



REQUEST FOR PROPOSAL NO. PS10055

CONSULTANT FOR ARCHITECTURAL SERVICES - VANCOUVER POLICE
DEPARTMENT RENOVATION AND RELOCATION

Proposals will be received in the City of Vancouver's ("City's") Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M., Purchasing Services Office Clock Time (as defined in Note 2 below), March 16, 2010 and publicly opened and registered at 11:00:00 A.M. March 17, 2010.

NOTES:

1. Proposals are to be submitted in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days from 8:30 am to 4:30 pm Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFP shall be submitted

in writing to the attention of:

Jim Lowood, C.P.P.

Contracting Specialist

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 Overview

1.1 This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent to provide architectural services for both the renovation and relocation of existing and new facilities, as well as, construction of new facilities for the Vancouver Police Department (“VPD”). The City of Vancouver (“City”) is requesting Proposals from interested firms with expertise in services for law enforcement projects, laboratory projects, and large scale office renovation projects. The successful Proponent’s work on this project will consist of but is not limited to:

- Interior design
- Schematic design
- Structural design for new and existing buildings
- Design development
- Signage and graphics at all newly constructed and renovated areas
- Construction documents
- Record drawings
- Construction contract administration
- Building Code analysis and review
- Inventory of the present furniture on all sites for possible inclusion in future furniture layouts
- Confirmation of all on-site existing conditions prior to commencement of design and construction
- Budget review and evaluation
- Coordination of the required Sub-Consultant team

1.2 The City will consider Proposals that meet either all or part of the requirements (the “Requirements” as described in Schedule A - Requirements). The successful Proponent will be the Proponent who offers the best value, which will be assessed as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.

1.3 The successful Proponent will be required to assemble a consulting team consisting of the Proponent and Sub-Consultants who are qualified to undertake the work and are acceptable to the City. The successful Proponent will enter into contracts with such Sub-Consultants. It is anticipated that the work will require at least the following disciplines: interior design, structural, mechanical, electrical, lab and acoustic consultants as well as expertise in building and other applicable codes. The Proponent should include any other consultants the Proponent considers to be appropriate for the project. A Civil Engineer consultant is not required as part of the base team, but it would be advisable to have these consulting services available at an hourly rate if needed.

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- 1.4 The City will hold a site visit (the “Site Visit”) for all Proponents followed by a Proponents’ Informational Meeting (“Informational Meeting”) at the following locations and times:

Date: March 2, 2010

Time: 10:00 AM

Location: Vancouver Organizing Committee Office Headquarters
3585 Graveley Street
Vancouver, B.C.

Followed by a second Site Visit and Information Meeting to be held:

Date: March 2, 2010

Time: 1:30 PM

Location: Vancouver Police Department
2120 Cambie Street
Vancouver, B.C.

Prior to attending the two Site Visits and Informational Meeting the Proponents will be required to read, understand and sign a Non-Disclosure Agreement. The Non-Disclosure Agreement is attached as Appendix 7.

The Site Visit and Informational Meeting will include: an overview of the RFP Requirements; and an overview of the background documents and process. This meeting will also enable Proponents to seek clarification on RFP issues in a communal forum.

- 1.5 All prospective Proponents are to pre-register for the Site Visit and Informational Meeting by submitting an Informational Meeting Attendance Form (Appendix 1) by fax to 604-873-7057 or e-mail to purchasing@vancouver.ca by March 1, 2010.
- 1.6 Proponents are encouraged to pre-read this RFP and submit any questions relating to this RFP document to the contact person listed on the cover page prior to the Site Visit and Informational Meeting.
- 1.7 The City will in good faith attempt to give accurate verbal responses to questions during the Site Visit and Informational Meeting but Proponents are advised that they may only rely on the formal written response/summary to be issued by the City following the Site Visit and Informational Meeting. The formal written response/summary will be issued by the City as soon as possible and will be posted to the City’s website as outlined in Part B - Instructions to Proponents.

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2.0 Background

2.1 City of Vancouver

The City of Vancouver, with a population of approximately 560,000 lies in a region of more than two (2) million people. Vancouver is the largest city in the province of British Columbia and the third largest metropolitan area in Canada. As the main western terminus of Canada's transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation's largest industrial centres.

Vancouver is consistently rated as one of the most liveable cities in the world and is host city of the 2010 Olympic and Paralympic Winter Games.

- 2.2 The VPD is one of the largest municipal forces in Canada and recognized as an innovator in Canadian law enforcement. The VPD's mission statement is "In fulfillment of its public trust, the VPD maintains public order, upholds the rule of law and prevents crime."

The condition of the VPD facilities was identified as a serious issue in the "Vancouver Police Department Strategic Plan 2008-2012", available at <http://vancouver.ca/police/assets/pdf/vpd-strategic-plan-2008-2012.pdf>. The VPD has experienced challenging working conditions for many years at the current facilities at 312 Main Street ("312 Main") and at 5 East 8th Avenue ("5 East 8th"). Workspace crowding and health concerns, operational risks as well as overall infrastructural instability have been some of the issues identified. The building at 312 Main is a particular concern as its condition is a detriment to the VPD's ability to respond to a natural or man made disasters and this would adversely affect their consequence management. While the City and the VPD agree that it is important to maintain a needed presence in the Downtown Eastside of Vancouver at 312 Main, it was determined that its continued use as a headquarters building was not sustainable.

The current police department location at 312 Main has been operational since 1954. The building no longer meets standards acceptable for public and police facilities and can no longer accommodate additional renovations and staff. This building has critical infrastructure issues that may put at risk the health and safety of employees and jeopardizes the sustainability of the building itself. The location at 312 Main has deteriorated to a state where continued occupancy is no longer viable nor cost effective. It has become evident that this location is no longer a viable location for the many departments that encompass the VPD.

The location at 5 East 8th was acquired in 2000 to house several smaller departments within the VPD. At that time it was believed that this building would be a viable location and provide sufficient space for ten (10) years. But increased demands for service, growing numbers of staff and increased space and power needs for required technological equipment have filled the building

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to capacity. Overcrowding, lack of suitable quarters for staff and inadequate backup power are also concerns.

The VPD has attempted to overcome these issues and other issues such as the closure of the Oakridge branch by leasing the location at 2120 Cambie Street (“2120 Cambie”) from the Insurance Corporation of British Columbia (“ICBC”). This building was designed as an office building and lacks space, backup power, security and parking (the VPD does not have control or exclusive use of the parkade), and is not suited to meet the current and future needs of the VPD. Significant renovations and additional space would be required in order for the site at 2120 Cambie to be suitable as a police building.

2.3 Purpose

The need for improvements to the facilities at 312 Main and at 5 East 8th has been identified as a priority for both the City of Vancouver Facilities Department (“Facilities”) and the VPD. For many years these concerned parties have been looking for suitable solutions for their facility and space needs.

As part of the federal four (4) billion dollar “Infrastructure Stimulus” fund announced on October 23, 2009, it was stated there would be funding allotted for upgrades to the City’s public safety facilities. This funding opportunity was presented to the City with the qualification that the projects would be completed by the end of March, 2011.

On January 18, 2010 it was announced the VPD would be occupying the City owned buildings that are presently occupied by the Vancouver Olympic Committee (“Vanoc”) near East 1st Avenue and Boundary Road in Vancouver. These buildings include the seven (7) storey building at 3585 Graveley Street (“Graveley”) and the two (2) storey building at 1570 Kootenay Street (“Kootenay”) in Vancouver. Together these buildings contain approximately 230,000 square feet and can be modified to suit VPD’s needs without significant renovations in many areas. Vanoc will be vacating these premises by May 31, 2010, with the exception of their offices on the third floor which they will vacate after October 31, 2010.

These buildings will allow the VPD to decrease its presence at 312 Main and vacate the premises at 5 East 8th. It was determined the majority of Administrative and Investigative sections from 312 Main and 2120 Cambie would be moved to the new locations at Graveley and Kootenay with the some Patrol units and the Property office staying at 312 Main.

The City intends to renovate the existing space on six (6) of the seven (7) floors at the Graveley location and the two (2) floors of the Kootenay location (approximately 230,000 square feet in total) and reconstruct to best suit the VPD’s needs. The City also intends to renovate approximately twenty five percent (25%) of the 2120 Cambie location to accommodate various department relocations within that facility. During and after construction one floor of the

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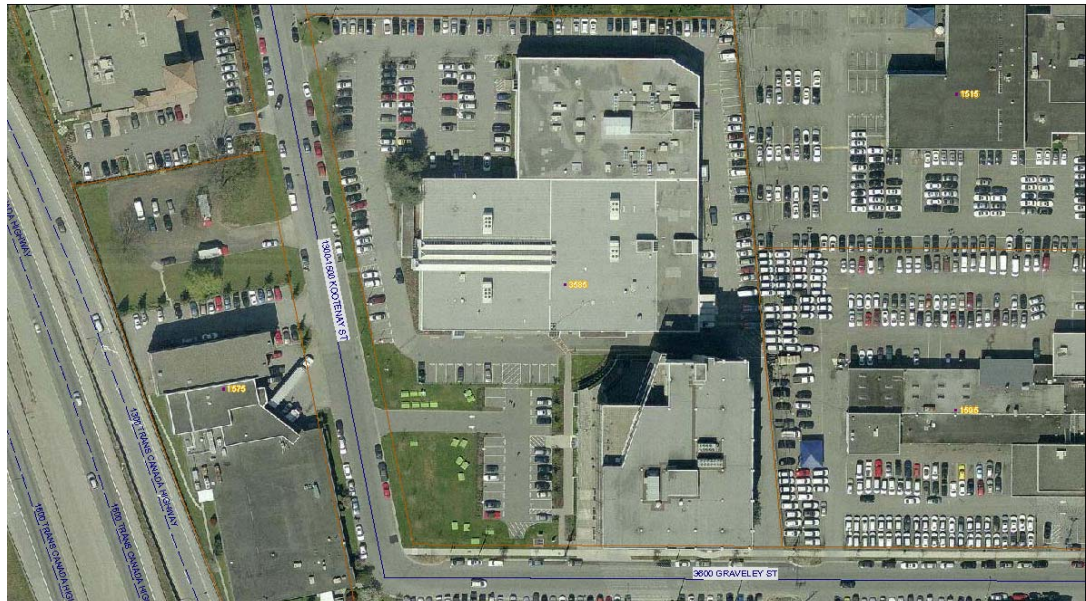
Graveley location will continue to operate as office space for a current tenant, therefore disruptions to this tenant are required to be kept to a minimum. The 2120 Cambie location must also continue to function as an active Police worksite during construction. No modifications to the existing building envelope are anticipated other than what may be required for any new equipment placed on and/or penetrating the roof or elsewhere through the building envelope. The Consultant will be required to inventory existing furniture at 312 Main, 2120 Cambie and 5 East 8th and together with City staff will determine if suitable for use at the new locations. At the Graveley and Kootenay locations the existing furniture has been purchased by the City and will be available within the new furniture layout plan.

The successful Proponent will represent an architectural firm that will oversee Contractors performing upgrades to existing and new locations, relocating existing workstations and facilities as well as constructing new facilities. The new locations include not only the Graveley and Kootenay sites but also a new Emergency Response Team garage facility near the 2120 Cambie location. At the Graveley and Kootenay locations the successful Proponent will be required to make changes that will not adversely affect the present buildings (Leader in Energy and Environmental Design (“LEED”) “C1 Silver Certification” for sustainability. The decommissioning of the present locations will be apportioned at a later date in subsequent Requests for Proposal and Invitations to Tender and as such are considered out of scope of this RFP.

2.4 Site Description

Vanoc is currently occupying the majority of the office space at 3585 Graveley Street and 1570 Kootenay Street near Boundary Avenue and East 1st Avenue in Vancouver. Included below is an aerial view of the two (2) buildings. Further information on the site will be available to Proponents during the Informational Meeting and Site Visit.

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Overhead view of 3585 Graveley Street and 1570 Kootenay Street, Vancouver

3.0 Objectives

- 3.1 The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in Schedule A - Requirements. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

4.0 Contractual Requirements

- 4.1 A sample of the City's Professional Services Agreement outlining the City's contractual requirements for payment, deliverables, professional liability, insurance, WorkSafeBC coverage and compliance, change orders, and all other relevant business issues and risk allocations is attached as Appendix 5. Proponents are requested to review and confirm as part of their Proposal that they are agreeable to and can meet the requirements of all of the terms of the sample Professional Services Agreement or if they consider any part of the sample Professional Services Agreement to be inconsistent with their Proposal, to suggest alternative contractual language in Schedule C - Deviations and Variations.

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NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part C) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.
- 1.2 Proponents are to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries are to be in written form only e-mailed to purchasing@vancouver.ca or faxed to 604.873.7057 to the attention of the contact person shown on the cover page no less than five (5) Business Days prior to the Closing Time. If required, an addendum will be issued and posted on the City's website.

3.0 Contract Requirements

- 3.1 The term of the Contract shall be as per timeline set out in the sample agreement attached as Appendix 5, Section 8.1.
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into a Contract substantially in accordance with the sample agreement provided as Appendix 5. If any of the terms set out in the sample agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal Form (Schedule C - Deviations and Variations).
- 3.4 While the City is not obligated to accept any alternatives, deviations or variations to the sample Professional Services Agreement, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

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4.0 Pricing

- 4.1 Prices quoted are to be exclusive of GST and PST, except where expressly requested.
- 4.2 Pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City.
- 4.3 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 Consortium Proposals

- 5.1 The City will consider a Proposal from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form. While the City will consider such a consortium Proposal, the City has a strong preference for Proposals submitted by a single firm who would act as a prime contractor and then supplies any required specialist expertise via Sub-Consultants, as the case may be.
- 5.2 A single person or company is to be identified as the Key Contact Person on the Proposal Form (Part C), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept or reject any consortium as proposed or choose to negotiate a contract with individual consortium members separately, or to negotiate for the selection of one consortium member as a prime contractor with the other members acting as Sub-Consultants. Each component of the consortium Proposal should be priced out individually.

6.0 Submission of Proposal

- 6.1 Proponents are to submit four (4) hard copies of their Proposal in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda each binder. Proponents should also submit one (1)

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electronic copy of their Proposal in the same format described above on CD. All copies are to be submitted in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and at the location shown on the title page of this RFP.

- 6.2 Only the English language may be used in responding to this RFP.
 - 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned unopened.
 - 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
 - 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Office, #320-555 West 12th Ave., East Tower, V5Z 3X7 and signed by the authorized signatory for the Proponent.
 - 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 7.0 Format of Proposal
- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
 - 7.2 Proponents should complete all forms included in this RFP, attaching any additional appendices that may be required. Proposals are to be arranged as follows:
 - a) Title Page: The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.
 - b) Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent understands the scope of the Requirements.
 - c) Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A - Legal Terms and Conditions included in this RFP in accordance with the instructions.

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- d) **Required Documents:** The Proponent is to attach any required documents described in Section 1.0 - Required Documents of the Proposal Form.
- e) **Schedules:** The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.
- f) **Added Value:** Proponents may submit Added Value services above and beyond the scope of work and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

9.0 Conflict of Interest

- 9.1 Proponent's are to ensure that:

- a) any and all conflicts or potential conflicts;
- b) any and all collusion, or appearance of collusion; and
- c) any and all corporate, individual and other entities affiliated with the Proponent who are registered as lobbyists under any lobbyist legislation in any jurisdiction in Canada or the United States of America, are fully and properly disclosed in Section 6.0 of Part C - Attachment A - Legal Terms and Conditions.

- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.

- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to its Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0 Opening of Proposals

- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

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11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria set out herein including, but not limited to:
- a) the Proponent's ability to meet the Requirements and the cost and/or expense for same;
 - b) proven experience in delivering a similar scope of work;
 - c) the Proponent's ability to deliver the Requirements when and where required;
 - d) the proposed plan of approach and work schedule;
 - e) compliance with the City's insurance requirements;
 - f) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel, financial stability, track record, and references of current and former customers;
 - g) environmental issues considered by the Proponent;
 - h) quality of Proposal, including any innovative concepts; and
 - i) any other criteria set out in the RFP or otherwise reasonably considered relevant.
- 11.2 The City may elect to short list Proponents in stages as deemed necessary.
- 11.3 Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, and/or furnishing additional technical data.
- 11.4 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.5 The City may request that any or all Sub-Consultants of the Proponent undergo the same evaluation process.

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12.0 Proposal Approval

- 12.1 Proposal approval may be contingent on funds being approved and the Proposal being approved by Vancouver City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.
- 12.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.
- 12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 12.5 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:
 - a) accept any Proposal;
 - b) reject any Proposal;
 - c) reject all Proposals;
 - d) accept a Proposal which is not the lowest Proposal;
 - e) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;
 - f) reject a Proposal even if it is the only Proposal received by the City;
 - g) accept all or any part of a Proposal; and
 - h) split the Requirements between one or more Proposals.

13.0 Quantities - Intentionally Omitted

14.0 Brand Names - Intentionally Omitted

15.0 Alternate Solutions

- 15.1 If in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

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16.0 Environmental Responsibility

- 16.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Consultant supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 16.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

17.0 Freedom of Information and Protection of Privacy Act

- 17.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's Consultants or Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

18.0 Confidentiality

- 18.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 18.2 This RFP is the property of the City. Copies may not be made or distributed without the prior written approval of the City's Manager of Supply Management.

19.0 Advertising

- 19.1 The approval of any Proposal and the signing of an Agreement does not allow a Proponent to advertise its relationship with the City, nor with the 2010 Olympics, in any way without the City's prior written authorization.

20.0 Non-Resident Withholding Tax

- 20.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least Thirty (30) days before commencing the service.

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21.0 Legal Terms and Conditions

21.1 No part of Part A - Introduction, nor this Part B - Instructions to Proponents, will be legally binding on the City or Proponent(s). All legal terms and conditions of the process contemplated by this RFP are contained in Part D - Proposal Form, including without limitation, Attachment A - Legal Terms and Conditions to the Proposal Form.

22.0 Non-Disclosure

22.1 Proponents will need to review certain classified material in electronic format and will have the opportunity to tour sensitive areas during the Informational Meeting and Site Visit to assist in finalizing their Proposals. Please follow the instructions in the Non-Disclosure Sheet, attached as Appendix 7; failure to follow the complete instructions may lead to the submission being set aside and given no consideration.

23.0 Security-Sensitive Materials

23.1 Proponents will need to review certain classified material relating to the VPD's and City's infrastructure in order to view sensitive materials that will be made available (see Appendix 9) and tour sensitive areas during the Informational Meeting and Site Visit, and to finalize their Proposals.

23.2 The procedure for the release of security-sensitive materials ("SSM") is as follows:

- (a) this RFP (without the SSM) is initially released;
- (b) upon submitting an Informational Meeting and Site Visit Attendance Form (Appendix 1) and the Non-Disclosure Agreement (Appendix 7), the City will conduct a basic review of the Proponent;
- (c) the City will issue a CD-ROM of SSM to the Proponent after such review is complete (note that SSM will be released in-person only), and any Proponent receiving SSM from the City will be required to sign acknowledgement of receipt on the terms of the Non-Disclosure Agreement (Appendix 7); and
- (d) the City will allow the Proponent to attend the Informational Meeting and Site Visit after such review is complete and any Proponent attending will be required to sign acknowledgement of receipt on the terms of the Non-Disclosure Agreement (Appendix 7).

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RENOVATION AND RELOCATION
PART B - INSTRUCTIONS TO PROPONENTS

- 23.3 The release of SSM to any Proponent will be governed by the non-disclosure terms and conditions of the Non-Disclosure Agreement [Appendix 7]. Proponents are advised to carefully review those terms and conditions. Failure to follow the complete instructions may lead to the submission being set aside and given no consideration.

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RENOVATION AND RELOCATION
PART C - PROPOSAL FORM

Proponent's Name: _____
"Proponent"

Mailing
Address: _____

Cheque Payable/Remit to
Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact
Person: _____ E-mail: _____

GST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License
Number: _____
(If your office is located in Vancouver)

WorkSafeBC Account
Number: _____

Dunn and Bradstreet
Number: _____

Attach additional pages immediately behind this page for Sub-Consultants, if applicable.

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the sample Professional Services Agreement and its Appendices (if any), now submits the following Proposal:

REQUEST FOR PROPOSAL NO. PS10055
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PART C - PROPOSAL FORM

1.0 Required Documents

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

Description	Required	Received
Certificate of Existing Insurance completed and signed in the form set out in Appendix 2	Yes	
Receipt of signed "Non-Disclosure Agreement" (Appendix 7) from Proponent	Yes	
Letter from Insurer confirming Proponent able to receive signed Appendix 3 and Appendix 4 from Broker/Agent (Certificate of Insurance and Professional Liability Insurance) on award	Yes	

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To be initialled at Proposal Opening:

Manager, Supply Management or designate

Witness

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PART C - PROPOSAL FORM

2.0 Proponent's Declaration and Acknowledgment

The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

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RENOVATION AND RELOCATION
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Consultants' legal rights and obligations only with respect to the Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- b) "Contract" means any legal agreement, if any, entered into between the City and the successful Proponent following the conclusion of the RFP process, approval of the Contract by the City, and the settlement, execution and delivery of same by each party to the Contract.
- c) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- d) "Project" means the Consultant for Architectural Services - Vancouver Police Department Renovation and Relocation.
- e) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "Proponent" means any Proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- f) "Proposal" means the package of documents consisting of this Proposal Form, as well as all Schedules, once completed and submitted to the City by the Proponent, and "Proposal" means any Proposal submitted by any other Proponent, excluding or including the Proponent, depending on the context.

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RENOVATION AND RELOCATION
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- g) “RFP” means the documents issued by the City as “Request for Proposal No. PS10055, Consultant for Architectural Services - Vancouver Police Department Renovation and Relocation” including all addenda.
- h) “Services” means the services and work noted in Section 6.0 Project Tasks and Section 7.0 Communications of Schedule A - Requirements, that the Consultant will provide under the Contract.
- i) “Sub-Consultants” includes any or all third parties listed in Schedule D of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the RFP.

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent’s Submission Confidential, and Section 5.5 - Declaration of Confidentiality), the City assumes no legal duty or obligation in respect of this RFP or unless and until the City enters into a Contract. This RFP process is at all times contingent on funds being approved by the City and a Contract being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - Proponent’s Submission Confidential, and Section 5.5 - Declaration of Confidentiality), the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - Protection of City Against Lawsuits, and the following:

a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract with the Proponent.

b) Proponent’s Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the Proposal process; or

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- (ii) any contract or tort law duty to preserve the integrity of the RFP process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the Proposal process on this basis.

- c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the Proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and Proposal process at all times until the execution and delivery of a Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, and Section 5.5 - Declaration of Confidentiality.

3.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the Proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other Proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - Protection of City Against Lawsuits, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

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4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality, the Proponent now releases the City from all liability for any Losses in respect of:

- a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- b) any unintentional tort of the City occurring in the course of conducting this RFP process;
- c) the Proponent preparing and submitting its Proposal;
- d) the City accepting or rejecting its Proposal or any other submission;
- e) the manner in which the City:
 - (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or
 - (iii) decides to enter into a Contract or not enter into any Contract; and
- (f) the Proponent(s), if any, with whom the City enters a Contract.

4.2 Indemnity

Except and only and to the extent that the City breaches Section 5.2 - Proponent's Submission Confidential or Section 5.5 - Declaration of Confidentiality, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Consultants or agents alleging or pleading

- a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),

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- b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process, or
- c) liability on any other basis related to this RFP or the Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to the RFP or this Proposal process (except only and to the extent that the City breaches Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality), the City or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-Consultants or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Consultants or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of one hundred dollars (\$100), despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality, and also excepting any disputes arising between the City and any Proponent with whom the City has entered a Contract) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- a) The arbitrator will be selected by the City's Director of Legal Services.
- b) This Section 4.0 - Protection of City against Lawsuits will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes City's Property

- a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.

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

5.2 Proponent's Submission Confidential

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

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All City Data/Information is Confidential

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

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

5.4 Disclosure Requires Prior Consent

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

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PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

5.5 Declaration of Confidentiality

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

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

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to no Conflict of Interest in RFP Process

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Consultant's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City,

except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

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6.2 Declaration as to no Conflict of Interest Respecting Proposed Services

The Proponent now confirms and warrants that neither the Proponent nor its proposed Sub-Consultants

- a) are currently engaged in providing (or are proposing to provide) Architectural Services including law enforcement projects, laboratory projects and large scale office renovation projects of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (aka Metro Vancouver), or any member local governments of Metro Vancouver,
- b) such that entering into the Professional Services Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's or its Sub-Consultants' duties of loyalty to the organizations noted in (a) above, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.3 Declaration as to Collusion

The Proponent now confirms and warrants that:

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

except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

6.4 Declaration as to Lobbyist Status

The Proponent now confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed Sub-Consultants is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

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[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above]

7.0 NO PROMOTION OF OLYMPIC RELATIONSHIP

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

8.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

8.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

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RENOVATION AND RELOCATION
SCHEDULE A- REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 Company Profile

- 1.1 Provide a description of the Proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the Proponent's success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed Sub-Consultant to the Proponent.

2.0 Key Personnel

- 2.1 Identify and provide resumes for the key personnel in the Proponent's proposed team (including employees and Sub-Consultants, as applicable) and outline what their roles and time availability will be in servicing this Project.
- 2.2 Include a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.
- 2.3 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.
- 2.4 Preference will be given to Proponent's consulting teams that demonstrate knowledge and experience involving Architectural Services for law enforcement projects, laboratory projects, and large scale office renovation projects. Proponents must state the knowledge and experience of each proposed team member. For team members with limited or no knowledge and experience, Proponents must describe these team members' roles in the Project, and how the rest of the team will support these team members.

3.0 Project Timeline

- 3.1 Proponents must develop a schedule to ensure that the Project is completed by the end of March 31, 2011. Please include what processes and tools your company utilizes to develop and measure milestones within this schedule.
- 3.2 No additional payments will be made to the Consultant as a result of any delays in implementing the Project.

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RENOVATION AND RELOCATION
SCHEDULE A- REQUIREMENTS

4.0 Requirements Overview

- 4.1 The City has identified key requirements, which the Proponent is to address in its Proposal.
- 4.2 Although it is necessary that the Proponent submit a detailed response to the following requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in Proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all Proposals.

5.0 General Methodology and Work Program

- 5.1 Section 6.0 - Project Tasks describes the scope of the Proponent's work for the Consultant Services - Vancouver Police Department Relocation as contemplated by the City. Proposal submissions should comment on the scope of work, indicate any proposed changes, and outline the resources expected to be devoted by the Consultant.
- 5.2 Proponents are to provide a detailed plan of approach and description of the services proposed, including the details of the services, if any, that the Proponents intend to obtain by using Sub-Consultants.
- 5.3 Proponents are to include in their Proposal an itemized work program grouped by Project Task (as hereinafter defined) with a description of each task and City approval proposed. Project Tasks must include all of the tasks outlined in Section 6.0 below. Activities identified in this section should be carried forward to a Gantt chart and task/cost schedule, to be included in the "Schedule and Financial Proposal" sections of the submission.
- 5.4 In the Proposal, the Proponent should provide the following:
 - a) a breakdown of the sub-tasks necessary to complete each of the Project Tasks as described in Section 6.0 and a detailed plan of approach and description of the services proposed;
 - b) a work schedule outlining milestone dates for completion of each sub-task and each Project Task as described in Section 6.0, as well as all dates of meetings, workshops and consultations described in this RFP or referred to in the Proponent's Proposal. The work schedule should incorporate a two (2) week review period for City staff to provide comments on draft versions of all deliverables;
 - c) A description of the methods to be employed to perform and co-ordinate the work and to control the scope, quality, schedule, and cost of the project;

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- d) A clear and thorough description of all assumptions underlying their Proposal in terms of the amount of project management and other project resources that the Proponent would require from the City's project manager or other City staff in the performance of their services pursuant to their Proposal. These would be made in addition to but not in lieu of those set out in Section 5.5 and Section 5.6 below;
- e) a description of the methods to be employed to perform and co-ordinate the work, and to control the scope, quality, schedule and cost of the services provided by the Consultant for the Project; and
- f) a brief indication of special challenges or considerations foreseen by the Proponent and proposed solutions for each.

5.5 Proponents are to identify activities that the City is expected to undertake in the description of each Project Task.

5.6 Proponents are required to state deviations from the scope of services specified in these RFP documents.

6.0 Project Tasks

The following are the specific issues that the City requires the Consultant to investigate as part of the Project to be provided by the Consultant. These issues are the Project Tasks (the "Project Tasks", individual "Project Task"), and the City expects that completing each Project Task will require a combination of review of existing data, field investigations and, in some cases, modelling.

Each Project Task should be considered a project milestone. Draft conclusions for each Project Task are to be provided to the City in writing once the Project Task has been completed. Some of the Project Tasks may need to be completed sequentially, while others do not rely on the results of other Project Tasks and can be completed in parallel. Proponents must identify in their Proposals which tasks will be completed in parallel, and which will be completed in sequence.

In their Proposals, Proponents should state their understanding of the Project Tasks and comment on the feasibility of meeting the City's objectives and requirements.

The following sections describe specific issues that have been identified by the City and the City's consultants for review by the Proponent as part of this Project.

6.1 Schedule and Key Milestones

- a) The Project including all Project Tasks and sub-Tasks are to be completed to the satisfaction of the City by March 31, 2011.

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SCHEDULE A- REQUIREMENTS

- b) The Consultant will be required to develop and maintain a Project schedule. This schedule of activities will incorporate all interrelated and interlocking items such as design, specialist services, tendering and procurement of labour, material and equipment, construction, inspection, documentation and completion of the Project. Once approved, progress on the schedule will be reported to the appointed City Facilities Department representative who is responsible for the execution of the Project on behalf of the City (“Project Manager”). The Project schedule will be updated regularly by the Consultant to ensure that Project milestones are met.
- c) As part of the Proponent’s Proposal, the Proponent is required to state the proposed target dates for completion for key milestones using the schedule below. The schedule must be consistent with the Project being completed by March 31, 2011.

Project Schedule	Target Date for Completion
Award of Contract / Start of Service Delivery	April 1, 2010
Project kick off meeting with City Staff	April, 2010
Preliminary Design	April 1-30, 2010
Design Development	May 1-31, 2010
Vanoc vacates buildings except for third level of Graveley	May 31, 2010
Construction Documents	June 1-30, 2010
Approval by Facilities Staff on Working Drawings and completion of Construction Documents phase.	July 9, 2010
General Construction Tender release	July 13, 2010
General Construction Tender closes	August 10, 2010
Award of Construction Contract	September 13, 2010
Work begins at three locations : 1570 Kootenay 3585 Graveley 2120 Cambie garage facility	September 14, 2010
Vanoc vacates all of Graveley Street building	October 31, 2010
VPD moves into Levels 4-7 of Graveley Street	November 15, 2010
VPD moves into Levels 1-2 of Graveley Street	December 15, 2010
Work begins at 2120 Cambie Street	January 3, 2011

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RENOVATION AND RELOCATION
SCHEDULE A- REQUIREMENTS**

VPD moves into Level 3 of Graveley Street	January 15, 2011
Renovations and relocations complete at 2120 Cambie Street	March 14, 2011
VPD moves into Kootenay Street	March 14, 2011
Substantial completion, all moves complete	March 31, 2011

- i) The Consultant will provide deliverables to the City at the end of each milestone as suggested in the City’s standard form of Professional Services Agreement (see Appendix 5). At appropriate stages in each phase, the Consultant Team will be expected to provide the City with progress sets of the work (for example, at 50%, 75%, and 90% complete) for the City’s review.
- ii) At appropriate stages of each phase when the Consultant Team will require the City’s feedback, the City’s project manager will coordinate meetings with the Consultant (including the Sub-Consultants as necessary) and the City’s Steering Committee for the project in order to provide such feedback.

6.2 Project Budget, Deliverables and Timing

The City of Vancouver has estimated an approximate construction budget of Eight million eight hundred thousand dollars (\$8,800,000) for the project which includes:

- a) General renovations at 1570 Kootenay Street, 3585 Graveley Street, and 2120 Cambie Street, including existing furnishing and equipment relocation and modification; as well as construction of the new stand alone garage building located in the 2120 Cambie parking lot :
Six million and eight hundred thousand dollars (\$6,800,000)
- b) Forensic Laboratory renovations at 1570 Kootenay Street:
Two million dollars (\$2,000,000)

6.3 Introduction and Scope of Work

- a) The Consultant will act as the “City’s Consultant” with respect to all construction Contracts for the duration of the Project. This review will include a high level cost and performance analysis. The cost analysis will include both initial capital construction costs as well as long-term maintenance cost impacts. The Consultant will be required to select the most cost-effective method of construction, keeping in mind long term operational and maintenance costs.

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- b) The Consultant will be required to select and enter into contracts with other Consultants as Sub-Consultants satisfactory to the Consultant and the City. The Consultant and the Sub-Consultants (collectively, the “Consultant Team”) will be required to include at a minimum the following:
 - (i) Interior designer with expertise in systems furniture;
 - (ii) Structural consultant;
 - (iii) Mechanical consultant;
 - (iv) Electrical consultant with the ability to provide structured cabling/data and security consulting; and
 - (v) Civil engineering consultant.

- c) Other consultants may be required for certain pieces of the work. The Consultant is to include in their Proposal which of the following they plan to include in their core team, and which consultants they would prefer to have available only if required, at an hourly rate (hourly rates to be provided in Schedule B - Pricing section only):
 - (i) Acoustic consultant;
 - (ii) Laboratory consultant;
 - (iii) Building code consultant; and
 - (iv) any other consultants the Consultant may see as appropriate for the project.

- d) The scope of services to be provided by the Consultant as Prime Consultant and its Sub-Consultants is the full range of consulting services as set out in Article 2.0 and Article 6.0 of Appendix 5 - *Professional Services Agreement*. The Consultant is expected to provide basic Building Code analysis and cost reviews as part of its services. It will be the Consultant’s responsibility to confirm all on-site conditions prior to commencement of design or construction. The Consultant will make the necessary Building Permit applications and assist the Contractor in making necessary Occupancy Permit applications. The work will be phased, so it is expected that multiple permits will be required.

- e) The project design shall include sustainability as one of its goals. The 3585 Graveley Street and 1570 Kootenay Street sites are currently rated at the Silver level for Commercial Interiors under the Leadership in Energy and Environmental Design program (“C.I LEED™ silver”). The

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renovations and relocations will be required to not adversely affect nor downgrade this designation. At 2120 Cambie Street, similar sustainable practices will be implemented although a formal LEED™ designation will not be sought.

- f) No modifications to any of the existing building envelopes are anticipated, other than what may be required for any new equipment placed on and penetrating the roof or elsewhere through the building envelope.
- g) The Project will be composed of the following sub-Projects and sub-Tasks where the services of a Consultant will be required:
 - i) The City intends to build a new detached garage building of approximately three thousand square feet (3,000 sq. ft.) located in the 2120 Cambie parking lot. This will require a full Development Permit process, followed by a Building Permit and Occupancy Permit. The structure is anticipated to be of concrete construction with overhead door(s). Power sources will be required as well as possibly connecting to the City fibre network.
 - ii) The City intends to renovate the existing space at 1570 Kootenay Street (“Low Rise”) and reconstruct to best suit the VPD’s needs. There will be no change to the existing cafeteria on Level 2. Renovations will include, but not be limited to, the following:
 - A. Addition of approximately 25,000 square feet for the inclusion of Forensic laboratories. Design exploration, followed by substantial renovation, will be required to determine whether VPD forensic labs are best suited to be on Level 1 or Level 2. Major renovation will include structural upgrades as well as specific mechanical and electrical upgrades.
 - B. For the remainder of the building there will be a requirement for reinforcement of specified walls for security, specialized acoustic designs for interview rooms, and some additional work areas as well as the addition of Audio-Visual equipment.
 - iii) The City intends to renovate the existing space at 3585 Graveley Street (“High Rise”) and reconstruct to best suit the VPD’s needs. While several renovations will be performed it will be necessary to leave the large board room on Level 2 alone. The Consultant will be required to perform the following tasks:

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- A. Renovation of the parkade, including a gated area complete with hydraulic lift and a separate security gate to the VPD portion.
 - B. Exploration of whether the main entrance is to remain on Level 1 where it is currently located or moved to Level 2. For this task, the Consultant will be required to submit two (2) alternate designs to City staff.
 - C. Renovation of Levels 1 and 2 to accommodate male and female locker and shower facilities with office renovations to be determined.
 - D. Rooms to be added and some existing rooms modified as well as reorganization of office furniture and the addition of some walls on Levels 3 to 5 and Level 7. A few rooms will be added, and some existing rooms modified. Modifications will include specialized acoustic designs for interview rooms, reinforcing some walls for security, and the addition of AV equipment. Each floor will require a new stand-alone toilet/sink and a small phone booth. It will be necessary for the interventions to be as minimal as possible.
 - E. On Level 6 the VPD will have approximately one thousand square feet (1,000 sq. ft.) available for renovations. There is an existing tenant on the majority of the floor who will remain throughout construction so it will be necessary for the interventions to be as minimal as possible.
- iv) The City intends to renovate and add the following updated items at both the Low Rise and the High Rise and reconstruct to best suit the VPD's needs. This is to include, but not be limited to, the following:
- A. Upgrading of the existing security system for the two buildings to meet City standards. The Consultant will be required to review and design specific and stand alone unique security requirements for particular VPD departments in various areas.
 - B. Independent ventilation and the ability to control temperatures are required for several specific areas. The Consultant will be required to review and analyze existing HVAC systems for best fit to the program and design new ventilation as required.

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- C. The Consultant will be required to submit a design for the connection of fibre cabling for the City data network connection from the street to the building. This work will require the services of a civil engineer as well as an electrical/data consultant.

- v) The City intends to renovate workstations and other areas of 2120 Cambie Street (a total of approximately 20,000 square feet) to accommodate the relocation of a number of VPD departments. This building will need to remain fully operational for all VPD departments remaining in the building throughout the construction period.

- vi) Renovations are to include, but not be limited to, the following:
 - A. Addition of two new security gates in the parkade.
 - B. Addition of an explosion proof storage room with other storage facilities to be determined later in the parkade
 - C. Revision of existing parking layout in the parkade, including boundaries and signage, to accommodate motorcycle fleet parking.
 - D. Construction of equipment storage cubicles near fleet parking and secured equipment storage in one area of the parkade.
 - E. Restructuring and reorganization of specific areas of office space within Levels 1-7 with furniture reconfiguration and wall relocations affecting approximately seventy five percent (75%) of the building, while wall relocations and general renovations will affect approximately twenty five percent (25%) of the building.
 - F. Relocation of retail store from Level 3 to Level 1 and relocation of media room (including stage and muster room) from Level 2 to Level 1; this is to be done in conjunction with work to expand Level 1 Public Service Counter.
 - G. Removal of Level 3 cafeteria and replacement of this area with storage room(s).
 - H. Addition of an armoury room with weapon cleaning facilities including fume hoods, ammunition storage, and other specialized storage.

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- I. There will be a requirement for independent ventilation for several specific areas. Existing HVAC systems to be analyzed for best fit to the program and new ventilation designed as required.
 - J. Relocation of the locker area on the sixth floor and expansion in men's and women's locker room areas.
- vii) The City has purchased the existing furnishings at the Low Rise and High Rise from Vanoc and together with the significant stock of furniture and equipment at 312 Main Street and at 5 East 8th Avenue this will be available for furniture layout in the newly constructed and renovated areas. The Consultant will be required to:
- A. Inventory the existing furniture and equipment at 312 Main Street and 5 East 8th Avenue
 - B. Design layouts using the existing furniture stock as well as manage the reconfiguration of existing furniture during construction.
 - C. With City staff, assist in the preparation of public tender documents for furnishings including but not limited to keyboard trays, monitor arms, and filing if required.
 - D. With City staff, supervise and direct the installation of furnishing and other incidental items
- viii) While coordinating with VPD Information Technology staff, City Information Technology staff and the City "VanPhone Plus" staff, the Consultant will be required to:
- A. Complete an inventory of the structured cabling and data lines that are currently in place and design all data and electrical changes required to suit renovations in the building.
 - B. Reconfigure layouts including furniture to accommodate and support all new data and telecommunications for the final design and move in by the VPD with all their equipment.
- ix) The Consultant will also be required to design and create signage and graphics at both the 3585 Graveley Street and 1570 Kootenay Street sites and at the renovated areas at 2120 Cambie Street.

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- x) Some VPD staff will remain behind at the 312 Main street location. Their accommodations are to be made safe and appropriate to suit their needs and requirements. Some minor renovations and furniture reconfiguration may be required. While a complete decommissioning of the building is not in this scope of work, the unoccupied areas are to be closed off and made safe.

6.4 City's Responsibilities for Project

After award of the Contract to the Consultant and the start of Service delivery, the City's responsibilities will include:

- a) providing copies of the City of Vancouver drawings of the site, showing existing structures and services. It will be the Consultant's responsibility to verify the existing structures and services through a site survey;
- b) providing copies of previously issued City construction tender document forms and general conditions to the Consultant;
- c) management of the tender process including preparing the legal documents and general conditions for the tender document package(s) and the contract(s);
- d) producing copies of the tender document(s) package(s), advertising tenders, and receiving tenders;
- e) registering tenders, and with the Consultant evaluating and shortlisting the Tenderers(s); the City will award the Contract(s);
- f) issuing all payments to the Contractor based on reviewed claims, suggested for approval and forwarded by the Consultant to the Project Manager; and
- g) based in part on the Consultant's advice, and in part on the Consultant's role as payment certifier, reviewing and approving or rejecting Change Orders to the construction contract.

6.5 Additional Services and Changes

- a) Additional Services - As and when required by the Project Manager, the Consultant will be required to engage and be responsible for any additional professional or technical services required, including investigations, surveys, inspections, etc.
- b) Changes - The Consultant will be required to make themselves fully aware of the Project requirements and current construction codes, as well as changes to standards, new products, etc. Any changes throughout the Project which may thus become necessary will be part

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of the Consultant's normal services and not considered extra work except where expressly agreed in writing by the Project Manager. Only written changes to the City of Vancouver's requirements will be considered extra work.

6.6 Health and Safety

The Consultant will be responsible for the health and safety of all the Consultants' and the Consultant Team, and Sub-Consultants' staff, either directly or indirectly. The Consultant will develop a health and safety plan for the Project and specify health and safety requirements.

6.7 Project Wrap-Up Report

- a) Once all investigations and analysis are completed, the Consultant will prepare a detailed Project Wrap-Up Report. The Project Wrap-Up Report will at a minimum include:
 - i) a detailed photographic log of the Project;
 - ii) a summary and explanation of Consultant expenditures compared to the budget; and
 - iii) a detailed written summary of the Project.
- b) The Consultant will provide to the City:
 - i) one (1) copy of the draft Project Wrap-Up Report for the City's review and recommendations regarding revisions/changes; and
 - ii) one (1) electronic copy (in PDF format) of the final Project Wrap-Up Report.

7.0 Communications

7.1 The Consultant will be required to provide regular updates to the City's Project Manager throughout the Project. These updates will be through various means including phone conversations, written communications, face-to-face meetings and the like.

7.2 For all meetings, the Consultant will be required to prepare written meeting minutes for the City's review prior to distribution to participants.

8.0 Value Added Services

8.1 Within its response to Schedule A, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the Contract. Unless otherwise stated, it is understood that there are no extra

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costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be appended to the Schedule B - Pricing Sheet.

9.0 Insurance Requirements

9.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance (in the form set out as Appendix 2) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements set out in this section should they be selected as the successful Proponent.

9.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" attached as Appendix 3 and "Certificate of Insurance" attached as Appendix 4. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

9.3 Required Types/Amounts

Prior to commencing the Services, the Consultant will obtain at its own expense,

- a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than two million dollars (\$2,000,000) per occurrence with an aggregate of not less than five million dollars (\$5,000,000) and a deductible of not more than ten thousand dollars (\$10,000), protecting the Consultant against all claims for loss or damage arising out of any wrongful act or error or omission of the Consultant or Consultant's Personnel in the performance of the Services.
- b) a Comprehensive General Liability insurance policy with limits of not less than two million dollars (\$2,000,000) per occurrence, and a deductible of not more than five thousand dollars (\$5,000), protecting the Consultant and Consultant's Personnel against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the Consultant or the actions of the Consultant or Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and City's Personnel as additional insured.
- c) a standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with The Automobile Insurance Act, RSBC 1979, Ch. 204, the

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minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit five million dollars (\$5,000,000).

9.4 Required Policy Terms

- a) All required insurance policies will remain in full force and effect at all times until completion of the Services and for a period of not less than two (2) years following the completion of the Services and will,
 - A. be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the City's Director of Risk Management,
 - B. be primary insurance in respect to the City and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies,
 - C. contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 days' prior written notice by registered mail,
 - D. contain a clause that waives the insurer's right of subrogation against the City and City's Personnel.
- b) The Consultant and each of its Sub-Consultants will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- c) Neither the providing of insurance by the Consultant or Sub-Consultants in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Consultant from any other provisions of the Contract Documents with respect to liability of the Consultant or otherwise.

9.5 Insurance Certificate

Prior to the Effective Date, the Consultant will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of the Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the Contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies will be made available to the City's Manager of Supply Management at any time during the performance of the Services immediately upon request. The Certificate of Insurance will not contain any disclaimer whatsoever.

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9.6 Sub-Consultant's Insurance

The Consultant will provide in its agreements with its Sub-Consultants clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Manager of Supply Management detailed Certificates of Insurance for the policies it has obtained from its Sub-Consultants and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

10.0 WorkSafeBC Requirements

10.1 Maintain Coverage - General

The Consultant will carry and pay for full WorkSafeBC coverage for itself and all personnel engaged in or on the Services, failing which the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any amounts owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

10.2 Provide Evidence of Coverage - General

The Consultant will provide the City with the Consultant's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Consultant is registered in good standing with WorkSafeBC and that all assessments have been paid to date prior to the City having any obligation to pay any invoice under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of Losses arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

10.3 Special WorkSafeBC Requirements Where Services Are Provided on City of Vancouver Sites

- a) Prior to commencing any Services on any City Site, the Consultant must provide updated evidence to the City's Project Manager that it is in good standing with WorkSafeBC. The Consultant is responsible for having the City Site secured in accordance with WorkSafeBC Regulations and ensure the safety of the City Site during the performance of the Consultant's, the Consulting Team and their Sub-Consultant's Services on the City Site.
- b) The Consultant is now appointed and now accepts appointment as the Prime Consultant for the purpose of this Agreement during the performance of the Consultant's the Consulting Team and their Sub-

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Consultant's Services on the City Site, and as such, has the responsibility to

- i) ensure the Services are performed in a safe manner that complies with all WorkSafeBC Regulations,
 - ii) direct and coordinate the work activities related to the health and safety of the Consultant, the Consulting Team and their Sub-Consultants within the City Site,
 - iii) obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and circulate this information to all workers within the City Site.
- c) Prior to the Consultant, the Consulting Team and their Sub-Consultants commencing any Services on the City Site, the Consultant must,
- i) have its own safety program and have written safe work procedures specific to the Services being performed available at the City Site, and
 - ii) ensure the safety program meets the requirements of WorkSafeBC Regulations.
- d) During the performance of the Consultant's, the Consulting Team and their Sub-Consultant's Services on the City Site, the Consultant must also,
- i) advise the City of any accidents or incidents at the City Site that must be reported to WorkSafeBC, and
 - ii) inform all personnel performing the Services on the City Site of the health and safety requirements at that workplace.
- e) At all times the Consultant will ensure that its personnel, the Consulting Team and the Sub-Consultant's personnel and all other workers engaged or indirectly engaged by the Consultant coming onto the City Site will comply with
- i) WorkSafeBC Regulations,
 - ii) the Consultant's safety program, and all work site safety requirements.

11.0 Dun & Bradstreet

11.1 The Consultant should provide the City with the Consultant's D-U-N-S registration number.

12.0 References

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12.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

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

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SCHEDULE B- PRICING

1.0 Pricing

1.1 The Proponent should provide the following information:

- a) a total maximum fee for the Services, inclusive of all disbursements and taxes (except GST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in Schedule A - Requirements;
- b) the hourly charge out rates for Project team members;
- c) a breakdown of the total maximum Project fee into the costs associated with each team member, inclusive of fees, disbursements and taxes (except GST);
- d) a description of all disbursements, including a maximum amount for each;
- e) a description of all costs associated with Sub-Consultant; and
- f) a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.
- g) In the event that new or additional taxes in respect of the services included in this Agreement are required by federal or provincial legislation after the Agreement is executed, the amount under this Agreement shall be adjusted to include such levies.

1.2 The Proponent should copy and customize the Pricing Table A set out below for inclusion in their RFP submission. This Pricing Table is required for the general renovations to 1570 Kootenay, 3585 Graveley, and the 2120 Cambie stand alone garage building.

PRICING TABLE A

Estimated Fees/Disbursements for Renovations						
Work Task/Phase/ Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements
Schematic Design Phase						

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Design Development Phase						
Construction Documents Phase						
Public Tender Phase						
Construction Phase - Contract Administration						
Maximum Fees/Disbursements						

- 1.3 The Proponent should copy and customize the Pricing Table B set out below for inclusion in their RFP submission. This Pricing Table is required for the construction and general renovations for the forensics laboratory at 1570 Kootenay Street.

PRICING TABLE B

Estimated Fees/Disbursements for Renovations						
Work Task/Phase/Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements
Schematic Design Phase						
Design Development Phase						
Construction Documents Phase						
Public Tender Phase						

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Construction Phase - Contract Administration						
Maximum Fees/Disbursements						

1.4 The Proponent should copy and customize the Summary of Pricing Table A and B as set out below for inclusion in their RFP submission.

SUMMARY OF PRICING TABLE A AND B

SUB-TOTAL OF PRICING TABLE A	
SUB-TOTAL OF PRICING TABLE B	
TOTAL PRICE	

2.0 Terms of Payment

2.1 The City's standard payment terms are Net Thirty (30) days after receipt of approved invoice; however and discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net Thirty (30).

2.2 Describe if Electronic Fund Transfer (EFT) is available.

3.0 Alternative Pricing Solutions

3.1 Proponents may offer alternative pricing options.

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SCHEDULE C - DEVIATIONS AND VARIATIONS

Proponent(s) should use this Schedule C to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language or clauses other than those set out in the sample Professional Services Agreement (Appendix 5), such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the sample Professional Services Agreement unless otherwise indicated by the Proponent.

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SCHEDULE D - SUB-CONSULTANTS**

The Sub-Consultants shown below are the Sub-Consultants that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Consultants and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the sample Professional Services Agreement.)

The City reserves the right to object to any of the Sub-Consultants listed in a Proposal. If the City objects to a listed Sub-Consultant then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Sub-Consultant acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-Consultant, the Proponent may, rather than propose a substitute Sub-Consultant, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

If no Sub-Consultants will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility



FINANCIAL SERVICES GROUP
Supply Management
Purchasing Services

**REQUEST FOR PROPOSAL PS10055, CONSULTANT FOR ARCHITECTURAL SERVICES -
VANCOUVER POLICE DEPARTMENT RENOVATION AND RELOCATION**

To acknowledge your intent to attend the Information Meeting and Site Visit being held as per Part A *Introduction*, Section 1.4, and to ensure that you receive the required information, please submit this form to the person identified below by **3:00 p.m. on Monday, March 1, 2010.**

Donna Lee
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** attend the informational meeting and site visit for: "CONSULTANT FOR ARCHITECTURAL SERVICES - VANCOUVER POLICE DEPARTMENT RENOVATION AND RELOCATION"

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date



**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 12th 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.

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 _____	Insured Values (Replacement Cost) -
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ 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 _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **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 _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

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

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

LIMITS OF LIABILITY:

INSURER: Per occurrence/claim: \$
POLICY NUMBER: Aggregate: \$
POLICY PERIOD: From to Deductible per occurrence/claim: \$
If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days
written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein,
either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-
payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated:

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

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
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 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
(All Risks Coverage including Earthquake and Flood)

INSURER: _____ TYPE OF COVERAGE: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	INSURED VALUES: (Replacement Cost) Building and Tenants' Improvements: \$ _____ Contents and Equipment: \$ _____ Deductible Per Loss: \$ _____
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4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
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5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	LIMITS OF LIABILITY: Combined Single Limit: \$ _____ <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>
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6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Per Occurrence: \$ _____ Aggregate: \$ _____ Self-Insured Retention: \$ _____
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7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2010 (the "Effective Date"),

BETWEEN:

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

(the "City")

AND:

[ARCHITECT NAME AND ADDRESS]

(the "Architect")

(The City and the Architect are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Architect to perform said services.
- B. The Architect has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

INTERPRETATION

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
- 1.1.1 “Additional Services”: means those Services listed in Schedule B which the City may request the Architect to provide subject to the terms of this Agreement;
- 1.1.2 “Agreement” means this agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;
- 1.1.3 “Applicable Laws” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Architect, any Sub-Consultants, and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- 1.1.4 “Architect” or “Consultant” means a person, firm or company retained and compensated by the City to provide Consulting and Architectural services for the Project. In this Professional Service Agreement any reference to the Architect includes the Consultant and each includes the other where appropriate;
- 1.1.5 “Architect’s Consultant”: means a person, firm or company retained, with the approval of the City, and compensated by the Architect, to provide consulting services for the Project, as listed in Schedule D;
- 1.1.6 “Architect’s Proposal: means the proposal entitled “Consultant For Architectural Services - Vancouver Police Department Renovation and Relocation” and included as Appendix 1 hereto, together with all correspondence, revisions or clarifications related thereto;
- 1.1.7 “Basic Services”: means those Services to be provided by the Architect under this Agreement on a fixed fee basis as described in Schedule A and Articles 2.0 and 6.0;
- 1.1.8 “City’s Site” means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Architect;

- 1.1.9 “City’s Project Manager” means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Architect on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- 1.1.10 “Confidential Information” has the meaning set out in Article 7.0;
- 1.1.11 “Construction Budget” means the City’s and Architect’s most recent estimate (as determined from time to time in accordance with this Agreement) of the Construction Cost which Construction Budget is, at the time of signing this Agreement, as set out in Schedule C, Section C;
- 1.1.12 “Construction Cost” means the contract price(s) of all elements of the Project designed or specified by or on behalf of the Architect, the Architect’s Sub-Consultants and the City’s Consultants, and all applicable taxes including Goods and Services Taxes (“GST”) levied under the *Excise Tax Act* (Canada), and net of any allowances for construction contingencies. Where there is no contract price for all or part of the Project, the Construction Cost shall be the estimated cost at market rates, net of any allowances for construction contingencies, at the estimated time of construction of the Project as determined by the City’s Cost Consultant and agreed to by the City and the Architect, acting reasonably. Construction Cost does not include the compensation of the Architect, the Architect’s Sub-Consultants, the City’s Consultants, the cost of the land, or other costs which are the responsibility of the City.
- In the event that labour or material is furnished by the City below market cost or when old materials are re-used, the Construction Cost for purposes of establishing the Architect’s fee is to be interpreted as the cost of all materials and labour necessary to complete the Work as if all materials had been new and if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the estimated time of construction;
- 1.1.13 “Contract” means the undertaking between the City and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents;
- 1.1.14 “Contract Documents” means this Agreement, the Proposal and the RFP;
- 1.1.15 “Contractor” means the person, firm, or corporation contracting with the City to provide labour, materials and equipment for the execution of the Work for the Project;

- 1.1.16 “Cost Consultant” means the person, firm or company retained and compensated by the City to provide estimates of Construction Cost;
- 1.1.17 “General Review”: means the visits to the Premises or the Place of the Work at intervals appropriate to the stage of construction that the Architect considers necessary to become familiar with the progress and quality of the Work, and to determine that the Work is in general conformity with the Contract Documents;
- 1.1.18 “GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, and any successor legislation thereto;
- 1.1.19 “Place of the Work”: means the designated site or location of the Work identified in the Contract Documents;
- 1.1.20 “Prime Rate” means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate which will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate;
- 1.1.21 “Project” means the total contemplated design, construction and layout of the existing furnishings of the Premises for use by the City, of which the Work may be the whole or part;
- 1.1.22 “Project Budget” means the City's estimated total expenditure for the entire Project. It includes, but is not limited to, the Construction Budget, professional fees, cost of land, rights-of-way, and all other costs to the City for the Project;
- 1.1.23 “Project Schedule: means the time schedule for the design and construction of the Project as set out in Schedule C;
- 1.1.24 “Proposal” means the proposal submitted by the Architect in response to the RFP, a copy of which is attached hereto as Appendix B;
- 1.1.25 “PST” means provincial sales tax administered under the *Social Services Tax Act* (British Columbia) and any successor tax or levies therefor in force from time-to-time;
- 1.1.26 “RFP” means Request for Proposal PS10055 “Consultant for Architectural Services - Vancouver Police Department Renovation and Relocation” and all addenda;
- 1.1.27 “Services” has the meaning set out in Section 2.0;

- 1.1.28 "Sub-Consultant" means a person, firm, or corporation working with the Architect as part of the Sub-Consultant team, including, but not limited to the Interior Designer, Structural Consultant, Mechanical Consultant, Electrical Consultant, Civil Engineering Consultant, Acoustic Consultant, Building Code Consultant and any other consultants the Architect may see as appropriate for the Contract;
- 1.1.29 "Substantial Performance of the Work" means that the Contract has been "completed" as the term is defined in the Builders' Lien Act;
- 1.1.30 "Supplier" means a person or entity having a direct contract with the Contractor to supply products not worked to a special design for the Work;
- 1.1.31 "Term" means the term of this Agreement as specified in Section 7.1;
- 1.1.32 "Total Performance of the Work: shall have been reached when the entire Project has been completed and the Work, except those items arising from the provisions of warranties, has been performed to the requirements of the Contract Documents, and is so certified by the Architect; and
- 1.1.33 "Work" means the total construction and related services required by the Contract Document.

- 1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- 1.2.1 this Agreement, excluding Appendix B;
 - 1.2.2 the RFP; and
 - 1.2.3 the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- 1.3.1 the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - 1.3.2 the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any and all attached appendices) and not to any particular section, subsection or other subdivision;
 - 1.3.3 each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - 1.3.4 each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - 1.3.5 words importing the singular include the plural and vice versa and words importing gender include all genders;
 - 1.3.6 references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - 1.3.7 all references to money mean lawful currency of Canada;
 - 1.3.8 the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and

- 1.3.9 the words “include” and “including” are to be construed as meaning “including, without limitation”.

ARTICLE. 2 ARCHITECT'S SERVICES TO THE CITY

- 2.1 The Architect will provide and be fully responsible for the following services (the “Services”):

2.1.1 The Architect's Basic Services consist of those Services to be performed by the Architect, the Architect's employees, and the Architect's Sub-Consultants as set forth in the Architect's Proposal and in Sections 2.2 to 2.11 of this Agreement, together with any other Services included in Article 6 and listed as “Basic Services” in Schedule A. This will include interior design services and mechanical and electrical engineering services, and may include building code consulting, specialty lighting and communication services as required by the Architect to complete the Basic Services;

2.1.2 The Architect's Basic Services include the coordination required to integrate all parts of the Services to be provided by the Architect, Architect's Sub-Consultants, the City and other City Consultants. The Architect will coordinate with the City's employees or City Consultants who are responsible for the telecommunications and other infrastructure to ensure that basic building services and existing furniture are provided to meet the needs of the City with respect to the use of the Premises. The Architect will also work closely, coordinate its work, and consult with the City's ergonomics specialist in undertaking the services under this Agreement, in particular, with respect to the layout of the furniture and design of the work stations.

2.1.3 In the event of any conflict or inconsistency between this Agreement, its Schedules and the Architect's Proposal, and the Architect's Sub-Consultants' Proposals (attached as Appendix 1) they will be interpreted in priority from highest to lowest as follows:

- .1 this Agreement;
- .2 the services described in the RFP;
- .3 the services which the Architect agreed to provide in the Proposal; and
- .4 all services not specifically included in Article 2 and Schedule B but which are necessary or incidental to the completion of the Services.

- 2.2 The Architect will be fully responsible for:
- 2.2.1 coordinating the Services with the City's Project Manager, or her delegate, and ensuring that the performance of the Services does not adversely impact the design or construction schedule for the project or the work and/or services provided by the City's other consultants;
 - 2.2.2 taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in the RFP;
 - 2.2.3 acting as payment certifier for all Contractors and Sub-Consultants for the duration of the construction, up to total performance of the construction work, as set out in this Professional Services Agreement, the RFP and the Proponent's submission;
 - 2.2.4 maintaining and supervising its employees and Sub-Consultants.
- 2.3 The Architect represents and warrants to the City that the Architect possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Architect will perform the Services:
- 2.4.1 with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - 2.4.2 in accordance with sound current professional practices and design standards; and
 - 2.4.3 in conformance with any and all Applicable Laws.
- 2.5 The Architect will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- 2.5.1 the requirements and appendices of this Agreement, or
 - 2.5.2 where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.

- 2.6 The Architect will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

2.7 Schematic Design Phase

In addition to the Basic Services for the Schematic Design Phase set out in Schedule A and the Architect's Proposal, the Architect will:

- 2.7.1 review the requirements furnished by the City and the characteristics of the Premises;
- 2.7.2 review and comment on the Construction Budget and Project Schedule in relation to the City's requirements;
- 2.7.3 review with the City alternative approaches to the design of the Work the types of construction contracts;
- 2.7.4 review applicable statutes, regulations, codes and by-laws and where necessary, review the same with the authorities having jurisdiction;
- 2.7.5 based on the mutually agreed upon requirements, schedules and Construction Budget prepare for the City's review and approval schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other; and
- 2.7.6 provide the Cost Consultant with information necessary to prepare an estimate of the Construction Cost.

2.8 Design Development Phase

In addition to the Basic Services for the Design Development Phase set out in Schedule A and the Architect's Proposal, based on the City approved schematic design documents and approved estimate of Construction Cost, the Architect will:

- 2.8.1 prepare for the City's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the Project to describe the size and character of the entire Project including the architectural, structural, mechanical, and electrical systems, signage, graphics, materials and such other elements as may be appropriate;

- 2.8.2 review and comment upon the cost estimates prepared by the Cost Consultant, and investigate alternate solutions to problem areas and generally consult with the City and the Cost Consultant to the extent necessary for the Cost Consultant to be able to confirm the final design is consistent with the Construction Budget; and
- 2.8.3 continue to review applicable statutes, regulations, codes and by-laws as the design of the Project is developed.

2.9 Construction Documents Phase

In addition to the Basic Services for the Construction Documents Phase set out in Schedule A and the Architect's Proposal, based on the City approved design development documents and approved estimate of Construction Cost, the Architect will:

- 2.9.1 prepare, for the City's review and approval construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project;
- 2.9.2 provide the necessary documents for the City to obtain pre-tender estimates of Construction Costs from the Cost Consultant;
- 2.9.3 obtain instructions from and advise the City in the preparation of the necessary bidding information, bidding forms, conditions of the contract and the form of contract between the City and the Contractor; and
- 2.9.4 review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction in order that the City may apply for and obtain the required consents, approval, licenses and permits necessary for the Project.

2.10 Tender Bidding Phase

In addition to the Basic Services for the Tender Bidding or Negotiation Phase set out in Schedule A and the Architect's Proposal, the Architect will:

- 2.10.5 Following the City's approval of the Contract Documents and of the latest estimate of the Construction Cost, the Architect shall assist and advise the City on obtaining bids or negotiated proposals and in awarding and preparing the Contract.

- 2.10.6 Working with City staff, be available to answer inquiries and assist in preparing, coordinating and issuing addenda as required.

2.11 Construction Phase - Contract Administration

In addition to the Basic Services for the Construction Phase - Contract Administration set out in the RFP and the Architect's Proposal, the Architect will perform the following:

- 2.11.1 During the construction phase - contract administration, the Architect shall:
- .1 represent the City as a Consultant and be available to answer technical questions;
 - .2 advise and consult with the City;
 - .3 have the authority to act on the City's behalf to the extent provided in the Agreement and the Contract Documents;
 - .4 have access to the Work at all times wherever it is in preparation or progress;
 - .5 forward all instructions from the City to the Contractor;
 - .6 carry out the General Review of the Work;
 - .7 examine, evaluate and report to the City upon representative samples of the Work;
 - .8 keep the City informed of the progress and quality of the Work, and report to the City defects and deficiencies in the Work observed during the course of the site reviews;
 - .9 determine the amounts owing to the Contractor under the Contract based on the Architect's observations and evaluation of the Contractor's application(s) for payment;
 - .10 after approval by the Project Manager issue certificates for payment in the value proportionate to the amount of the Contract, of work performed and products delivered to the Place of the Work;

- .11 in the first instance, interpret the requirements of the Contract Documents and make findings as to the performance thereunder by both the City and the Contractor;
- .12 render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Contractor;
- .13 render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or performance of the Work or the interpretation of the Contract Documents;
- .14 render interpretations and findings consistent with the intent of and reasonably inferable from the Contract Documents; showing partiality to neither the City nor the Contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- .15 have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- .16 review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents;
- .17 prepare contemplated change orders, change orders, and change directives for the City's approval and signature in accordance with the Contract Documents;
- .18 have the authority to order minor adjustments in the Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the Contract price or an extension of the Contract time;

- .19 furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Architect and the Contractor;
- .20 determine the date of Substantial Performance of the Work and issue a Certificate of Completion;
- .21 receive from the Contractor and forward to the City for the City's review the written warranties and related documents;
- .22 determine the date of Total Performance of the Work and issue a written certificate of same;
- .23 verify the validity of the Contractor's application for final payment and issue a certificate of final payment;
- .24 preparing record drawings showing changes in the Work made during construction based on marked-up drawings, and other data furnished by the Contractor to the Architect; the accuracy of such information shall be the sole responsibility of the Contractor; and
- .25 prior to the end of the period of one (1) year following the date of Substantial Performance of the Work, review any defects or deficiencies which have been reported or observed during that period, and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Work in accordance with the Contract.

2.11.2 However, the Architect shall not:

- .1 be required to make exhaustive or continuous on-site review;
- .2 be responsible for the acts or omissions of the Contractor, Sub-Consultants, suppliers or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents; and
- .3 have control, charge or supervision of, or responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs required in connection with the Work.

2.11.3 The extent of the duties, responsibilities and limitations of authority of the Architect as the City's representative during construction shall be

modified or extended only with the written consent of the City and the Architect.

2.12 Budget and Cost Estimates for Construction

- 2.12.1 The Architect shall review and comment on the City's Construction Budget and assist the Cost Consultant with the preparation of the Construction Cost estimates as set out in this Agreement.
- 2.12.2 Neither the Architect nor the City has control over the cost of labour, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Cost estimate.
- 2.12.3 In producing design development and construction documents the Architect shall at all times take the necessary steps to ensure that the design is consistent with the approved program of requirements, the estimates of Construction Cost, and other information furnished by the Cost Consultant and the City's Consultants so that such design development and construction documents are reflective of and consistent with the latest approved estimate of Construction Cost.
- 2.12.4 Variance from the Construction Budget and Project Budget established under this Agreement shall not constitute grounds for the City to withhold fees due to the Architect.

2.13 Adjustment of Construction Budget

- 2.13.1 If the bidding or negotiation phase has not commenced within three (3) months after the Architect submits the construction documents to the City, the Construction Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the City and the date on which bids or proposals are sought.
- 2.13.2 If the lowest bona fide bid or lowest negotiated proposal exceeds the latest approved Construction Budget the City shall:
- .1 give written approval of an increase in the Construction Budget,
or

- .2 authorize rebidding or re-negotiating of the proposal, or
- .3 cooperate with the Architect in revising the Project scope or quality as necessary to reduce the Construction Cost, or
- .4 terminate this Agreement in accordance with Section 5.7.3.

2.13.3 If the City chooses to proceed under Section 2.13.2, unless the excess is due to extraordinary market conditions, the Architect shall, under the direction of the City acting reasonably, modify the construction documents or provide other services necessary to reduce the Construction Cost to the latest approved Construction Budget. Should these modifications or other necessary services requested to reduce the Construction Cost result, in whole or in part, from the Architect's failure to take into account the estimates of Construction Cost and other information furnished by the City's Cost Consultant or other City Consultants, the modification or other necessary services, which would otherwise be an Additional Service, shall be a Basic Service.

2.14 Certificate for Payment

2.14.1 The issuance of a certificate for payment shall constitute a representation by the Architect to the City, based on the Architect's General Review and on review of the Contractor's schedule of values and application for payment that: the Work has progressed to the value indicated; to the best of the Architect's knowledge, information and belief, the Work observed during the course of General Review is in general conformity with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the Work as it progresses for general conformity as provided in Section 2.11;
- .2 the results of any subsequent tests required by or performed under the Contract Documents;
- .3 minor deviations from the Contract Documents being corrected prior to completion; and
- .4 any specific qualifications stated in the certificate of payment.

2.14.2 Prior to the issuance of a certificate for payment by the City to furnishings suppliers and installers, the Architect shall review invoices from furnishing suppliers and installers and recommend payment by the City based on the Architect's assessment of the value of the completed Work.

2.14.3 The issuance of the certificate for payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract price, or that the Contractor has discharged the obligations imposed on him by law under the Workers' Compensation Act, or other applicable statute, non-compliance with which may render the City personally liable for the Contractor's default.

3 CITY'S RESPONSIBILITIES

3.1 The City shall provide:

3.1.1 full information regarding the requirements for the Project including a program setting forth the City's Project objectives, constraints, schedules, and criteria, including:

- .1 spatial and functional requirements and relationships;
- .2 flexibility and expandability;
- .3 special equipment and systems;
- .4 inventory of current furniture at existing and new sites as applicable;
- .5 site requirements; and
- .6 a Construction Budget for the Project.

3.1.3 Information, surveys, reports and services, as set out below, the accuracy and completeness of which the Architect shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the City or the Architect, shall be considered direct contracts with the City unless explicitly provided otherwise:

- .1 surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable; grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage, rights-of-way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
- .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of toxic or hazardous substances or materials present at the Place of the Work, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations;
- .3 reports and appropriate professional recommendations of specialist consultants when reasonably required by the Architect, subject always to Section 2.1.1 and Schedule A, Section A3.
- .4 air and water pollution tests, tests for toxic or hazardous substances or materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the Architect, the Architect's Sub-Consultants, the authorities having jurisdiction or the Contract Documents; and
- .5 all legal, accounting and insurance counselling services as may be necessary at any time for the Project, including such auditing services at any time for the Project, including such auditing services as the City may require to verify the Contractor's applications for payment or to ascertain how or for what purpose the Contractor uses the monies paid by or on behalf of the City.

3.2 The City shall:

- 3.2.1 examine documents submitted by the Architect and give the Architect decisions and approvals as necessary;

- 3.2.2 obtain and pay the cost of all required consents, approvals, licences and permits from authorities having jurisdiction;
- 3.2.3 immediately notify the Architect in writing if the City observes or otherwise becomes aware of any fault or defect in the Project or any non-conformity with the requirements of the Contract;
- 3.2.4 promptly fulfil the City's responsibilities for the orderly progress of the Architect's services and of the Work;
- 3.2.5 authorize in writing a person to act on the City's behalf and define that person's scope of authority with respect to the Project when necessary; and
- 3.2.6 using the construction industry standard form of legal, insurance and bonding documents as a basis and in consultation with the City's Director of Legal Services, the City's Manager of Supply Management and the City's Director of Risk Management, prepare the contract terms and conditions for the Invitations to Tender and Contract Documents for the Work, subject always to the requirement that the Architect be will be responsible for:
- .1 the preparation of all design, specification and other tender and Contract documentation that does not form part of the text-based legal terms and conditions of the documents;
 - .2 the review of all text-based legal terms and conditions to ensure logical consistency (as opposed to legal compatibility) of the Architect's work with those legal terms and conditions; and
 - .3 review and incorporation of such requirements and refinements as are requested by the City's Director of Legal Services and the City's Manager of Supply Management.

4.0 PAYMENTS TO THE ARCHITECT

4.1 Payments

- 4.1.1 The City shall pay professional fees and reimbursable expenses to the Architect as set forth in this Article and Schedule B.

- 4.1.2 Payments for the Architect's Basic Services shall be made monthly, and where applicable, shall be in proportion to services performed within each phase of the service.
- 4.1.3 Payments on account of Additional Services described in Schedule B and for reimbursable expenses shall be made monthly upon submittal of the Architect's invoice for services rendered or expenses incurred.
- 4.1.4 The Architect shall submit invoices by the fifth (5th) day of each calendar month for services performed during the preceding month. Invoices shall be accompanied by full supporting documentation for verifying charges. The City will pay the amount of each invoice it approves within thirty days following receipt. The City shall inform the Architect within fifteen (15) calendar days of any disagreement it may have, acting reasonably, with any invoice, or portion thereof, otherwise the invoice shall be deemed to have been approved and subject to payment within thirty (30) days of receipt. If a portion of an invoice is rejected, the City shall pay the undisputed portion within thirty (30) days of receipt. The balance shall be payable thirty (30) days after the reason for the dispute has been resolved, with both parties acting reasonably.

Invoices shall be addressed to:

City of Vancouver
Facilities Design and Management
515 West 10th Avenue, Suite 300
Vancouver, British Columbia V5Z 4A8
Attention: Michelle Schouls, Project Manager

The City's Purchase Order number shall be indicated on each invoice.

- 4.1.5 Any payment not made by either party within thirty (30) days of the due date will bear interest from the thirty first (31st) day to the date of payment at an annual interest rate equal to two percent (2%) above the Prime Rate. Amounts disputed by the City pursuant to Section 4.1.4 will not bear interest until the thirty first (31st) day following the date in which the dispute has been resolved.
- 4.1.6 Except for amounts which the City is disputing under Section 4.1.4, no deductions may be made by the City from amounts payable to the Architect under this Agreement except where and then only to the

extent that such amounts are lawfully due and payable by the Architect to the City.

4.2 Direct Personnel Expense

4.2.1 In this Article and Schedule A, direct personnel expense means the salary of the Architect's or the Architect's Sub-Consultant's personnel engaged on the Project plus the cost of such mandatory and customary contributions and employee benefits as employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.3 Reimbursable Expenses

4.3.1 In this Article and Schedule A, reimbursable expenses include, but are not limited to, the following expenses incurred by the Architect and the Architect's employees in the interest of the Project plus five (5) percent of such actual expenditure, for administrative services, except such mark up shall not apply to fees and expenses of Architect's Sub-Consultants:

- .1 transportation in connection with the Project for authorized travel, e.g., for transportation, lodging and meals, however, expenditures for travel within the Lower Mainland of British Columbia and to and from persons' residences shall not be included as a reimbursable expense;
- .2 communication and shipping, e.g., for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
- .3 reproduction of plans, sketches, drawings, graphic representations, specifications and other documents excluding reproductions for Architect's office use;
- .4 renderings, plotting of computer-generated drawings, models, and mock-ups specifically requested by the City;
- .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction; and

- .6 overtime services authorized in advance by the City to the extent that the cost of such services exceeds normal direct personnel expenses.

4.4 Fee for Basic Services

- 4.4.1 The Architect's fee for the Architect's Basic Services shall be calculated in accordance with the provisions of Schedule A.

4.5 Fee for Additional Services

- 4.5.1 For services in Schedule B and when revisions or additions are made to previously approved documents prepared by the Architect and such revisions or additions require services beyond those already provided, the fee for such Additional Services shall be based on the hourly rates in Schedule A or as otherwise mutually agreed with the City.
- 4.5.2 Despite any other term of this Agreement, the Architect agrees that the City may assume that all services are Basic Services unless the City expressly requests Additional Services in writing or the Architect notifies the City in writing and in advance that an Additional Service is required or has been requested by the City and the City then agrees in writing and expressly authorizes the performance of the Additional Service.

4.6 Changes and Adjustments

- 4.6.1 If the scope of the Project or of the Architect's Basic Services is changed, the fees shall be equitably adjusted.
- 4.6.2 If and to the extent that the Contract time initially established in the Contract for construction is exceeded or extended through no fault of the Architect and the Architect is required to provide ongoing contract administration services, fees for services required for such extended period of the contract administration shall be computed as set forth in Section A2 of Schedule A.

4.7 Project Suspension or Abandonment

4.7.1 If the Project is suspended or abandoned in whole or in part for more than a total of ninety (90) consecutive days, the Architect shall be paid within thirty (30) days of the date that an invoice is submitted for all services performed and reimbursable expenses incurred to date. If the Project is resumed after being suspended or abandoned in whole or in part for more than a total of sixty (60) days whether consecutive or not, the Architect's fees shall be equitably adjusted.

4.8 Taxes

4.8.1 In the event that new or additional taxes in respect of the services included in this Agreement are required by federal or provincial legislation after the Agreement is executed, the amount under this Agreement shall be adjusted to include such levies.

4.8.2 Fees and reimbursable expenses may be subject to such value added taxes as the GST. The City shall pay to the Architect, together with and in addition to any fees and reimbursable expenses that become payable, any value added taxes that become payable in relation to the fees and reimbursable expenses as required by legislation.

4.8.3 All tax credits received by the Architect in respect of the services included in this Agreement shall be reimbursed to the City.

4.9 Accounting Records

4.9.1 The Architect shall maintain according to generally accepted accounting principles consistently applied, records of all reimbursable expenses, of expenditures pertaining to the Architect's Basic Services, Additional Services and of services for which the fee is computed as a multiple of direct personnel expense. The Architect will also keep original copies of all receipts and invoices for reimbursable expenses which have been paid by the Architect. These records shall be available to the City upon request at mutually convenient times at the Architect's premises.

5.0 GENERAL CONDITIONS

5.1 Copyright

5.1.1 Copyright for the design and drawings prepared by or on behalf of the Architect belong to the Architect. Plans, sketches, drawings, graphic representations and specifications, including computer-generated designs, are instruments of the Architect's service and shall remain the

property of the Architect whether the Project for which they are made is executed or not.

- 5.1.2 Submissions or distribution of the Architect's plans, sketches, drawings, graphic representations and specifications to meet official regulatory requirements or for other purposes in connections with the Project is not to be construed as publications in derogation of the Architect's reserved rights.
- 5.1.3 The City, its successors and assigns have the right, at any time and from time to time, to modify in any way whatsoever including, without limitation, additions, alterations and reconstructions, the Project (including any building or structure constructed pursuant to this Agreement) derived in whole or in part from the designs and drawings prepared by or on behalf of the Architect pursuant to this Agreement. Such modifications shall not constitute an infringement of the Architect's moral rights pursuant to this Agreement.
- 5.1.4 The Architect now irrevocably grants to the City a perpetual fully paid up non-exclusive license (subject to Section 5.2.2) to use the copyrighted property of the Architect referred to in Section 5.1.1 above, but only for the limited purposes set out in Section 5.2.1 and the Architect now waives any and all moral rights in connection with the licence rights granted to the City under this Section and will ensure that all individuals performing any of the services under this Agreement transfer all copyright to the Architect and release and waive all moral rights with respect to such work produced under this Agreement as is necessary to validate this grant of licence to the City.

5.2 Use of Documents

- 5.2.1 The Architect shall provide to the City copies, including reproducible copies, of plans, sketches, drawings, graphic representations, specifications and AutoCAD disks for information, reference and modification in connection with the City's use, occupancy and any future alterations, additions or reconstruction of the Work. Except for reference purposes, the plans, sketches, drawings, graphic representations, specifications and AutoCAD disks shall only be used for additions or alterations to the Project but under no circumstances may they be used in any other way or in any other project outside of the Place of the Work.
- 5.2.2 As a condition precedent to the use of the plans, sketches, drawings, graphic representations and specifications for the Project, all fees and

reimbursable expenses of the Architect payable pursuant to this Agreement as of the date of the proposed use by the City are required to be paid in full.

5.2.3 The City shall be entitled to keep original models or architectural renderings the City specifically commissioned.

5.3 Project Identification

5.3.1 The Architect shall be entitled, at Architect's expense, to sign the building by inscription or otherwise on a suitable and reasonably visible part of the permanent fabric of the building. The location, size and design of the sign or inscription shall be subject to approval by the City.

5.4 Dispute Resolution

5.4.1 For the purposes of this Section 5.4, "dispute" means a disagreement arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it and includes any failure to reach agreement where an agreement is required.

5.4.2 All matters in dispute under this Agreement may, with the concurrence of both the City and the Architect, be submitted to arbitration pursuant to the Commercial Arbitration Act (British Columbia).

5.4.3 The parties to the Agreement may jointly appoint a single arbitrator, or if they fail to agree on such arbitrator, shall each appoint one nominee to a board of arbitration. These nominees shall together agree upon a third person to act as chairperson; the three persons so selected shall constitute the board of arbitration. The arbitrators must be impartial and independent and be experienced and skilled and knowledgeable of design and construction industry issues.

5.4.4 If the parties cannot agree to the appointment of an arbitrator(s) within twenty (20) working days after the arbitrator(s) was requested, either party may request a court judge to appoint an arbitrator.

5.4.5 The award of the arbitrator or board of arbitration shall be final and binding upon the parties.

5.5 Liability of the Architect

- 5.5.1 For the purpose of this Section 5.5 "claim" or "claims" shall mean a claim or claims whether in contract or tort.
- 5.5.2 It is agreed that the Architect shall not be liable for damages, interest, costs or any other expenses arising out of the failure of any manufactured product or any manufactured or factory-assembled system of components to perform in accordance with the manufacturer's written specifications on which the Architect relied in the preparation of the design, construction or supplementary documents, unless the Architect could reasonably have anticipated such failure.
- 5.5.3 It is agreed that the Architect shall not be liable for any claim, action or suit directly and solely arising out of the inappropriate use of the Project by the City, any tenant or their respective agents, employees or consultants. Provided however this Section shall in no event relieve the Architect from any liability relating to its wrongful acts or omissions.

Insurance:

- 5.5.4 The Architect shall, purchase and maintain, at it's own cost, professional liability insurance covering the Architect for the services to be performed by the Architect under this Agreement. The professional liability insurance policy shall have limits of Two Million Dollars (\$2,000,000) per claim and Five Million Dollars (\$5,000,000) in annual aggregate and be subject to a deductible of not more than Ten Thousand Dollars (\$10,000) per claim. The policy will remain in effect throughout the period of construction and for a minimum of two (2) years following the date of Substantial Performance of the Work. The professional liability insurance policy will require the insurer to provide the City with at least thirty (30) days prior written notice of any reduction or cancellation in coverage.
- 5.5.5 The Architect shall purchase and maintain during the entire term of this Agreement, at its own cost, a commercial general liability insurance policy acceptable to the City, subject to limits of not less than Two Million Dollars (\$2,000,000) per occurrence and a deductible of not more than Five Thousand Dollars (\$5,000) per claim that protects the Architect and its directors, officers, partners, personnel, and agents from all insurable claims which might arise from the performance of the Basic Services and any Additional Services in accordance with this Agreement, for any damage to property, including loss of use thereof, completed operations or products, any bodily injury including personal injury, and death caused by the negligence, fault, error or omission of the Architect or its directors, officers, partners, employees or agents or

any of them, in respect of the performance of the services under this Agreement.

- 5.5.6 During the entire term of this Agreement, the Architect shall have the commercial general liability policy of insurance referred to in Section 5.5.5 endorsed, in respect of the performance of this Agreement:
- (a) to name the City as an additional insured;
 - (b) to provide that the insurance shall include a cross liability clause or endorsement in favour of the City; and
 - (c) to provide that no cancellation of the insurance shall be made except on at least thirty (30) days written notice from the insurer to the City.
- 5.5.7 The Architect will cause the Architect's Sub-Consultants to carry the insurance specified in Sections 5.5.4, 5.5.5., and 5.5.6.
- 5.5.8 Prior to commencement of this Agreement, the Architect will provide the City with evidence of all required insurance to be taken out in the form of a detailed certificate of insurance. The certificate of insurance must identify the Contract Title, number, policy holder and contract subject-matter, and must not contain any disclaimer. Similar evidence of renewals, extensions or replacements of all required insurance must be forwarded to the City's Designated Representative. At any time, upon request, the Architect will provide the City's Designated Representative with certified copies of all insurance policies required by this Agreement.

Upon request, the Architect will deposit with the City's Designated Representative detailed certificates of insurance for the policies it has obtained from its Sub-Consultants and a copy of the insurance-related clauses from those agreements.

WorkSafeBC Coverage:

- 5.5.9 The Architect agrees that it will procure and carry at its expense and will cause each of the Architect's Sub-Consultants to procure and carry at their expense full WorkSafeBC ("WCB") coverage as required by the *Workers Compensation Act* (British Columbia) and the regulations hereunder including all amendments thereto from time-to-time (the "WCB Legislation") for their respective employees, contractors and agents engaged in the performance of the services under the

Agreement. The Architect agrees that, notwithstanding any other provision of this Agreement, the City has the unfettered right to set off the amount of the unpaid premiums, assessments and penalties for such WCB coverage against any monies owing by the City to the Architect. The City will have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 5.5.10 Prior to commencing any services under this Agreement and thereafter as and when requested by the City, the Architect will provide the City with the Architect's and each Architect's Sub-Consultant's WCB registration numbers and with written confirmation from the WCB that the Architect and all of the Architect's Sub-Consultants are registered and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.
- 5.5.11 With respect to any and all services provided by the Architect or the Architect's Sub-Consultants at the Place of the Work, the Architect is now appointed and now accepts appointment as the "prime contractor", as defined in the WCB Legislation, for the purposes of this Agreement, but only with respect to the Architect's and the Architect's Sub-Consultants' employees, contractors and agents.
- 5.5.12 The Architect will indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (a) unpaid WCB assessments of the Architect or any other employer for whom the Architect is responsible under this Agreement;
 - (b) the acts or omissions of any person engaged directly or indirectly by the Architect in the performance of the services, or for whom the Architect is responsible at law and which acts or omissions are or are alleged by the WCB to constitute a breach of the WCB Legislation or any other failure to observe the safety rules, regulations and practices of WCB, including any and all fines and penalties levied by the WCB, and
 - (c) Any breach of Sections 5.5.8 to 5.5.10.
- 5.5.13 The Architect hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against any and all liability, arising or resulting from the errors, omissions or negligent acts of the Architect or any of the Architect's Sub-Consultants, their respective agent(s), servant(s), or

employee(s) under this Agreement, excepting always liability arising out of the negligent acts of the City its successors, assigns and authorized representatives. This indemnity will survive the expiry or termination of this Agreement.

5.5.14 Architect's liability to indemnify the City under this Agreement shall be subject to exclusions, conditions and limits only if approved in writing by the City.

5.5.15 Architect shall provide at the commencement of Architect's services and from time to time as requested by the City, copies of the Architect's and the Architect's Sub-Consultants' insurance certificates evidencing the insurance coverages required by this Agreement.

5.6 Toxic or Hazardous Substances or Materials

5.6.1 For the purposes of Section 3.1.3 and Section 5.6:

.1 "toxic or hazardous substances or materials" means any solid liquid, gaseous, thermal or electromagnetic irritant or contaminant and includes, without limitation, pollutants and hazardous or special wastes whether or not defined in any federal, provincial or municipal laws, statutes or regulations;

.2 "Architect" includes the Architect's officers, directors, employees, representatives and Sub-Consultants.

5.6.2 Unless otherwise specifically provided in this Agreement, the Architect shall have no responsibility for:

.1 the discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of,

.2 the advice of any independent expert selected by the Architect on behalf of the City and the Contractor under the Contract in respect of, or

.3 the exposure of persons, property or the environment to,

toxic or hazardous substances or materials in any form at the Place of the Work.

5.7 Termination

- 5.7.1 Unless otherwise stated in this Agreement, the Architect's services terminate one (1) year after certification of Substantial Performance of the Work.
- 5.7.2 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.
- 5.7.3 This Agreement may be terminated without cause by the City at any time on giving the Architect at least seven (7) days' prior written notice.
- 5.7.4 In the event of termination the Architect shall be paid within thirty (30) days of the date that an invoice is submitted for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due and all termination expenses.
- 5.7.5 For the purposes of this Section 5.7, "termination expenses" means direct out-of-pocket expenses incurred by the Architect as a direct result of termination of the Agreement pursuant to Sections 5.7.2 or 5.7.3 but without duplication of any other payment made by the City and despite any other term of this Agreement in no event will termination expenses exceed fifteen percent (15 %) of the aggregate amount payable for services and reimbursable expenses rendered and incurred within the last thirty (30) days prior to the effective date of such termination.

5.8 Law Governing This Agreement

- 5.8.1 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the parties now irrevocably agree that, unless the parties agree to arbitration pursuant to Section 5.4, the courts of the Province of British Columbia shall have exclusive jurisdiction in all matters arising out of or in any way relating to this Agreement.

5.9 Successor and Assigns

- 5.9.1 The City and the Architect, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Except as otherwise provided herein, neither the

City nor the Architect shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

5.10 Extent of Agreement

5.10.1 This Agreement represents the entire and integrated Agreement between the City and the Architect and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Architect.

5.11 Notices

5.11.1 Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by facsimile or mailed in British Columbia by pre-paid registered post to the parties as follows:

TO THE CITY:

City of Vancouver
Facilities Design and Management
515 West 10th Avenue, Suite 300
Vancouver, British Columbia V5Z 4A8

Attention: Michelle Schouls, Project Manager
Fax: 604.871.6084

TO THE ARCHITECT:

[Insert Name of Consultant/Architect]

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provision of this Agreement is deemed to be received on the day of delivery or transmission by facsimile if received on any day other than a Saturday, Sunday or statutory holiday in British Columbia (a "Business Day") and if not a Business Day then on the next Business Day or if mailed, on the third Business Day following the posting thereof, provided that if there is a postal strike, dispute or slowdown, notices will only be effective if delivered or transmitted by facsimile.

5.12 No Promotion

- 5.12.1 The Architect will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Architect to perform its obligations under this Agreement).
- 5.12.2 Furthermore, the Architect undertakes and will cause all of the Architect's Sub-Consultants to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Architect and the City, the International Olympic Committee ("IOC"), the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic & Paralympic Winter Games ("VANOC"). Without limiting the generality of the foregoing, the Architect will not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", the "IOC", "Host City", "Olympic Village", "Athlete's Village", the "Village" or "Olympics" and will not use any website, domain name, official emblem, logo or mascot of the City of Vancouver, VANOC, or the 2010 Olympic and Paralympic Winter Games in any Communications, without the express prior written consent of the City.

5.13 Compliance with Law

- 5.13.1 The Architect will comply and will cause the Architect's Sub-Consultants to comply with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Architect, the Architect's Sub-Consultants and the services to be performed under this Agreement, all as may be in force from time to time.

6.0 OTHER CONDITIONS

- 6.1 The Architect will be responsible for retaining and paying all the Architect's Sub-Consultants as listed in Schedule A, Section A3. However, the City now acknowledges that it will be responsible for retaining and paying for the Cost Consultant and the other City Consultants referred to in this Agreement.

- 6.2 The Architect will assume full responsibility to the City for all work performed by the Architect's Sub-Consultants under this Agreement. Nothing in this Agreement will create any contractual relationship between the City and the Architect's Sub-Consultants.
- 6.3 Except as permitted in Section 6.4, the Architect will only utilize the persons and Sub-Consultants named in Schedules A and D to perform the services under this Agreement.
- 6.4 Except for substitutions required by circumstances not within their reasonable control, the Architect and the Architect's Sub-Consultants may not make substitutions or changes to their respective employees assigned to the Project without the prior written consent of the City, whose consent will not be unreasonably withheld, delayed, or conditioned.
- 6.5 For the purposes of this Section, "substitutions required by circumstances not within their reasonable control" mean substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract but expressly exclude situations where an employee is called upon to perform services for another client of the Architect, the Architect's Sub-Consultants or their affiliates.
- 6.6 The City may, with stated reasons and acting reasonably, request that the Architect replace an employee assigned to the Project or cause the Architect's Sub-Consultant to replace employee assigned to the Project. The Architect and the Architect's Sub-Consultants will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 6.7 The Architect will perform the services set out in Schedule B and Section B3.6 which will be deemed to be included in the Architect's Basic Services under this Agreement and are included in the Architect's fixed fee for the Architect's Basic Services.

6.8 Security Checks

The Architect acknowledges that the City has developed a comprehensive security protocol for anyone supplying goods and services to the Vancouver Police Department ("VPD") or having access to VPD information. The Architect agrees that as a condition of entering into this Agreement:

- .1 the VPD may at any time and from time to time during the term of this Agreement, conduct criminal records searches, police history information searches and/or other background checks, investigations

and searches (collectively, "Searches") pertaining to: (i) the Architect; (ii) any principals, directors, managers, employees and agents of the Architect performing, directly or indirectly, any part of the Services; (iii) the Sub-Consultant(s); or (iv) any principals, directors, managers, employees and agents of the Sub-Consultants(s) performing, directly or indirectly, any part of this Agreement which involves, or may involve, access to information (for the purposes of this section, (.1) through (.3) are collectively, the "Architect's Personnel;

- .2 the Architect will cause all Architect Personnel, as a condition of having access to or performing, directly or indirectly, any part of this Agreement which involves, or may involve, access to information, to execute and deliver to the VPD on request, a consent document setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the VPD to perform such Searches; and
- .3 without limiting any other term of this Agreement, the Architect agrees that each of: (i) the failure of any Architect Personnel to deliver any consent or authorization required hereunder; and (ii) receipt by the Architect from the VPD of notice that the outcome of any of the Searches is not satisfactory, shall constitute a default under this Agreement and in such event VPD may, but will not be obligated to, exercise any right or remedy that VPD may have under this Agreement or at law, including without limitation, requiring the Architect to remove any Architect Personnel from the work site and ensure that no information passes to such removed Architect Personnel.

7.0 CONFIDENTIALITY

7.1 In the course of or for the purpose of performing the Services, the Architect will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- 7.1.1 information which is in, or becomes part of, the public domain, not due to the Architect's breach of this Agreement or the Architect's actions;
- 7.1.2 information which was previously in the Architect's possession and did not originate from the City; and
- 7.1.3 information which lawfully becomes available to the Architect from a third party not under an obligation of confidence to the City regarding such information.

- 7.2 The Architect will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Architect will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Article 7. The Architect will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 7.3 If the Architect is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Architect shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Architect will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 7.4 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 services to the City. The Architect confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 7.5 The Architect acknowledges that in the event of a breach by the Architect or any of its employees of their respective confidentiality obligations pursuant to this Article 7, damages alone would not be an adequate remedy. The Architect therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 7.6 The Architect shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- 7.6.1 completion of the Services;
 - 7.6.2 expiration or earlier termination of this Agreement; and

7.6.3 written request of the City for return of the Confidential Information; provided that the Architect shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

7.7 This Article 7 shall survive the expiration or earlier termination of this Agreement.

8.0 TERM OF AGREEMENT

8.1 This Agreement will commence on the Effective Date and will expire one (1) year following the date of Substantial Performance of the Work, which Work must be completed by March 31, 2011 (the "Term")

SAMPLE

In Witness Whereof the parties hereto have executed this Agreement on the date first herein above written.

CITY OF VANCOUVER
By its authorized signatories

Manager, Supply Management

Director, Facilities Design and Management

Architectural Consultant
By its authorized signatories

Name, Title

Name, Title

SAMPLE

SCHEDULE A

FEE FOR ARCHITECT'S SERVICES

The City shall pay fees as set forth below:

A1 Fee for Architect's Basic Services

A1.1 The Architect's and Sub Contractors' total fee shall be comprised of a fixed fee of (CAD) \$ _____ plus GST, plus a total maximum upset fee based on hourly rates for work required for _____ in the amount of (CAD) \$ _____ plus GST.

Architect/Consultant		Fixed Fee
Architect/Consultant		
Interior Designer		
Structural Consultant		
Mechanical Consultant		
Electrical Consultant		
Civil Engineering Consultant		
	Total fixed fee (not inc. GST):	<u>(CAD) \$</u>
	Hourly Fees:	Maximum Upset Fee:
Acoustic Consultant	To be added	
Laboratory Consultant	To be added	
Building Code Consultant	To be added	
Other Consultants as required	To be added	
	Total Maximum Upset Fee(not inc. GST):	<u>(CAD) \$</u>

	Aggregate Total:	(CAD) \$

A1.3 The total fixed fee the Architect's Basic Services (which includes the services of the Architect's Sub-Consultants) shall be apportioned to the phases of service as follows:

Schematic Design Phase	15% percent
Design Development Phase	20% percent
Construction Documents Phase	30% percent
Bidding or Negotiation Phase	5% percent
Construction Phase - Contract Administration	30% percent
Total	<u>100 percent</u>

SAMPLE

SCHEDULE A

FEE FOR ARCHITECT'S SERVICES

(continued)

A2 Fees for Architect's Additional Services

A2.1 Fees for authorized Architect's Additional Services not included in Architect's Basic Services, excluding those provided by the Architect's Sub-Consultants, shall be calculated on a time worked basis at the hourly rates set out in the Architect's Proposal.

A2.2 Hourly rates for the Architect as set out in Section A2.1 are fixed until after one (1) year from Substantial Performance of the Work.

A3 Fees for Architect's Additional Services

A3.1 Fees for authorized Additional Services provided by the Architect's Sub-Consultants shall be invoiced to the Architect by the Architect's Sub-Consultants according to the hourly rates and multiples of direct personnel expense agreed to in advance in writing by the parties. However, in no event will these rates exceed the hourly rates set out in the Architect's Proposal.

SCHEDULE B**ADDITIONAL SERVICES****B1 Provision of Additional Services**

B1.1 The Additional Services described in this Schedule B are not included in the Architect's Basic Services unless so identified in Article 6. The Architect shall only provide these Additional Services if authorized by the City, in advance and in writing.

B2 Project Representation

B2.1 Providing more exhaustive or continuous on site review or representation.

B2.1.1 If more extensive representation at the site than is described in the Construction Phase is required, the Architect shall provide one or more Project representatives to assist in carrying out such additional site review responsibilities.

B2.1.2 Such Project representatives shall, with the approval of the City, be selected, employed, and directed by the Architect, and the Architect shall be compensated as agreed by the City and Architect.

B3 Other Additional Services

B3.1 Design and layout of new furnishings using existing furniture stock.

B3.2 Supervising of installation and relocation of existing furniture stock and equipment.

B3.3 Providing graphics and signage for all newly built and renovated areas.

B3.4 Provision of record drawings

B3.5 Inventory of existing Information Technology equipment, structured cabling and telecommunications and designing new of the same to suit the requirements.

SCHEDULE C

CONSTRUCTION BUDGET AND PROJECT SCHEDULE

C1 The Construction Budget in Canadian dollars (CAD) referred to herein shall be finalized during or prior to the Design Development Phase.

C2 The preliminary Construction Budget is dollars ((CAD), \$), comprised of the following:

\$

Total

\$

C3 The Project Task/Phase Schedule is set out in the Architect's Proposal, to be started on the date of this Agreement and completed by March 31, 2010, as follows:

Phase:	Duration:
Schematic Design Phase	2-3 weeks
Design Development Phase	2-3 weeks
Construction Documents Phase	3-4 weeks
Bidding or Negotiation Phase	4 weeks
Construction Phase - Contract Administration	13 weeks after mobilization

SCHEDULE D

ARCHITECT'S SUB-CONSULTANTS

D1 The following Architect's Sub-Consultants have been approved by the City:

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

APPENDIX 1 - ARCHITECT'S AND ARCHITECT'S SUB-CONSULTANTS' PROPOSALS

SAMPLE

PRIME CONTRACTOR AGREEMENT FORM**1.0 DEFINITIONS**

- (a) "OH&S Regulation" means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- (b) "Owner" means City of Vancouver;
- (c) "Place of the Work" means the work site at [LOCATION ADDRESS OF THE WORK SITE REQUIRED];
- (d) "Prime Contractor" means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- (e) "Project" means [INSERT DESCRIPTION OF THE PROJECT] at [INSERT STREET LOCATION], as contemplated by the Contract Documents, and includes all the Work;
- (f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- (g) "WCB" means the Worker's Compensation Board of British Columbia; and
- (h) "WCB Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- (i) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- The Prime Contractor is to provide a current copy of its WorkSafeBC “Clearance Letter”, a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
- The Prime Contractor is to notify the Owner of any changes of status with WorkSafeBC or the WCB during the course of the Project.

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

- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a “Pre-Job Meeting Form” if the Owner requests.
- For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
- Comply with Section 20.2 of the OH&S Regulation in respect of the Notice of Project.
- Identify and set expectations for each subcontractor’s safety contact.
- Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
- Inform employers and workers of the workplace hazards associated with the Place of the Work.
- At the Place of the Work, provide the information listed in Section 20.3(4) of the OH&S Regulation.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Throughout the term of the Project, the Prime Contractor shall:

- Ensure that all hazards are promptly and appropriately identified and addressed.
- Ensure the health and safety of the workers on the Project.

-
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
 - Ensure provision of first aid equipment and services as required by the OH&S Regulation.
 - Coordinate all occupational health and safety activities for the Project.
 - Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.
 - Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
 - On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
 - In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:

- Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.
- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a Prime Contractor as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

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

Date _____

Contract # _____

Name of Contractor _____

Qualified Coordinator's Name _____ (Construction Only)

Signature of Authorized Representative _____

Print Name and Title _____

Non-Disclosure Agreement (Security Sensitive Material)

WHEREAS, in response to the City's Request for Proposal ("RFP") #PS10055 entitled "Consultant For Architectural Services - Vancouver Police Department Renovation and Relocation" (the "RFP"), the City shall disclose to the Proponent, certain Security Sensitive Material of the City for the sole purpose of considering, evaluating, and responding to the RFP (the "Purpose") and on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Proponent hereby agree as follows:

1.0 Definitions

- 1.1 "Affiliate" means an affiliate as defined in the *Business Corporations Act* (British Columbia), as may be amended.
- 1.2 "Agreement" means this Non-Disclosure Agreement.
- 1.3 "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City's Board of Parks and Recreation, the Vancouver Fire and Rescue Service, and the Vancouver Library Board;
- 1.4 "Proponent's Recipient" means any person who is a member of the Proponent's RFP response team, whether such member is an employee, sub-consultant or agent of the Proponent, or any employee or agent of such person.
- 1.5 "Security Sensitive Material" means all information, in any form or medium, known or used by City or an Affiliate of the City which is not known to the general public, including, but not limited to, the know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information and information as to business opportunities, methods and strategies and research and development of the City and its Affiliates. If and to the extent any Security Sensitive Material is included in any report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such report, assessment, diagram, memorandum, document or Security Sensitive Material in such other form or medium will be deemed to be Security Sensitive Material.

2.0 Title

- 2.1 All right, title and interest in and to Security Sensitive Material will be and remain vested in the City. Nothing in this Agreement obliges the City to disclose Security Sensitive Material to the Proponent or grants the Proponent any license or right of any kind with respect to Security Sensitive Material, except the limited right to use such information solely for the purpose of responding to the RFP.

3.0 Proponent's Obligations

- 3.1 The Proponent will use Security Sensitive Material only as strictly required for the purpose of responding to the RFP and for no other purpose than to respond to the RFP and only in the manner and upon the terms specified in this Agreement.

- 3.2 The Proponent will deal in utmost good faith with the City in its use of the Security Sensitive Material provided by the City.
- 3.3 The Proponent will hold and keep, and will ensure that all of the Proponent's Recipients will hold and keep, the Security Sensitive Material in confidence and in trust for the City, using at least the same degree of care, but no less than a reasonable degree of care, as the Proponent uses to protect its own similar confidential information of like importance, and will,
- (a) prevent any access, reproduction, disclosure or use of the Security Sensitive Material not expressly authorized herein,
 - (b) disclose the Security Sensitive Material only to those of the Proponent's Recipients who have a definable need to know such information for the purpose of submitting to the RFP and who are informed of the confidential nature of such information and only to the extent strictly necessary in order to carry out the purpose of submitting to the RFP, provided that such Proponent's Recipients are bound by a confidentiality agreement with the Proponent no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Proponent agrees to use its best efforts to recover any of the Security Sensitive Material in such person's custody or control. The Proponent will be responsible for all damages arising from any disclosure of all or part of the Security Sensitive Material or any act in contravention of this Agreement by a person to whom such Security Sensitive Material was given by the Proponent as if the disclosure were made or the act performed directly by the Proponent,
 - (c) not, and will ensure that each of the Proponent's Recipients will not, copy or reproduce any of the Security Sensitive Material, except as strictly necessary in order to carry out the Authorized purpose of responding to the RFP, and
 - (d) promptly notify the City in writing of any unauthorized copying, reproduction, use or disclosure of the Security Sensitive Material of which the Proponent is or becomes aware, and such notice will include a detailed description of the circumstances of the copying, reproduction, use or disclosure and the parties involved.

4.0 Exceptions to Confidentiality Obligations

- 4.1 This Agreement imposes no obligation upon the Proponent with respect to the City's Security Sensitive Material received hereunder that
- (a) the Proponent can promptly demonstrate with documentary evidence was already legitimately known to the Proponent without a duty of confidentiality prior to the disclosure thereof by the City,
 - (b) is lawfully received by the Proponent from a third party, other than a supplier introduced to the Proponent by the City, without a duty of confidentiality,
 - (c) has become general public knowledge through no act or fault on the part of the Proponent or the Proponent's Recipients, or

- (d) the Proponent can promptly demonstrate with documentary evidence was independently developed by or for the Proponent without the use of any Security Sensitive Material.

5.0 Legal Requirement to Disclose

- 5.1 If the Proponent or any of the Proponent's Recipients is or becomes legally required to disclose any Security Sensitive Material to a government body or court of law, the Proponent agrees, to the extent permissible by law, to give, and will ensure that the Proponent's Recipients give, the City sufficient advance notice to enable the City the opportunity to contest the disclosure or obtain a protective order.

6.0 Warranty Disclaimer

- 6.1 All Security Sensitive Material is provided on an "as is" basis, and all representations and warranties, express or implied, including as to its accuracy or completeness, fitness for purpose, merchantability, and non-infringement, are hereby disclaimed.

7.0 Injunctive Relief

- 7.1 The Proponent acknowledges and agrees with the City that
 - (a) the secrecy of the Security Sensitive Material is of the utmost importance to the City, and the Security Sensitive Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the City's interests against any actual or threatened breach of this Agreement
 - (b) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the City's business and security and all defences to the strict enforcement thereof by the City are hereby waived by the Proponent to the fullest extent permitted by law, and
 - (c) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the City, and so the City will, in addition to any other rights to relief, be entitled to the remedies of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement, without proof of actual damages or the inadequacy of monetary damages.

8.0 General

- 8.1 Upon the request at any time of the City, the Proponent will promptly destroy all Security Sensitive Material and any copies or reproductions thereof in the Proponent's possession or under its control or in the possession or under the control of any of the Proponent's Recipients, and will certify in writing such destruction or return of all Security Sensitive Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Proponent's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.
- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.

- 8.3 The Proponent will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Proponent from making such disclosure
 - (a) on a confidential basis to any of the Proponent’s Recipients to the extent such person needs to know such information strictly for the purpose of responding to the RFP, or
 - (b) in order to comply with the requirements of applicable securities or other laws.
- 8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Proponent irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
- 8.6 If the Proponent agrees to the terms and conditions of this Agreement the Proponent is required to sign this Agreement below before viewing Security Sensitive Material and commencing on the Informational Meeting and Site Visit.

Signed by:

[Print name in full with title]

[Print Proponent’s company name in full]

Date

The following documentation and plans are available to Proponents in CD format:

- a) “VPD Facilities Strategic Planning and Transition Costing”
- b) PDF plans of 2120 Cambie Street.
- c) PDF plans of 3585 Graveley Street.
- d) PDF plans of 1570 Kootenay Street.

Please note that the PDF plans are not “as-built” drawings and that this and any other information, including any studies, reports, plans, drawing or specifications is provided by the City to the Proponent for information purposes only and may not be relied upon by the Proponent and will not remove the Proponent’s responsibility to confirm all conditions on site.

The documentation and plans can be picked up by Proponents during Working Days from 8:30 A.M. to 4:30 P.M. at:

City of Vancouver
Purchasing Services,
City Square
555 West 12th Avenue
Office 320, East Tower
Vancouver, BC V5Z 3X7

Before picking up these CDs all prospective Proponents are to submit a signed Non-Disclosure Agreement Form, a copy of which is attached as Appendix 7, to Supply Management by fax at (604) 873-7057 or e-mail to purchasing@vancouver.ca