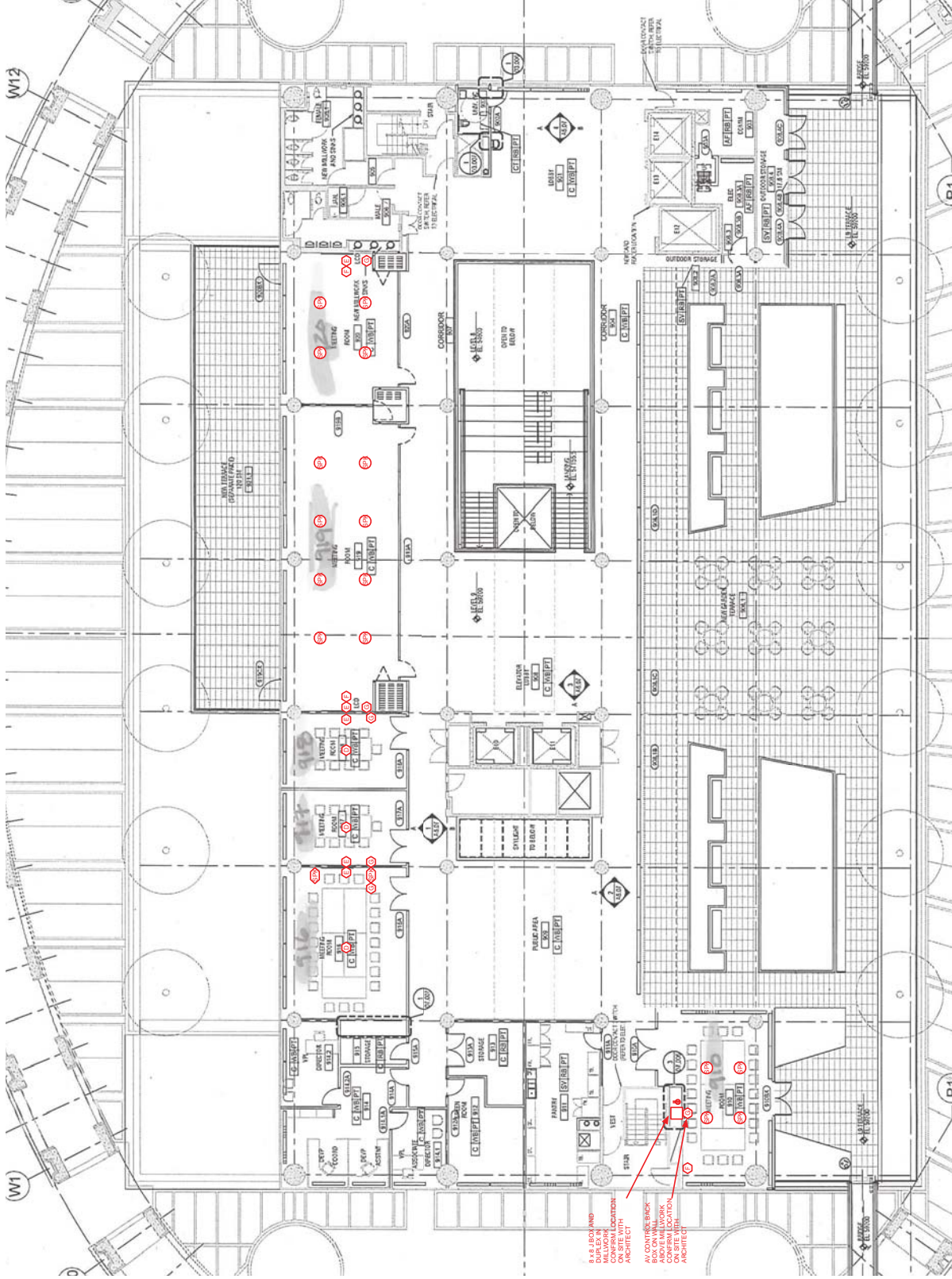
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2018-01-05	ISSUED FOR REVIEW	
2017-10-19	ISSUED FOR COORDINATION	

LIBRARY SQUARE LEVEL 8 & 9  
AUDIO VISUAL SYSTEMS

FLOORPLAN  
LEVEL 9

AV03

PROJECT #	DATE	ISSUED
AS NOTED	2018-01-05	SS



1. RED CIRCLE AND  
DUPLICATE  
CONTRACT LOCATION  
ON SITE WITH  
ARCHITECT

2. RED CIRCLE AND  
DUPLICATE  
CONTRACT LOCATION  
ON SITE WITH  
ARCHITECT







REQUEST FOR QUOTATIONS NO. PS20180871  
SUPPLY, DELIVERY, AND INSTALLATION OF THEATER AUDIO-VIDEO SYSTEMS TO VANCOUVER PUBLIC  
LIBRARY (CENTRAL LIBRARY BRANCH)  
APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of \_\_\_\_\_(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_(vendor name).

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

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

**APPENDIX 3 – FORM OF AGREEMENT**

---

# SUPPLY AGREEMENT

BETWEEN:

< SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO < >

DATED < >

## SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[redacted]>

BETWEEN:

<[redacted]**SUPPLIER NAME**>, a <[redacted]corporation> organized under the laws of <[redacted]> and having an office at <[redacted]>

(hereinafter referred to as the "Supplier")

AND:

**CITY OF VANCOUVER**, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of <[redacted]>;

AND WHEREAS the City wishes to procure <[redacted]> from the Supplier upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.



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## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **"Background IP"** has the meaning ascribed thereto in Section 14.4;
- (c) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (e) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule F or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (f) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (g) **"Competent Authority"** means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (h) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - (i) this Agreement; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
  - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
  - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
  - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
  - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
  - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- 
- (i) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;
  - (j) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
  - (k) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
  - (l) **"Delivery"** means the completion of delivery of goods or products ordered in a particular purchase order, in accordance therewith and herewith;
  - (m) **"Delivery Date"** has the meaning ascribed to such term in Section 3.6(a);
  - (n) **"Delivery Location"** has the meaning ascribed to such term in Section 3.6(a);
  - (o) **"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the

Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

- (p) **"Effective Date"** has the meaning ascribed to such term in Section 2.1;
- (q) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (r) **"Environmental Law"** means any Law which imposes any obligations relating to:
  - (i) the protection, management, conservation or restoration of the natural environment;
  - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
  - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (s) **"Force Majeure"** means, exhaustively, any:
  - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (t) **"Good Industry Practice"** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (u) **"Group"** means:
  - (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;

- (B) all persons that directly or indirectly control or are controlled by the Supplier; and
  - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (ii) in respect of the City, the group constituted from time to time by:
  - (A) the City; and
  - (B) all bodies corporate directly or indirectly controlled by the City.
- (v) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (w) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (x) **“Key Project Personnel”** means the persons named in Schedule G (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (y) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (z) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which, as of the Effective Date, is **\$20.62** per hour, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (aa) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Supplier in writing;
- (bb) **“Living Wage Employee”** means any and all employees of the Supplier and Subcontractors of the Supplier that perform any part of the Supply on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;

- (cc) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (dd) **"Other City Entity"** means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;
- (ee) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (ff) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;
- (gg) **"Preferred Supplier"** means a person named in Schedule E;
- (hh) **"Proposal"** means the Supplier's proposal dated <img alt="redacted" data-bbox="598 315 625 328"/>, submitted by the Supplier to the City in response to the RFP;
- (ii) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (jj) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (kk) **"RFP"** means the City's Request for Proposal number PS<img alt="redacted" data-bbox="655 492 682 505"/>;
- (ll) **"Safety Incident"** means:
- (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
  - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (mm) **"Sales Tax"** has the meaning ascribed to such term in Section 16.1;
- (nn) **"Site"** means a City building or other City worksite at which any part of the Supply shall be performed, which Sites are expected to include those listed in Schedule H.
- (oo) **"Social Enterprise"** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (pp) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (qq) **"Subcontractor"** means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

- (rr) **"Supplier's Manager"** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (ss) **"Supply"** means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (tt) **"Taxes"** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (uu) **"Time(s) for Completion"** means the time(s) stated in Schedule D by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (vv) **"Variation"** has the meaning ascribed to such term in Section 3.11(a); and
- (ww) **"WCA"** means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

## 1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.



### 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

### 1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Time Schedule for Supply
Schedule E	Preferred Suppliers

Schedule F	City Policies
Schedule G	Key Project Personnel
Schedule H	Site

## ARTICLE 2 EFFECTIVENESS

### 2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

### 2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

## ARTICLE 3 SUPPLY; GENERAL TERMS

### 3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City at the Sites directed by the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or

from the descriptions of proposed services, conveniences, materials or features in the Proposal.

- (e) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

### **3.2 Application to Prior Acts**

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

### **3.3 Sufficiency and Competence of Personnel**

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

### **3.4 Standards and Requirements**

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services) and Schedule D (Time Schedule for Supply), and the instructions of the City;
- (c) the City Policies; and
- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.4(a) to 3.4(d) in the order of priority in which such standards or requirements are listed (with Section 3.4(a) being of highest priority).

### **3.5 Consents**

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

### 3.6 Goods Orders

- (a) Notwithstanding any other provision hereof, the City shall not order any goods or materials hereunder except pursuant to a written purchase order, which must:
  - (i) be given in writing;
  - (ii) refer to this Agreement;
  - (iii) specify the goods and materials ordered; and
  - (iv) specify a date pre-agreed upon by the Supplier and the City by which the goods and materials ordered pursuant to the purchase order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered (the "Delivery Location"), provided that the Delivery Location for each order must be a Site.


### 3.7 Delivery Requirements

- (b) The Supplier shall pack, transport and supply all goods and materials forming part of the Supply in accordance with all:
  - (i) manufacturer recommendations and requirements;
  - (ii) generally accepted industry standards and practices; and
  - (iii) applicable Laws.
- (c) The Supplier shall ensure that all goods and materials are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- (d) The Supplier shall deliver all goods or materials ordered by the City hereunder to the applicable Delivery Location by the applicable Delivery Date.
- (e) Delivery of the goods or materials specified in a purchase order shall be complete only upon the completion of their unloading at the Delivery Location and their installation and setup by the Supplier to the satisfaction of the City.
- (f) Each shipment of goods or materials shall be accompanied by a delivery document from the Supplier showing the purchase order number, the date of the purchase order, the type and quantity of goods or materials included in the shipment, and, in the case of an order being delivered by instalments, the outstanding balance of goods or materials remaining to be delivered.
- (g) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant goods or materials, and any such return shall be at the Supplier's expense.
- (h) In respect of any goods or materials that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

### 3.8 Rejection of Defective goods or materials

- (a) The Supplier shall test all goods and materials prior to their delivery to the City to confirm they function correctly, and as intended, except for goods and materials that are delivered directly to the City and are not configured by the Supplier.
- (b) If any goods or materials delivered to the City do not comply with Schedule A or the Proposal, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those goods or materials and:
  - (i) require the Supplier to remove the rejected goods or materials from any facility or work site of the City at the Supplier's risk and expense within ten Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected goods or materials at the Supplier's risk and expense within 20 Business Days of being requested to do so; and
  - (iii) claim damages for any costs, expenses or losses resulting from the Supplier's delivery of goods or materials that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.8 are in addition to the rights and remedies available to it under other sections of this Agreement and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement goods or materials supplied by the Supplier pursuant to Sections 3.8 or 3.9.

### 3.9 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of  years from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.

- (f) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.9 or to evidence the Supplier's compliance with this Section 3.9, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.9.

### 3.10 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

### 3.11 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or a time expressed in Schedule D (Time Schedule for Supply), shall constitute a "Variation" and shall be governed by and subject to this Section 3.11.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
  - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
  - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.11(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.

- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

### 3.12 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If a Defect appears the testing described in the foregoing Section 3.12(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.12(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

### 3.13 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its delivery and installation to any part of the Site>; and
  - (iii) its incorporation into a good or work supplied by the Supplier.
- (c) The risk in goods, products or materials delivered to the City hereunder shall pass to the City on Delivery.
- (d) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.

- (e) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) Notwithstanding the foregoing provisions of this Section 3.13, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the relevant Supply to the satisfaction of the City.

### **3.14 Living Wage**

- (a) Subject to Section 3.14(b), it is a condition of this Agreement that, for the duration of the Term the Supplier pays all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding Section 3.14(a), the Supplier has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- (c) The Supplier shall ensure that the requirements of Section 3.14(a) apply to all Subcontractors.
- (d) A breach by the Supplier of its obligations pursuant to Sections 3.14(a) and (c) shall constitute a material breach by the Supplier of this Agreement that shall entitle the City to terminate this Agreement in accordance with Section 12.2(c).
- (e) The Supplier shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
  - (i) the number of Living Wage Employees of the Supplier and each Subcontractor who were paid a Living Wage pursuant to this Section 3.12 during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Supplier pursuant to this Section 3.12; and
  - (ii) the total incremental costs incurred by the Supplier, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this Section 3.12 to pay a Living Wage to the Living Wage Employees described in Section 3.12(e)(i).

## **ARTICLE 4 PREFERRED SUPPLIERS**

### **4.1 Procurement of Supplies**

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule E (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and



- (b) where no particular materials and/or services are specified in Schedule E (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

#### 4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

#### 4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule E (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

### ARTICLE 5 CONTRACT MANAGERS



#### 5.1 City's Managers

- (a) The City hereby designates each of <img alt="redacted" data-bbox="515 855 535 875"/> and <img alt="redacted" data-bbox="585 855 605 875"/> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance

herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.

- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

## 5.2 Supplier's Managers

- (a) The Supplier hereby designates each of  and  as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

## 5.3 Designation of New Managers



The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

# ARTICLE 6

## SUPPLIERS' WARRANTIES AND COVENANTS

## 6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a  duly organized, validly existing and in good standing under the laws of  and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;

- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

## **6.2 General Health and Safety-Related Acknowledgements and Covenants**

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and

### 6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

### 6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
  - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
  - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
  - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
  - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

## 6.5 Further Covenants Regarding the Sites

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

## 6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

## 6.7 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

## ARTICLE 7 PERSONNEL

### 7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

### 7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

### 7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
  - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
  - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
  - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;

- (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
  - (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
  - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

## **ARTICLE 8 REPORTING**

### **8.1 Progress Reports**

- (a) Periodic progress reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City, each within seven days after the last day of the period to which it relates.

### **8.2 Assistance regarding Reporting Requirements**

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

## **ARTICLE 9 PAYMENT; AUDITS**

### **9.1 Payment to the Supplier**

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:

- (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
  - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia)) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

## 9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
  - (ii) an itemized list of the amounts owing;
  - (iii) the invoice date and the time period to which the invoice relates;
  - (iv) a description of the portion of the Supply to which the invoice relates;



- (i) the total amounts payable under the invoice and details of any applicable taxes;
  - (ii) all supporting documentation relating to disbursements; and
  - (iii) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

### 9.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca), or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

### 9.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

### 9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

### 9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other

auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and

- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

## **9.7 Set Off**

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

## **ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY**

### **10.1 Scheduled Items**

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

### **10.2 Other Information**

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

### **10.3 Decisions in Writing**

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

### **10.4 Access to the Site**

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

**ARTICLE 11**  
**LIABILITY AND INSURANCE**

**11.1 Covenants of Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
- (i) any:
    - (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
    - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
    - (C) damage to the natural environment, including any remediation cost recovery claims;
    - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
    - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
    - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
    - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
    - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
    - (I) breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
  - (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:

- (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

## 11.2 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

## 11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
  - (i) approval by any relevant insurers (without prejudice to Section 11.3(f); and
  - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):

- (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
  - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
  - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or
  - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
  - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
  - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;
- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and

- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

#### **11.4 Insurance**

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards: 1) commercial general liability insurance with coverage of not less than \$2 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City; 2) at least \$2 million of Professional Liability (Errors and Omissions) Insurance, per Claim, and at least \$2 million of annual aggregate coverage; and at least \$5 million Third Party Vehicle Liability Insurance coverage.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4(a).
- (d) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.4 have been taken out and are being maintained.

### **ARTICLE 12 FORCE MAJEURE; TERMINATION**

#### **12.1 Force Majeure**

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;

- (iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 15 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 15 days.

## 12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
  - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or

- (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

### 12.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

### 12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
  - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$100, in aggregate, save in circumstances in which the City reasonably



claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.

- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

## **12.5 Other Surviving Rights and Liabilities of Parties**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.9 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

## **ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING**

### **13.1 Assignment**

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

### **13.2 Subcontracting**

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

## ARTICLE 14 INTELLECTUAL PROPERTY

### 14.1 Assignment

The Supplier acknowledges and agrees that the City is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Supplier shall assign and hereby assigns to the City all right, title, and interests in and to the Documentation, including, without limitation, all existing and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in the City by operation of law or under this Agreement, subject to Section 14.2, the Supplier holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the City and grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

### 14.2 Further Assistance

If and to the extent that any of the right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, is not assigned automatically or immediately to the City under Section 14.1, the Supplier undertakes, at the expense of the City and at any time either during or after this Agreement upon request from the City (notwithstanding that the City may do so in its own name and at its own cost), to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the City, be necessary or desirable to vest all right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in the City and to register them in, the name of the City and otherwise to protect and maintain such right, title, and interest. The Supplier further agrees to cooperate fully with the City both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Documentation or to obtain or enforce patent, copyright, trade secret, or other protection for the Documentation. The Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by the City.

### 14.3 Supplier Undertakings and Representations and Warranties

- (a) The Supplier undertakes:
  - (i) to notify the City in writing of the full details of Documentation promptly upon its creation;
  - (ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in ARTICLE 12), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
  - (iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and

- (iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.
- (b) The Supplier represents and warrants to the City that:
  - (i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;
  - (ii) it has not given, and shall not give, to the City, nor shall it use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;
  - (iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;
  - (iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
  - (v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

#### 14.4 Background Intellectual Property

Notwithstanding and superseding anything to the contrary in this ARTICLE 14, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement ("**Background IP**"). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such first Party shall assign such right, title, and interest to the second Party, immediately following such acquisition. If any of the Supplier's Background IP is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City's Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Supplier's Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

#### 14.5 Supplier Employees' and Subcontractors' Rights

The Supplier:

- (a) warrants that the Supplier's employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;

- (b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 14.5(a); and
- (c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 14.5(a).

#### **14.6 No Additional Remuneration**

The Supplier acknowledges that, except as provided by Law, no further remuneration or compensation (beyond that expressly provided for in this Agreement) is or may become due to the Supplier in respect of the performance of its obligations under this ARTICLE 14.

### **ARTICLE 15 PRIVACY; CONFIDENTIALITY**

#### **15.1 Freedom of Information and Protection of Privacy Act**

The Supplier acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

#### **15.2 No Promotion**

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

#### **15.3 Confidentiality Obligations**

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "**Permitted Purpose**"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

#### **15.4 Disclosure to Representatives**

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

#### **15.5 Disclosures Required by Law**

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the

Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

## **15.6 Other Disclosures by the City**

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

## **15.7 Interpretation; Enforcement and Survival**

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

## **ARTICLE 16 TAXES**

### **16.1 Taxes for Own Accounts**

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "**Sales Tax**") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

### **16.2 Withholding Taxes**

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

## **ARTICLE 17 DISPUTE RESOLUTION**

### **17.1 Optional Procedure**

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

### **17.2 Arbitration**

In the event that Parties agree to arbitration pursuant to Section 17.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

## **ARTICLE 18 MISCELLANEOUS**

### **18.1 Time of the Essence**

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

### **18.2 Costs**

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

### 18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

### 18.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

### 18.5 Amendments and Waiver

Subject to Section 3.11, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

### 18.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including, as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

- (i) if to the Supplier:

<📧Supplier Name>

<📧address>

Attention: <📧>

Facsimile: <📧>

Email: <📧>

- (ii) if to the City:

**City of Vancouver**  
 <img alt="redacted" data-bbox="295 135 315 145"/> **Department**>  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, BC V5Y 1V4

Attention: <img alt="redacted" data-bbox="395 195 415 205"/>

Facsimile: <img alt="redacted" data-bbox="395 210 415 220"/>

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
  - (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
  - (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

## 18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - (i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.



### **18.8 Further Assurances**

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

### **18.9 Severance**

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

### **18.10 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

### **18.11 Independent Legal Advice**

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.12 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

<🖨️SUPPLIER NAME>

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

CITY OF VANCOUVER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

SCHEDULE A -  
SCOPE OF GOODS AND SERVICES

<🔒 The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.>

<u>ITEM</u>	<u>DESCRIPTION</u>
<🔒 Good Name 1 >	<🔒 Description 1.>
<🔒 Good Name 2>	<🔒 Description 2.>
<🔒 Good Name 3>	<🔒 Description 3.>
<🔒 Service 1 (e.g., installation)>	<🔒 Description 3.>
<🔒 Service 2 (e.g., maintenance) >	<🔒 Description 3.>

**SCHEDULE B -  
PRICES FOR SUPPLY**

<The contents of this schedule should be comprehensive, detailed and tied to the descriptions of Supply in Schedule A.>

<u>ITEM</u>	<u>PRICE/UNIT</u>
<Good Name 1>	\$<> per <> [unit type]>
<Good Name 2>	\$<> per <> [unit type]>
<Good Name 3>	\$<> per <> [unit type]>
<Service 1 (e.g., installation)>	\$<> per <> [unit type]>
<Service 2 (e.g., maintenance) >	\$<> per <> [unit type]>
All obligations of the Supplier described in the Agreement and not specifically listed above in this table, or for which no separate price is given.	None. (The cost of the discharge of such Supplier obligations is included in the prices set forth above.)

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**PAYMENT SCHEDULE**

Description of Milestone	Percentage of contract price due

SCHEDULE C -  
ITEMS TO BE PROVIDED BY THE CITY

<📄NTD: List in as much detail as appropriate the personnel, equipment, facilities, services and information to be provided by the City.>

SCHEDULE D -  
TIME SCHEDULE FOR SUPPLY

<📅NTD: To describe the time for the completion of the Supply and any applicable milestones to be achieved by particular dates prior to the completion of the Supply.>

SCHEDULE E -  
PREFERRED SUPPLIERS

<📎NTD: Include details if applicable. If not, write "None.">

**SCHEDULE F -  
CITY POLICIES**

1. The City's Supplier Code of Conduct.
2. The City's Living Wage Policy.



SCHEDULE G -  
KEY PROJECT PERSONNEL

SCHEDULE H -  
SITE



**APPENDIX 4 – CERTIFICATE OF EXISTING INSURANCE**



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

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

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:* \_\_\_\_\_

8. **OTHER INSURANCE**

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

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

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