REQUEST FOR PROPOSALS

LANDSCAPE CONTRACTOR FOR GREEN INFRASTRUCTURE PLANTING AND ESTABLISHMENT SERVICES

RFP No. PS20201127

Issue Date: November 23, 2020

Issued by: City of Vancouver (the "City")

TABLE OF CONTENTS

PART A – INFORMATION AND INSTRUCTIONS 1
1.0 THE RFP 1
2.0 KEY DATES 2
3.0 CONTACT PERSON 2
4.0 SUBMISSION OF PROPOSALS 2
5.0 CHANGES TO THE RFP AND FURTHER INFORMATION 3
6.0 PROPOSED TERM OF ENGAGEMENT 3
7.0 PRICING 4
8.0 EVALUATION OF PROPOSALS 4
9.0 CITY POLICIES 5
10.0 CERTAIN APPLICABLE LEGISLATION ..... Error! Bookmark not defined.
11.0 LEGAL TERMS AND CONDITIONS ..... Error! Bookmark not defined.

PART B – SCOPE OF WORK 1
1.0 SCOPE OF WORK ..... Error! Bookmark not defined.

PART C – FORM OF PROPOSAL 1
APPENDIX 1 LEGAL TERMS AND CONDITIONS OF RFP 3
APPENDIX 2 QUESTIONNAIRE 9
APPENDIX 3 COMMERCIAL PROPOSAL 15
APPENDIX 4 PROPONENT'S REFERENCES 17
APPENDIX 5 CERTIFICATE OF INSURANCE 19
APPENDIX 6 DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE 20
APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S) 21
APPENDIX 8 SUBCONTRACTORS 22
APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT 24
APPENDIX 10 CONFLICTS; COLLUSION; LOBBYING 25
APPENDIX 11 PROOF OF WORKSAFEBC REGISTRATION 26

PART D FORM OF AGREEMENT 1

SUMMARY

The RFP concerns the City of Vancouver's interest in procuring plant installation and establishment services at two or more locations, including the following:

1. Cambie Street and West 35th Avenue
2. Sunset Park – 404 East 51st Avenue

The City recently completed the installation of a series of rainwater management facilities at these project sites. These rainwater management swales and bulges will take runoff from the street and allow it to infiltrate into the ground.

Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("**RFP**"): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.

1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "**Agreement**"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.

1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C - Form of Proposal.

1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.6 The RFP consists of four parts, plus appendices:

(a) PART A – INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b) PART B – SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c) PART C – FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

(d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "**Form of Agreement**"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on December 8, 2020
Closing Time	3:00pm on December 15, 2020

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Jessica Li, Buyer
jessica.li@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "**Closing Time**").

4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS# - Title – Vendor name.
- Document format for submissions:
    - RFP Part C in PDF format – 1 combined PDF file,

- Appendix 3 (pricing tab) in Excel format, and;
- Any other attachments if necessary

- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the "**Form of Proposal**"), completed and duly executed by the relevant Proponent.

4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.

4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a two (2) - year period, with three (3) possible one (1)-year extensions, for a maximum total term of five (5) years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	45%
Sustainability (Environmental and/or Social)	10%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, 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-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the 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; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at https://policy.vancouver.ca/ADMIN011.pdf . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 CERTAIN APPLICABLE LEGISLATION

10.1 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.

10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding

11.0 LEGAL TERMS AND CONDITIONS

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the "**Scope of Work**") IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading "Alternative Solutions" the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Scope of Work expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.0 BACKGROUND

The City of Vancouver recently completed the installation of two rainwater management facilities - infiltration swales - at the following two project sites:

1. Cambie Street & West 35th Avenue
2. Sunset Park - 404 E 51st Avenue

These swales will take runoff from the street and allow it to infiltrate into the ground.

2.0 GENERAL REQUIREMENTS

The City requires planting and establishment services for the two project sites. Additional sites, subject to funding approval, may be added at a later date.

Contractors are invited to tender for:

1. The supply, delivery and installation of plants
2. The supply, delivery and installation of mulch
3. The design, supply, delivery and installation of an irrigation system (Sunset only)
4. A two-year establishment and guarantee period for the planted areas
5. The supply and delivery of watering services (Cambie St. only)

3.0 SCOPE OF WORK

Scope of work generally includes but is not limited to:

Planting Work:

Supply, delivery and installation of specified plant material and composted mulch. All plant material to conform to CSLA/BCSLA standards.

Establishment tasks:

- Establishment tasks including watering and replacement of failed plants for a period of 24 months from the date of Acceptance for Planting
- Weeding
- Pruning and annual cut back
- Removal of sediments, trash and debris
- Cleaning of inlets
- Address areas of erosion in planting bed during establishment period, and coordinate with City staff on erosion control measures as needed
- Guarantee of the plants for a period of 24 months from the date of installation, including replacement with alternative species selection in the case of mass species failure
- Maintain Canadian Landscape Standard (CLS) Maintenance Level 2 groomed for Sunset (CLS: T-14.16), and Level 3 Moderate for Cambie (CLS: T-14.17)
- Possibility of three one-year options to extend the planting maintenance

Watering (Cambie Only):

- Supply and delivery of watering services – Provisional Item
- Watering should be conducted in accordance to the attached Watering and Establishment schedule
- Contractor to ensure watering is done supplemental to rainfall, and adjust watering scheduling accordingly
- Watering frequency is subject to adjustment by discretion of City's Project Manager

Irrigation (Sunset Only):

- Design, supply, delivery and installation of an automatic irrigation system (with Back Flow prevention device); water efficient design is preferred
- Provide (2) two year warranty from the date of its acceptance, regular maintenance and repair for automatic irrigation system;
- Provide winterization and spring start-up operations for the duration of the maintenance period.
- Irrigation As-Built Drawings - Upon completion and approval of work by the City's Project Manager; the contractor shall provide an as-built drawing of the system that indicates the sprinkler model and location, pipe size and location, automatic valves model and location, winterization adapter location (if applicable), wire or control tube location, controller location, main shut-off valve, any isolation valve locations, and dimensioned location of buried sleeves. The as-built drawing will be drawn to scale

NOTE: The irrigation contractor will have a minimum of (5) five years of experience installing irrigation systems and have attained certification by the Irrigation Association as a Certified Irrigation Contractor.

Traffic Management:

Provide all traffic control necessary to facilitate both the planting works, establishment tasks and watering in a safe manner, adhering to the standard procedures and practices prescribed by the Ministry of Transportation and highways and all City Policies regarding traffic control.

Utilities:

Upon commencement of the construction, project as-built drawings will be provided to the Contractor to identify subsurface utilities and the completed GI assets. The Contractor shall use the as-builts as reference only. The contractor shall be responsible for any damage to the public and private utilities and sub-surface Green Infrastructure assets (Refer to Utilities shown in the project specific Planting Plans as reference only).

Access to the Site:

Road access throughout

Project Dates:

Cambie Street and Sunset Park sites will be completed approximately mid-January 2021 and will be available for planting upon completion.

It is expected that the duration of the initial planting, installation of irrigation and mulching works will be no greater than three weeks for each site.

4.0 ATTACHMENTS

Map:

- Planting and Establishment 2020 - Project Location Map

Drawings:

4963 CAMBIE STREET PLANTING PLAN – GREEN INFRASTRUCTURE IMPLEMENTATION:

- 10167-20 – ED-C – Cover Sheet
- 10167-20 – ED-S1 – Planting Plan –Section One
- 10167-20 – ED-S2 – Planting Plan –Section Two
- 10167-20 – ED-S3 – Planting Plan –Section Three
- 10167-20 – ED-S4 – Planting Plan –Section Four
- 10167-20 – ED-D – Planting Details

GREEN INFRASTRUCTURE – SUNSET PARK – PRINCE EDWARD ST BIOSWALE:

- 2020-C01 – 1 - Planting Scheme
- 2020-C01 – 2 - Schematic Irrigation Layout
- 2020-C01 - 3 – Planting Sections
- 2020-C01 - 4 - Grading plan (For Reference)

Specifications:

- GI 32 93 10S - Planting of Trees, Shrubs and Ground Covers

Schedule of Establishment Tasks (During 2 Year Establishment Period):

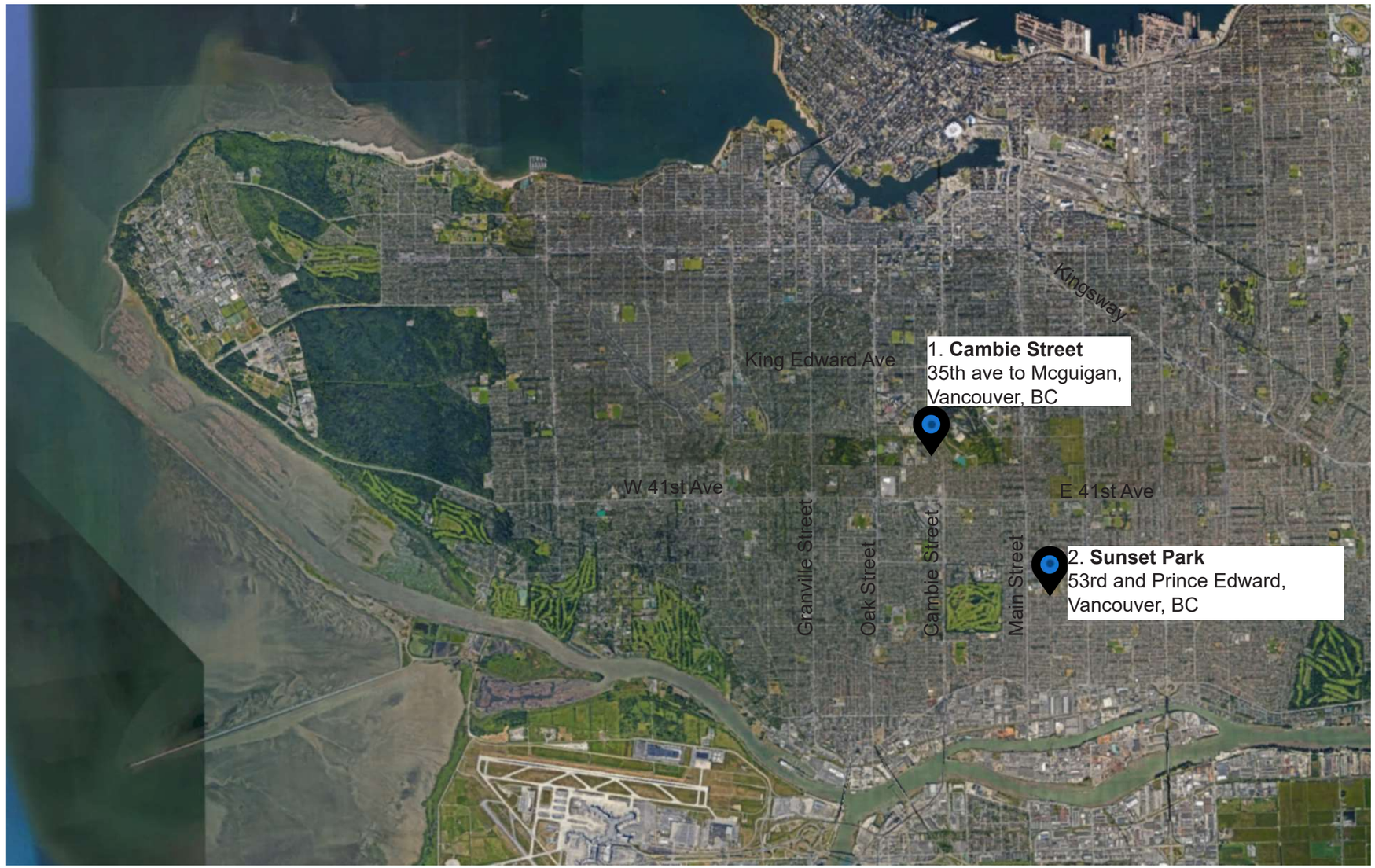
- Successful Proponent to complete

Recommended Task Frequency:

- During 1st Year, 2nd Year establishment period, and potential further extension period.

Rain City Strategy
Green Infrastructure Implementation

Planting and Establishment 2020



Project Location Map

1. Cambie Street

Location - Cambie Street at 35th ave to Mcguigan, Vancouver, BC

Size - 226 m^2

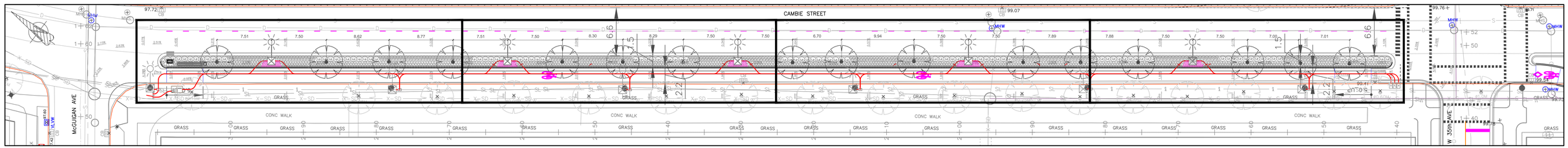
Notes - West side of Cambie Street between newly installed bike lane and roadway

2. Sunset Park

Location - 53rd and Prince Edward Street, Vancouver, BC

Size - 261 m^2

Notes - West side Prince Edward Street at newly constructed bike lane



OVERALL SITE

PLAN LAYOUT
SCALE : 1:250

10 5 0 5 10 20
(1:250 IN METRES)

4963 CAMBIE STREET PLANTING PLAN
GREEN INFRASTRUCTURE IMPLEMENTATION

Issue for Tender: 20/10/13

DRAWING LIST:

Number:	Name:
10167-20-ED-C	Cover Sheet and Drawing Index
10167-20-ED-S1	Planting Plan - Section One
10167-20-ED-S2	Planting Plan - Section Two
10167-20-ED-S3	Planting Plan - Section Three
10167-20-ED-S4	Planting Plan - Section Four
10167-20-ED-D	Planting Details

PLANTING LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
Grasses and Shrubs				
Ss	402	Salvia superba 'Merleau Blue'	'Merleau Blue' Sage	#1 pot @ 40cm o.c.
LP	106	Lonicera pileata	Box-leafe Honeysuckle	#2 pot @ 80cm o.c.
Ji	613	Juncus inflexus 'Blue Arrows'	Blue Arrows Rush	#1 pot @ 35cm o.c.
Cf	681	Carex flacca	Blue Sedge	#1 pot @ 35cm o.c.
Perennials				
It	148	Iris tenax	Oregan Iris	#1 pot As Shown

NOTE. All tree planting by others

OVERALL PLANTING SCHEDULE

CITY OF VANCOUVER
Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK
1					
0	2020.OCT.13	ISSUE FOR TENDER	CR	MG	RL

REFERENCE DRAWINGS
2 DWG 2020-10-C-GP_2020-02-11
1 DWG 2018-149-30TH TO 37TH

"BY SEALING AND SIGNING THIS DRAWING, I CERTIFY THAT THE INFORMATION CONTAINED IN THESE DRAWINGS ACCURATELY REFLECTS THE ORIGINAL DESIGN, ADDENDA, CHANGE ORDERS AND MATERIAL DESIGN CHANGES MADE DURING CONSTRUCTION AND FIELD REVIEWED BY ME, OR MY REPRESENTATIVE , AND THAT THE AS-CONSTRUCTED WORKS SUBSTANTIALLY COMPLY WITH THE ORIGINAL DESIGN INTENT, HOWEVER, DO NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-CONSTRUCTED INFORMATION SUPPLIED BY OTHERS CONTAINED IN THESE DRAWINGS."

GI ENGINEER'S SEAL

ELECTRICAL ENGINEER'S SEAL

ATTENTION
UNITS SHOWN ON THIS PLAN ARE IN METRES

CSA S250 ACCURACY NAD85-10UTM

BASE ACCURACY LEVEL: 4+/-1000MM

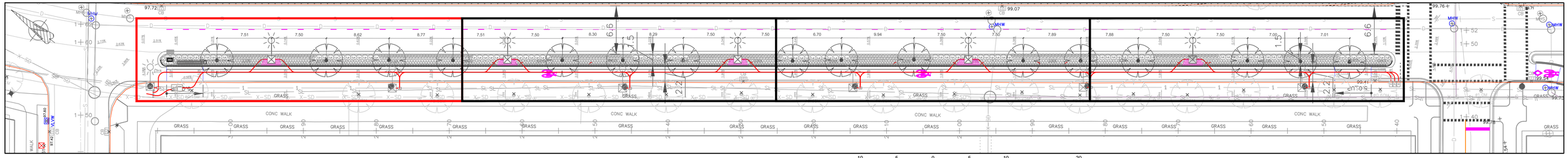
ASB ACCURACY LEVEL: 4+/-1000MM

GREEN INFRASTRUCTURE IMPLEMENTATION
4963 CAMBIE STREET
PLANTING PLAN - COVER SHEET
GREEN INFRASTRUCTURE - 10167-20-ED-C

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	1 OF 6	0

H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - G - Cambie St - 35th to McGuigan\11 - Design\Design Files\CAD\ACAD-Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM

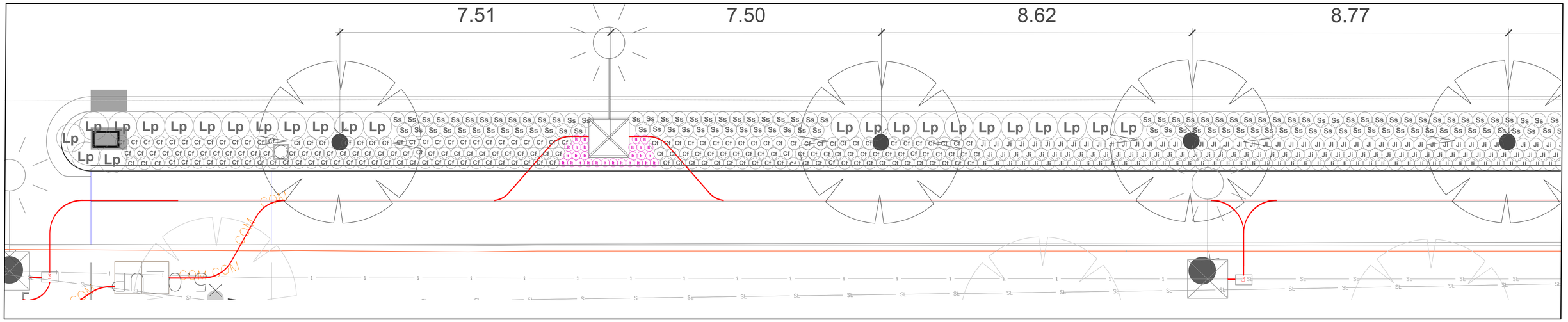
SECTION ONE SECTION TWO SECTION THREE SECTION FOUR



OVERALL SITE

PLAN LAYOUT
SCALE : 1:250

10 5 0 5 10 20
(1:250 IN METRES)



BLOWUP PLANTING PLAN FOR BIOSWALE BOULEVARD- SECTION ONE

PLAN LAYOUT
SCALE : 1:50

2 1 0 1 2 4
(1:50 IN METRES)

GENERAL NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard**. The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.
2. Do not scale drawings. Use dimensional information as noted in drawings.Contact GI landscape Architect immediately if there is any ambiguity, lack of information or inconsistency. Disregard for this note and extra costs incurred will not be accepted.
3. The Contractor shall verify sub-surface utilities and dimensions shown on drawings and notify GI Landscape Architect of any discrepancies or inconsistencies prior to construction.
4. Contractor to provide stake-out location on site for review and approval by GI Landscape Architect prior to any excavation or installation.
5. All costs incurred as a result of damages to the sub-surface utilities including Green Infrastructure piping will be to Contractor's cost. \
6. Final plant species selection subject to change based on availability and discretion of Contract Administrator. Confirm with Contract Administrator on final species selection before procurement of plant material.

PLANTING LIST - Section One

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
Grasses and Shrubs				
Ss	105	Salvia superba 'Merleau Blue'	'Merleau Blue' Sage	#1 pot @ 40cm o.c.
LP	25	Lonicera pileata	Box-leafe Honeysuckle	#2 pot @ 80cm o.c.
Ji	133	Juncus inflexus 'Blue Arrows'	Blue Arrows Rush	#1 pot @ 35cm o.c.
Cf	178	Carex flacca	Blue Sedge	#1 pot @ 35cm o.c.
Perennials				
It	28	Iris tenax	Oregan Iris	#1 pot As Shown

NOTE. All tree planting by others

SECTION ONE - PLANTING SCHEDULE

CITY OF VANCOUVER Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK	REFERENCE DRAWINGS
1						2 DWG 2020-10-C-GP_2020-02-11
0	2020.AUG.28	PRELIMINARY DESIGN DRAWING	CR	MG	RL	1 DWG 2018-149-30TH TO 37TH

"BY SEALING AND SIGNING THIS DRAWING, I CERTIFY THAT THE INFORMATION CONTAINED IN THESE DRAWINGS ACCURATELY REFLECTS THE ORIGINAL DESIGN, ADDENDA, CHANGE ORDERS AND MATERIAL DESIGN CHANGES MADE DURING CONSTRUCTION AND FIELD REVIEWED BY ME, OR MY REPRESENTATIVE , AND THAT THE AS-CONSTRUCTED WORKS SUBTANTIALLY COMPLY WITH THE ORIGINAL DESIGN INTENT, HOWEVER, DO NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-CONSTRUCTED INFORMATION SUPPLIED BY OTHERS CONTAINED IN THESE DRAWINGS."

GI ENGINEER'S SEAL | ELECTRICAL ENGINEER'S SEAL

ATTENTION
UNITS SHOWN ON THIS PLAN ARE IN METRES

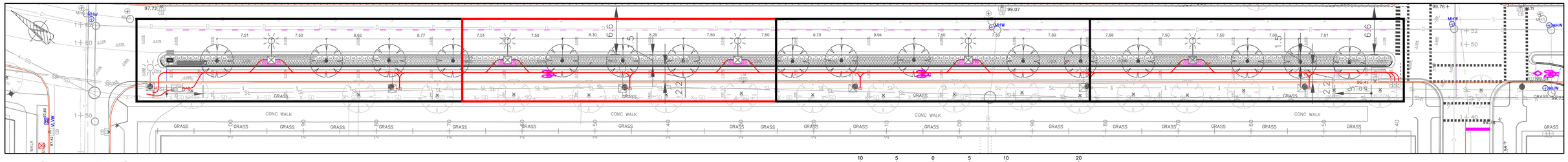
CSA S250 ACCURACY NAD85-10UTM
BASE ACCURACY LEVEL: 4+/-1000MM
ASB ACCURACY LEVEL: 4+/-1000MM

GREEN INFRASTRUCTURE IMPLEMENTATION
4963 CAMBIE STREET
PLANTING PLAN - SECTION ONE
GREEN INFRASTRUCTURE - 10167-20-ED-S1

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	2 OF 6	0

R:\GREEN INFRASTRUCTURE\13-8150-40 - Green infrastructure Case Files\ENG - 01 - Cambie St - 35th to McGuigan\11 - Design\Design Files\CAD\ACAD-Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM

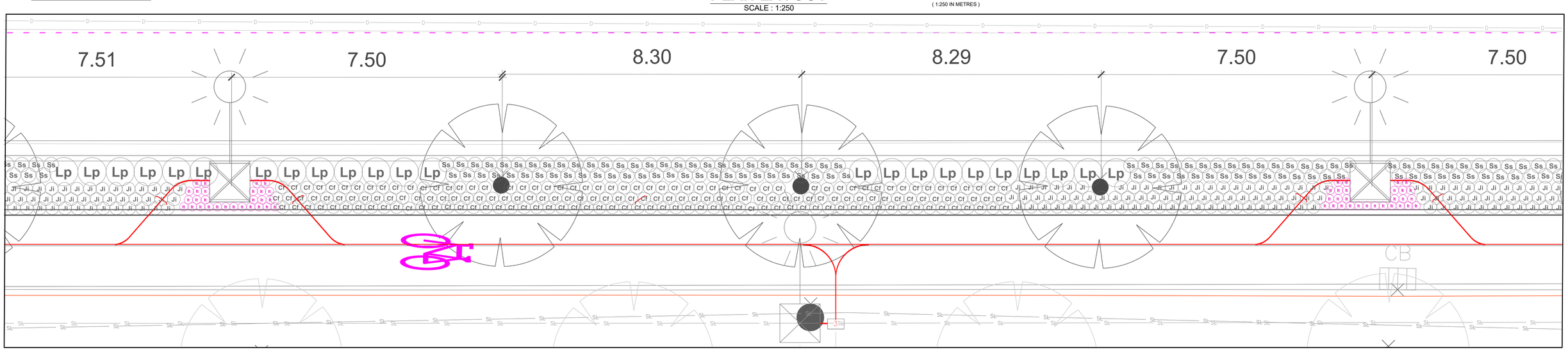
SECTION ONE | SECTION TWO | SECTION THREE | SECTION FOUR



OVERALL SITE

PLAN LAYOUT
SCALE : 1:250

10 5 0 5 10 20
(1:250 IN METRES)



BLOWUP PLANTING PLAN FOR BIOSWALE BOULEVARD- SECTION ONE

PLAN LAYOUT
SCALE : 1:50

2 1 0 1 2 4
(1:50 IN METRES)

GENERAL NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard**. The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.
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6. Final plant species selection subject to change based on availability and discretion of Contract Administrator. Confirm with Contract Administrator on final species selection before procurement of plant material.

PLANTING LIST - Section Two

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	Grasses and Shrubs				
Ss	Ss	117	Salvia superba 'Merleau Blue'	'Merleau Blue' Sage	#1 pot @ 40cm o.c.
Lp	LP	25	Lonicera pileata	Box-leafe Honeysuckle	#2 pot @ 80cm o.c.
Ji	Ji	149	Juncus inflexus 'Blue Arrows'	Blue Arrows Rush	#1 pot @ 35cm o.c.
Cf	Cf	173	Carex flacca	Blue Sedge	#1 pot @ 35cm o.c.
	Perennials				
It	It	56	Iris tenax	Oregan Iris	#1 pot As Shown

NOTE. All tree planting by others

SECTION TWO - PLANTING SCHEDULE

CITY OF VANCOUVER Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK
1					
0	2020.AUG.28	PRELIMINARY DESIGN DRAWING	CR	MG	RL

	REFERENCE DRAWINGS
2	DWG 2020-10-C-GP_2020-02-11
1	DWG 2018-149-30TH TO 37TH

"BY SEALING AND SIGNING THIS DRAWING, I CERTIFY THAT THE INFORMATION CONTAINED IN THESE DRAWINGS ACCURATELY REFLECTS THE ORIGINAL DESIGN, ADDENDA, CHANGE ORDERS AND MATERIAL DESIGN CHANGES MADE DURING CONSTRUCTION AND FIELD REVIEWED BY ME, OR MY REPRESENTATIVE , AND THAT THE AS-CONSTRUCTED WORKS SUBTANTIALLY COMPLY WITH THE ORIGINAL DESIGN INTENT, HOWEVER, DO NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-CONSTRUCTED INFORMATION SUPPLIED BY OTHERS CONTAINED IN THESE DRAWINGS."

GI ENGINEER'S SEAL | ELECTRICAL ENGINEER'S SEAL

ATTENTION
UNITS SHOWN ON THIS PLAN ARE IN METRES

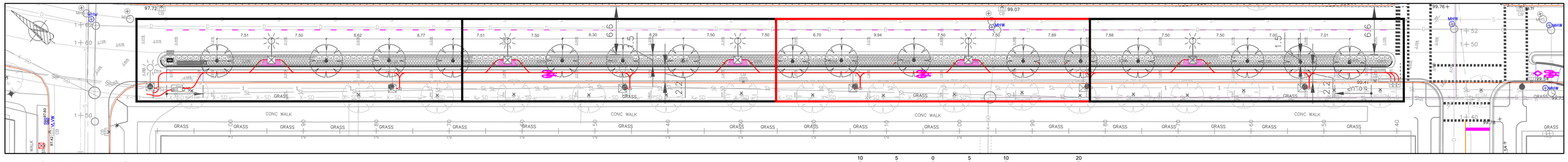
CSA S250 ACCURACY NAD85-10UTM
BASE ACCURACY LEVEL: 4+/-1000MM
ASB ACCURACY LEVEL: 4+/-1000MM

GREEN INFRASTRUCTURE IMPLEMENTATION
4963 CAMBIE STREET
PLANTING PLAN - SECTION TWO
GREEN INFRASTRUCTURE - 10167-20-ED-S2

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	3 OF 6	0

R:\GREEN INFRASTRUCTURE\13-8100-40 - Green infrastructure Case Files\ENG - GI - Cambie St - 35th to McGuigan\11 - Design\Design Files\CAD\ACAD-Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM

SECTION ONE SECTION TWO SECTION THREE SECTION FOUR



OVERALL SITE

PLAN LAYOUT
SCALE : 1:250

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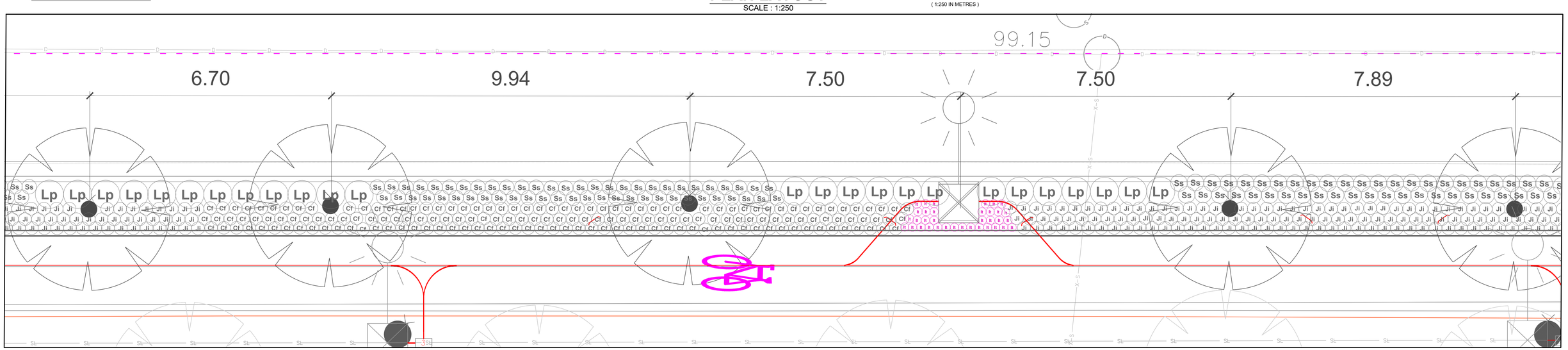
(1:250 IN METRES)



BLOWUP PLANTING PLAN FOR BIOSWALE BOULEVARD- SECTION ONE

PLAN LAYOUT
SCALE : 1:50

2 1 0 1 2 4
(1:50 IN METRES)

GENERAL NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard**. The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.
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PLANTING LIST - Section Three

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
Grasses and Shrubs				
Ss	105	Salvia superba 'Merleau Blue'	'Merleau Blue' Sage	#1 pot @ 40cm o.c.
LP	25	Lonicera pileata	Box-leafe Honeysuckle	#2 pot @ 80cm o.c.
Ji	172	Juncus inflexus 'Blue Arrows'	Blue Arrows Rush	#1 pot @ 35cm o.c.
Cf	165	Carex flacca	Blue Sedge	#1 pot @ 35cm o.c.
Perennials				
It	35	Iris tenax	Oregan Iris	#1 pot As Shown

NOTE. All tree planting by others

SECTION THREE - PLANTING SCHEDULE

CITY OF VANCOUVER Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK
1					
0	2020.AUG.28	PRELIMINARY DESIGN DRAWING	CR	MG	RL

	REFERENCE DRAWINGS
2	DWG 2020-10-C-GP_2020-02-11
1	DWG 2018-149-30TH TO 37TH

"BY SEALING AND SIGNING THIS DRAWING, I CERTIFY THAT THE INFORMATION CONTAINED IN THESE DRAWINGS ACCURATELY REFLECTS THE ORIGINAL DESIGN, ADDENDA, CHANGE ORDERS AND MATERIAL DESIGN CHANGES MADE DURING CONSTRUCTION AND FIELD REVIEWED BY ME, OR MY REPRESENTATIVE , AND THAT THE AS-CONSTRUCTED WORKS SUBTANTIALLY COMPLY WITH THE ORIGINAL DESIGN INTENT, HOWEVER, DO NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-CONSTRUCTED INFORMATION SUPPLIED BY OTHERS CONTAINED IN THESE DRAWINGS."

GI ENGINEER'S SEAL

ELECTRICAL ENGINEER'S SEAL

ATTENTION
UNITS SHOWN ON THIS PLAN ARE IN METRES

CSA S250 ACCURACY NAD85-10UTM

BASE ACCURACY LEVEL: 4+/-1000MM

ASB ACCURACY LEVEL: 4+/-1000MM

GREEN INFRASTRUCTURE IMPLEMENTATION

4963 CAMBIE STREET

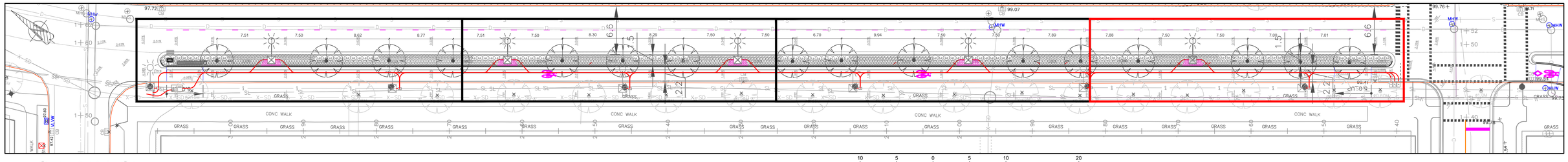
PLANTING PLAN - SECTION THREE

GREEN INFRASTRUCTURE - 10167-20-ED-S3

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	4 OF 6	0

R:\GREEN INFRASTRUCTURE\13-8100-40 - Green infrastructure Case Files\ENG - GI - Cambie St - 35th to McGuigan\11 - Design\Design Files\CAD\ACAD-Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM

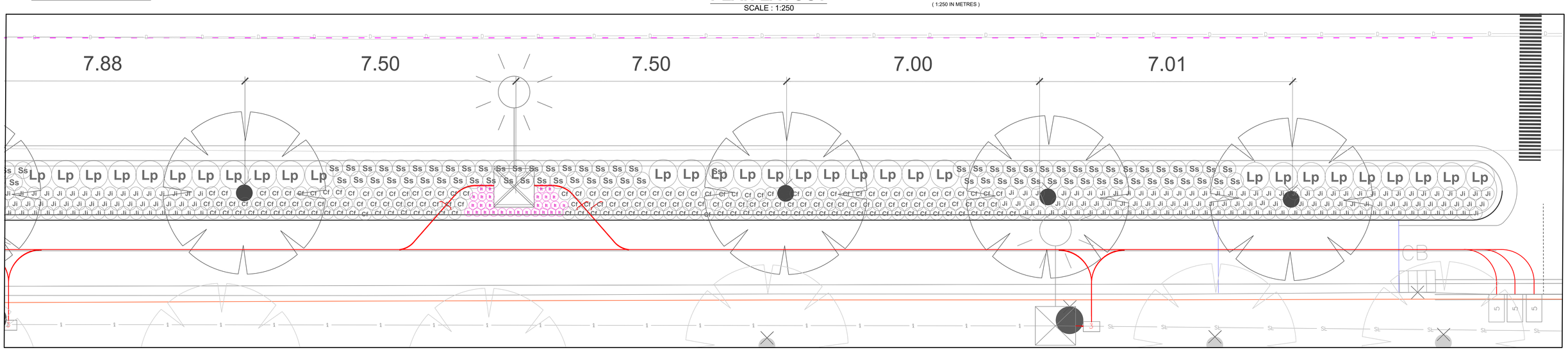
SECTION ONE | SECTION TWO | SECTION THREE | SECTION FOUR



OVERALL SITE

PLAN LAYOUT
SCALE : 1:250

10 5 0 5 10 20
(1:250 IN METRES)



BLOWUP PLANTING PLAN FOR BIOSWALE BOULEVARD- SECTION ONE

PLAN LAYOUT
SCALE : 1:50

2 1 0 1 2 4
(1:50 IN METRES)

GENERAL NOTES:

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PLANTING LIST - Section Four

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	Grasses and Shrubs				
Ss	Ss	75	Salvia superba 'Merleau Blue'	'Merleau Blue' Sage	#1 pot @ 40cm o.c.
Lp	LP	31	Lonicera pileata	Box-leafe Honeysuckle	#2 pot @ 80cm o.c.
Ji	Ji	159	Juncus inflexus 'Blue Arrows'	Blue Arrows Rush	#1 pot @ 35cm o.c.
Cf	Cf	165	Carex flacca	Blue Sedge	#1 pot @ 35cm o.c.
	Perennials				
It	It	29	Iris tenax	Oregan Iris	#1 pot As Shown

NOTE. All tree planting by others

SECTION FOUR - PLANTING SCHEDULE

CITY OF VANCOUVER
Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK
1					
0	2020.AUG.28	PRELIMINARY DESIGN DRAWING	CR	MG	RL

	REFERENCE DRAWINGS
2	DWG 2020-10-C-GP_2020-02-11
1	DWG 2018-149-30TH TO 37TH

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GI ENGINEER'S SEAL | ELECTRICAL ENGINEER'S SEAL

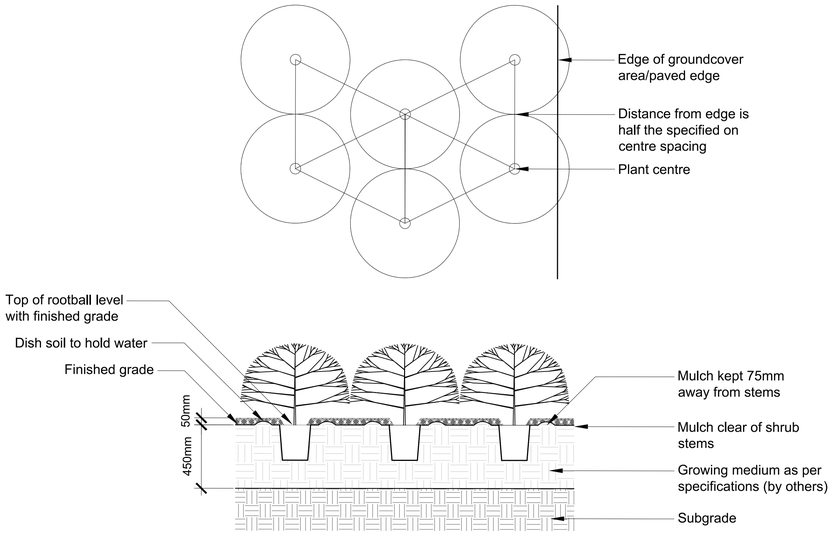
ATTENTION
UNITS SHOWN ON THIS PLAN ARE IN METRES

CSA S250 ACCURACY NAD85-10UTM
BASE ACCURACY LEVEL: 4+/-1000MM
ASB ACCURACY LEVEL: 4+/-1000MM

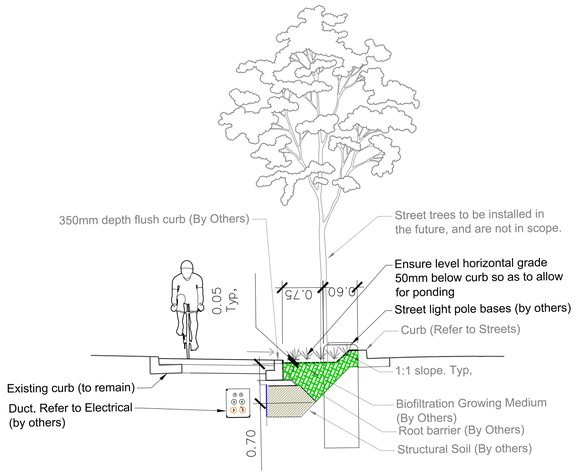
GREEN INFRASTRUCTURE IMPLEMENTATION
4963 CAMBIE STREET
PLANTING PLAN - SECTION FOUR
GREEN INFRASTRUCTURE - 10167-20-ED-S4

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	5 OF 6	0

R:\GREEN INFRASTRUCTURE\13-8100-40 - Green infrastructure Case Files\ENG - GI - Cambie St - 35th to McGuigan\VI - Design\Design Files\CAD\CAD-Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM



1 D SHRUB PLANTING DETAIL
Scale: 1:20



2 D CROSS SECTION REFERENCE
Scale: 1:50

CITY OF VANCOUVER
Engineering Services

REV. NO.	DATE(YY.MON.DD)	DESCRIPTION	DRAWN	DESIGN	ENG. CHECK
1					
0	2020.AUG.28	PRELIMINARY DESIGN DRAWING	CR	MG	RL

REFERENCE DRAWINGS	
2	DWG 2020-10-C-GP_2020-02-11
1	DWG 2018-149-30TH TO 37TH

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ELECTRICAL ENGINEER'S SEAL

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CSA S250 ACCURACY NAD85-10UTM

BASE ACCURACY LEVEL: 4+/-1000MM

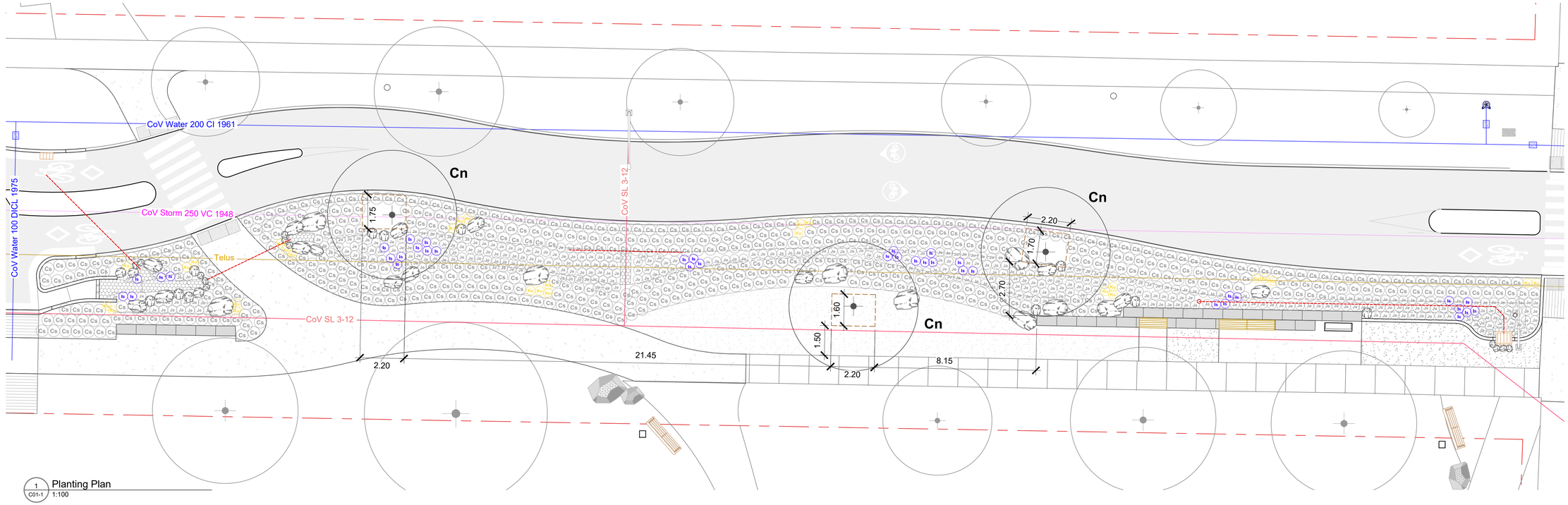
ASB ACCURACY LEVEL: 4+/-1000MM

GREEN INFRASTRUCTURE IMPLEMENTATION

4963 CAMBIE STREET
PLANTING DETAILS
GREEN INFRASTRUCTURE - 10167-20-ED-D

PROJECT NUMBER	SCALE:	SHEET	REV
10167-20-ED	AS NOTED	6 OF 6	0

I:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Cambie St - 35th to McGuigan\11 - Design\Design Files\CAD\ACAD - Cambie St - 35th - McGuigan Planting Plan 11/5/2020 3:41 PM



1 C01-1 Planting Plan 1:100

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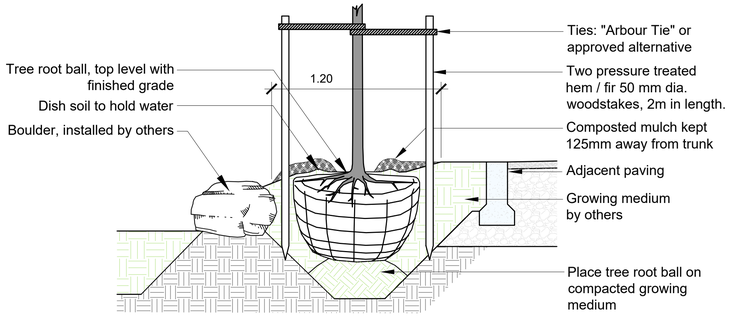
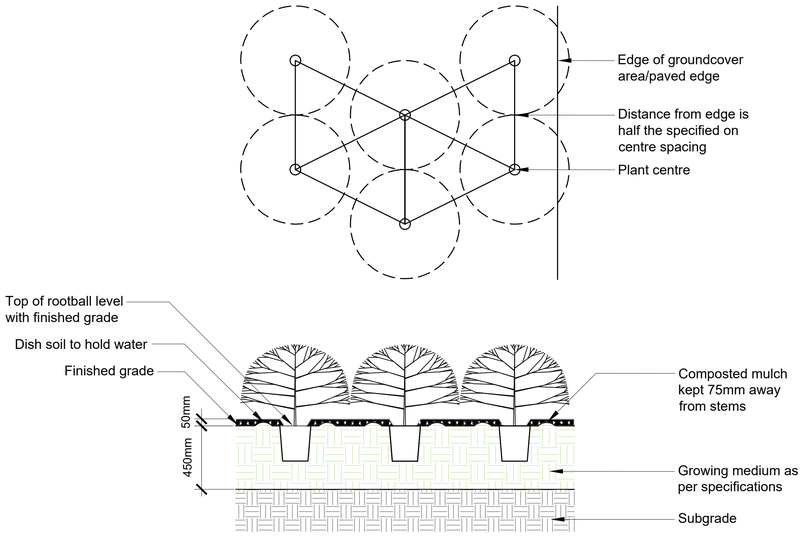


2 C01-1 Tree Pit 1:20



3 C01-1 Planting Diagram 1:20

Planting Legend & Material Schedule

Symbol	Botanical Name	Common Name	Size/ Specification	Amount
Planting				
Js	Juncus effusus	soft rush	4" / 45cm o.c.	372
Cs	Cornus sericea 'Kelseyi'	Kelsey's dwarf red-osier dogwood	#1 pot / 60cm o.c.	523
Cn	Cornus nuttallii	Pacific dogwood	8-9cm caliper or 3-4M HT	3
Is	Iris siberica	Siberian iris	#1 pot / as shown	38
Ku	Kniphofia uvaria 'Dwarf Yellow'	Dwarf Yellow Torch Lily	#1 pot / as shown	28

Symbol	Description
	Tree pit
	Sub-surface PVC pipe, installed by others
	Boulder, installed by others

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER			3		
		ARCHITECT			2		
		DRAFTER			1		
FILE NAME: ENG - GI - Sunset Park - 53rd&Prince Edward_planting.dwg					0		

GREEN INFRASTRUCTURE ENGINEER

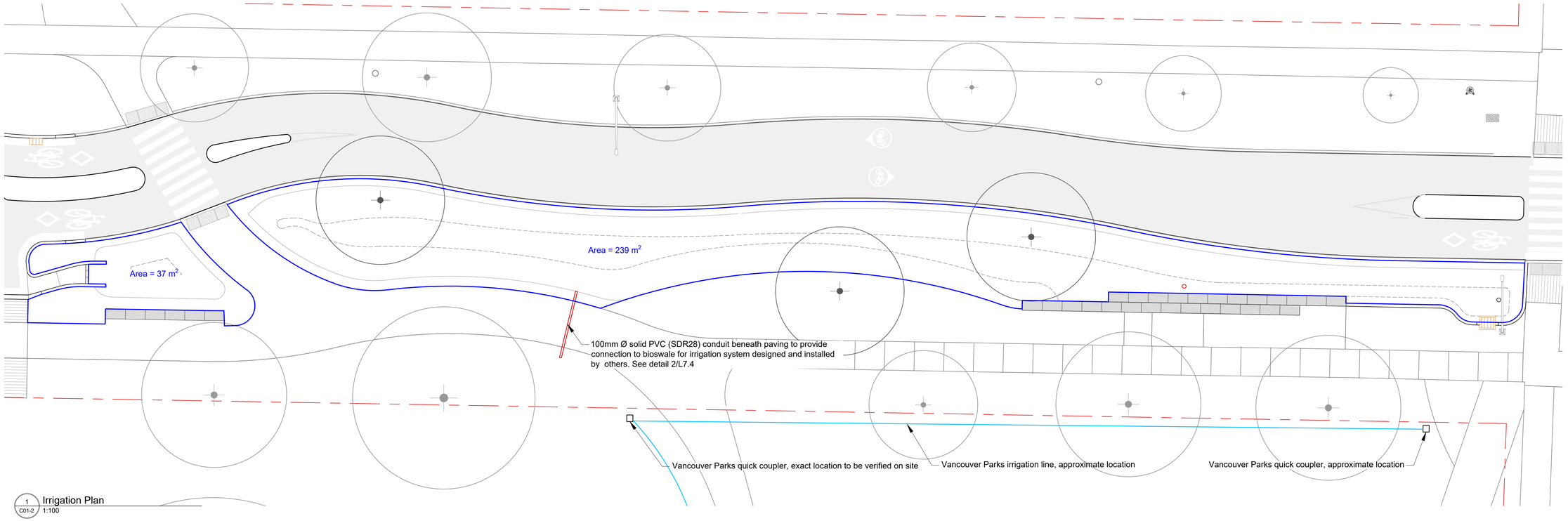
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:
DRAFTED BY:
CHECKED BY:
DATE CHECKED:

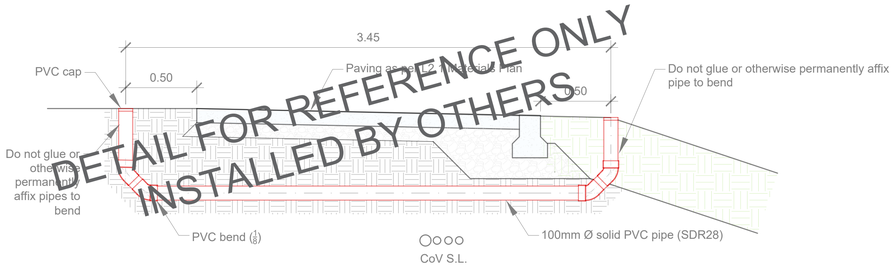
GREEN INFRASTRUCTURE

Sunset Park - Prince Edward St. Bioswale Planting Scheme

SCALE:	As noted
DATE:	19/11/2020
DWG. NO.	2020-C01-1
REV. N0.	
SHEET:	1 OF 4



1 C01-2 Irrigation Plan
1:100

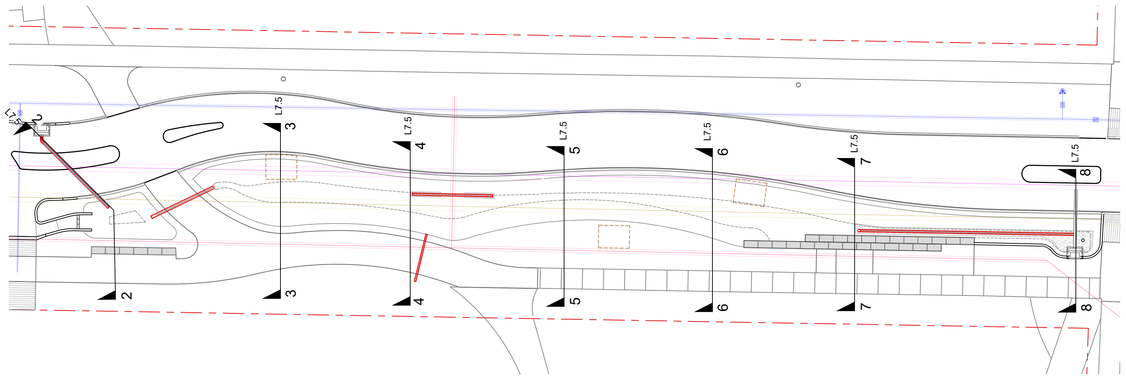


2 C01-2 Conduit runs beneath paving
1:20

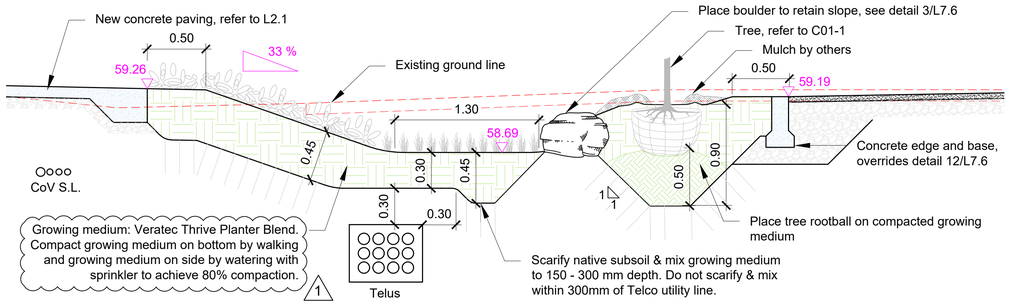
CITY OF VANCOUVER	PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER	ENGINEERING SERVICES – CITY OF VANCOUVER
			ENGINEER			3				DESIGNED BY:
			ARCHITECT			2				DRAFTED BY:
			DRAFTER			1				CHECKED BY:
	FILE NAME: ENG - GI - Sunset Park - 53rd&Prince Edward_planting.dwg					0				DATE CHECKED:

GREEN INFRASTRUCTURE
Sunset Park - Prince Edward St Bioswale
Schematic Irrigation Layout

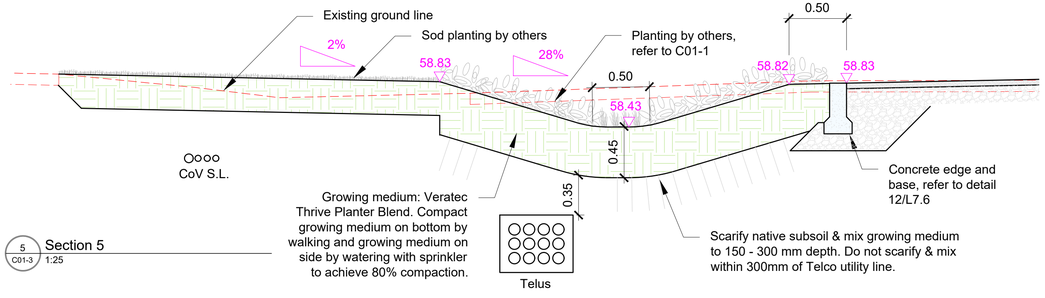
SCALE:	As noted
DATE:	4/11/2020
DWG. NO.	2020-C01-2
REV. N0.	
SHEET:	2 OF 4



1 C01-3 **Key Plan** 1:200



3 C01-3 **Section 3** 1:25



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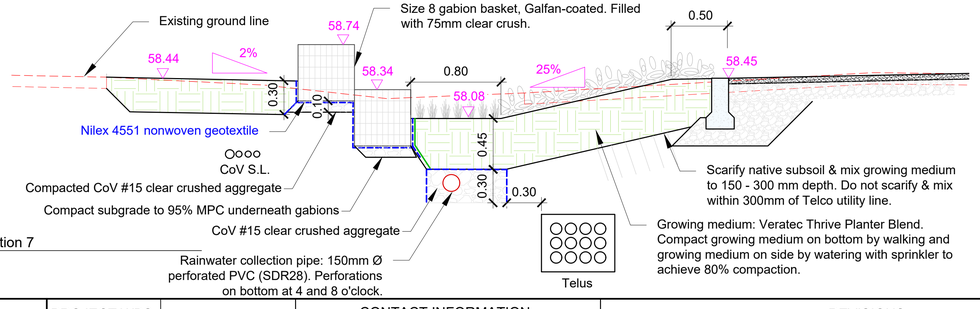
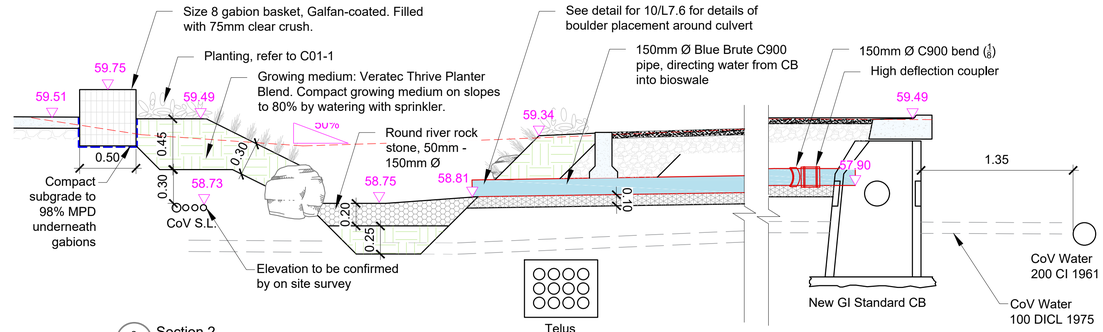
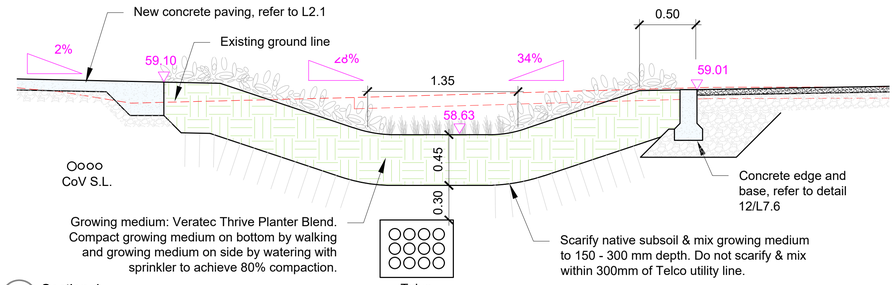


7 C01-3 **Section 7** 1:25



2 C01-3 **Section 2** 1:25



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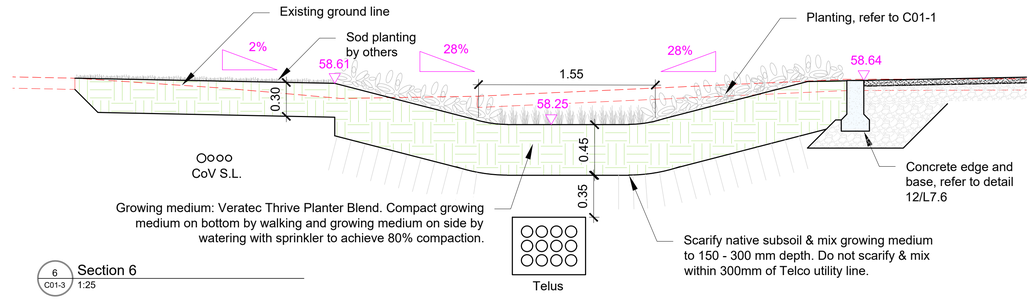
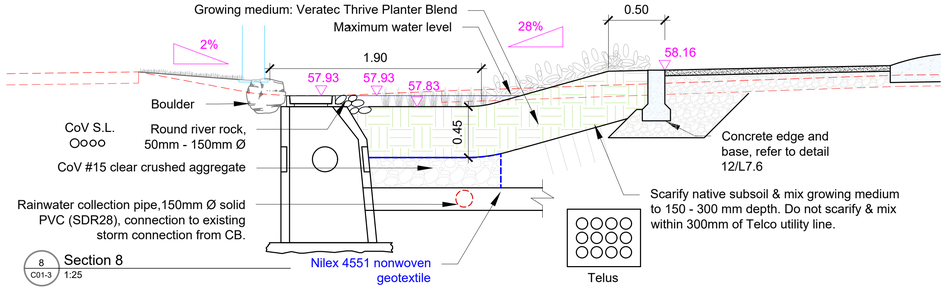
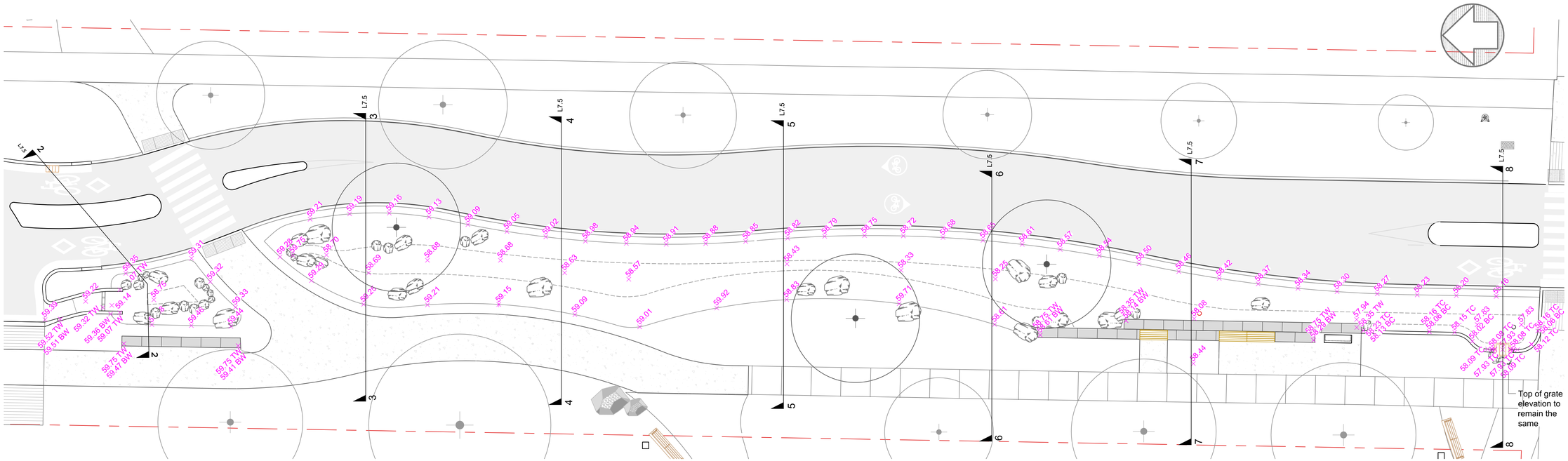


6 C01-3 **Section 6** 1:25



8 C01-3 **Section 8** 1:25

CITY OF VANCOUVER	PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER	ENGINEERING SERVICES – CITY OF VANCOUVER			
			ENGINEER			3				DESIGNED BY:		GREEN INFRASTRUCTURE	SCALE: As noted
			ARCHITECT			2				DRAFTED BY:		Sunset Park - Prince Edward St Bioswale	DATE: 19/11/2020
			DRAFTER			1				CHECKED BY:		Planting Sections	DWG. NO. 2020-C01-3
	FILE NAME: ENG - GI - Sunset Park - 53rd&Prince Edward_planting.dwg					0				DATE CHECKED:			REV. N0.
													SHEET: 3 OF 4



1 C01-4 Grading Plan
1:100

Grading Legend

Symbol	Description
TW	Top of wall
BW	Bottom of wall
TC	Top of curb
BC	Bottom of curb
TB	Top of bench
BB	Bottom of bench

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER	ENGINEERING SERVICES – CITY OF VANCOUVER			
		ENGINEER			3				DESIGNED BY:		GREEN INFRASTRUCTURE	SCALE: As noted
		ARCHITECT			2				DRAFTED BY:		Sunset Park - Prince Edward St Bioswale	DATE: 4/11/2020
		DRAFTER			1				CHECKED BY:		Grading Plan	DWG. NO. 2020-C01-4
FILE NAME: ENG - GI - Sunset Park - 53rd&Prince Edward_planting.dwg					0				DATE CHECKED:			REV. N0.
												SHEET: 4 OF 4

1.0 GENERAL

1.1 General Requirements

.1 Section GI 32 93 10S refers to those portions of the work that are unique to the supply and planting of trees, shrubs and ground covers. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

.2 This section is based on the “Canadian Landscape Standard” published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association. This standard is intended to set a level of quality which is to be equalled or bettered in the construction documents for each project. Guidance of a registered British Columbia Landscape Architect is recommended.

1.2 Description

.1 Supply all products, labour, equipment and services necessary to install plant material as indicated in the contract documents.

1.3 Quality Assurance

.1 All materials and work shall conform to the latest edition of the following standards or as otherwise specified.

.1 Canadian Landscape Standard
.2 Landscape/Paysage Canada Guide Specification for Nursery Stock
.3 Canadian System of Soil Classification

1.4 Source Quality Control

.1 Seven (7) days prior to the Contract Administrator review of plant material at source the Contractor shall confirm in writing availability of plant material noted on Plant List.

.2 Plant material will be supplied from nurseries who are certified by the Clean Plants program, Canadian Nursery Certification Institute (CNCI), current certification standard http://cleanplants.ca/. The certification shall include but is not limited to the requirements of the current active module(s), e.g. P. Ramorum module. The certification must extend to all fields and allied nursery operations where plant material is sourced. Only nurseries, fields and allied nursery operations that are certified will be permitted to supply plant material for this project.

.3 Plant material review at the source nursery

.1 Contractor request for review of the plant material at source nursery to be a minimum of seven (7) days prior to scheduled review.

.2 Shipping of plant material to project site shall not proceed until Contract Administrator has reviewed the plant material at the source nursery.

.3 All plants are subject to review and may be rejected for failure to comply with this specification at any time until Acceptance of Planting. Immediately replace rejected material and remove from the site at no cost to the Owner.

. 4 Trees required for the work must be reviewed and tagged by the Contract Administrator at (the place of growth) before being dug. Inspection and tagging at the place of growth shall not affect the right to reject such trees on or after delivery thereof to the site.

.5 Plants required for the work must be reviewed by the Contractor before being prepared for delivery. Inspection shall not affect the right to reject such plants on or after delivery thereof to the site.

.6 Plants arriving on site must be reviewed by the Contract Administrator prior to off-loading. Provide minimum 48 hours' notice to schedule review.

.7 The Contractor or their authorized representatives shall be present during all required reviews as specified or as may be required.

.4 Plant Material Review at Project Site

.1 All plant material shall be reviewed at the project site by the Contract Administrator prior to planting.

.2 Plant material that is rejected by the Contract Administrator shall be immediately removed from the site and replaced at the Contractors expense.

.5 Imported Plant Material

.1 Plant material to be from the province of British Columbia. No out of province / country materials shall be accepted

1.5 Submittals

.1 Confirmation Plant List

.1 Contractor shall provide in writing to the Contract Administrator a minimum of seven (7) days prior to review of plant material at the source nursery a plant list confirming the quantity, botanical name, common name and size of plants specified.

.2 Prior to the review of plant material by the Contract Administrator the Contractor shall submit written documentation with CNCI certification stamp stating that the nursery has undergone all components of a certification program and has been audited to verify that all components are properly implemented. The documentation submitted shall include but is not limited to the nurseries CNCI Clean Plants certification number.

.3 Composted Mulch: Contractor to submit a one (1) litre sample of Composted Mulch to the Contract Administrator for review prior to shipment to the site.

.3 Substitutions

.1 Contractor shall provide in writing to the Contract Administrator a minimum of seven (7) days prior to review of plant material at the source nursery a list of proposed substitutions for review.

.2 Substitutions in plant material will not be considered unless written proof is submitted thirty (30) days prior to scheduled installation stating a specified plant cannot be obtained within the specified area of search.

.3 Plant substitutions shall be of similar genus and species and of equal or greater size as those originally specified. The list shall contain the following information:

.1 Botanical name, common name of the specified plant

.2 Botanical name, common name of the proposed substitute plant

.3 Pot size, plant size and caliper of trees to be substituted

.4 Upon submission of such proof, a proposal will be considered for using the nearest equivalent size or variety with an equitable adjustment of the Contract price.

.4 Planting Schedule

.1 Contractor shall provide in writing to the Contract Administrator upon award of the Contract a detailed planting schedule outlining dates and duration of planting operations.

.2 Revisions to the Planting Schedule as a result of delays of any kind shall be submitted to the Contract Administrator in a timely manner prior to the start of planting operations.

.3 Schedule all operations to ensure optimum environmental protection as outlined in these Specifications. Organize scheduling to ensure a minimum duration of on-site storage of plant material, minimum compaction of growing medium, and watering operations. Coordinate work schedule with scheduling of other trades on-site.

.4 Coordinate and schedule such that no damage occurs to materials before or after placement. In particular, meet requirements of living plant material.

.5 Plan, schedule and execute work to ensure a supply of water for landscape purposes in adequate amounts and at adequate pressures for satisfactory irrigation of all plants.

.5 Establishment Task Work Schedule

.1 Provide a completed Schedule of Establishment Tasks outlining the tasks to be undertaken through the year.
.2 In addition, indicate the intent and approach in regards to the allocation of personnel. This should include the number of personnel on site for routine maintenance, as well as for specific procedures.

1.6 Handling and Storage

.1 Transport trees and plants to site in compliance with Section 9.1.5 and 9.1.6 of the Canadian Landscape Standard to ensure proper protection.

.2 Handle and store in compliance with Section 9.1.7 and 9.1.8 of the Canadian Landscape Standard.

.3 Take particular care to avoid damage and/or drying out until planting.

.4 If damage occurs, take proper corrective measures to satisfaction of Contract Administrator or replace with new approved stock.

1.7 Site Examination

.1 Do not carry out landscaping work in areas or over surfaces that are not properly prepared. Examine site before starting work to verify all surfaces are properly prepared.

1.8 Hours of Work

.1 The Contractor must comply at all times with applicable requirements of the City's Noise By-law. The City Noise by-law allows construction in the street between the hours of 7:00A.M. and 8:00 P.M., Monday to Saturday, and 10:00 A.M. to 8:00 P.M. on Sundays and holidays. No work will be done outside these hours except as approved by the Contract Administrator.

.2 Non-noisy activities may take place after 8:00pm.

.3 Watering as part of the establishment tasks on Cambie St shall take place between the hours of 7pm and 7am.

1.9 Traffic Control

.1 The Contractor shall be responsible for all traffic control and adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways", and all City Policy regarding traffic control.

.2 The Contractor is to conduct its Services in such a manner as to avoid unnecessary interference to existing traffic. Where a safe environment cannot be maintained, the Contractor shall schedule his work during low traffic times at no additional cost to the City. The Contractor must conform to City traffic control

requirements and shall purchase an appropriate Permit to occupy the street for all required lane closures for each service visit. The following are examples of the permits issued by the City to occupy a street: Parking Clearance Permit, Temporary Special Zone Permit and Special Zone Permit. Permit types and associated costs are identified in the Street and Traffic By-law No. 2849. http:/ /former. vancouver .ca/bylaws/2849c.pdf

.3 The Contractor may close the adjacent bike lane for a maximum of one hour during the period of 9:30am - 3pm in one block including traffic control set up time and require that people on bicycles dismount and walk their bicycle. For all work requiring that the bike lane be closed for more than one hour the Contractor shall provide a safe alternate route for cyclists on the street including transitions back to the bike lane. For all work performed in the adjacent bike lane for a period of more than one hour the Contractor shall provide a safe working environment and maintain a minimum bike lane width of 1. 5 metres free of all obstructions that could affect the safe movement of cyclists in the bike lane.

.4 The Contractor shall submit a Traffic Management Plan (TMP) to Engineering Services for approval a minimum of five (5) Working Days prior to each service visit. The Contractor may provide a yearly work schedule and associated TMP in lieu of monthly submissions.

.5 The Contractor will also provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flagpersons, watchpersons and lights as may be necessary or as may be ordered by the City, in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the City's opinion) keep any roadway open for the use of the public, or for some restricted use specified by the City, for such width as the City may direct.

.6 When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City will have the right to order additional lights at the Contractor's expense if, in the City's opinion, they are or may be required. Any work carried out at night must comply with City By-laws including but not limited to noise, lights etc.

.7 All work must comply with any and all additional City traffic control requirements.

1.10 Construction Zones and Special Events

.1 Building construction along the street may impact the ability of the Contractor to perform their work. In the event of construction the building developer will be responsible for removal and re-installation of the affected planters to the satisfaction of the City. Once re-installed and approved by the City the planters will once again become part of this Contract.

.2 Closure of the street for special events may affect the Contractor's ability to complete work for a specific period of time. Work under these circumstances will need to be adjusted as part of the submitted TMP at no additional cost to the City.

1.11 Permits

.1 Obtain and pay for all permits required for the work, including such permits as may be required for planting and related work on municipal property.

1.12 Conditions for Acceptance of Planting

.1 Acceptance by the Contract Administrator of plants and landscaped areas for further maintenance shall occur only when the following conditions have been achieved:

.1 Plant quantities, species, sizes, quality and locations are as shown in the contract documents or as otherwise approved. All substitutions are approved and noted; a list of these substitutions shall be provided to the owner at the time of acceptance.

.2 All plants are installed properly and at the correct level relative to finish grade. Root flare of woody plants shall be 2.5-5cm (1-2in.) above finish grade.

.3 All plants are healthy and free of disease, insect pests, and invasive or noxious plant species.

.4 Water content in the growing medium is within the ranges set in this specification.

.5 Pruning is complete where required and according to this specification.

.6 Planted areas are free of visible weeds, invasive and noxious plant species, and substantially free of underground weed parts.

.7 Growing medium is cultivated to a loose, friable, water-permeable surface.

.2 The date of Acceptance of Planting shall be as determined by the Contract Administrator based upon the Inspection for Acceptance. Contractor shall request Inspection for Acceptance, giving at least 48 hours' notice.

1.13 Measurement and Payment

.1 Payment for shrubs, groundcover, will be a lump sum covering the area of planting with specified size and species as shown on Contract Drawings. Payment includes all preparatory work, supply and planting the shrubs, groundcover, sod and sedum turf as applicable, and other incidentals such as watering and traffic control specified under Section GI 32 93 10S – Planting Trees, Shrubs and Ground Covers.

.2 Payment for establishment tasks shall consist of monthly installments over the two year period.

.1 An updated log book shall be submitted with each application for monthly payment to support billing.

.2 Failure to submit an updated log book will result in delay in processing payment.

1.14 Provisional Items

.1 The Tenderer shall include the Provisional Items shown in the Schedule of Rates in the Tender price. These sums or any part thereof shall be expended only on the written instruction of the Contract Administrator.

.2 Quantities marked Provisional in the Pricing Table have been used where the information available is insufficient to permit an accurate assessment of the actual quantities. Payment for each and every item shown as having a provisional quantity shall be the actual quantity completed, as measured by the Contract Administrator and shall be paid for at the rate shown in the Pricing Table.

2.0 PRODUCTS

2.1 Plant material

.1 Species: Selection of species to be as specified. Should specified species not be available, Contract Administrator to be notified so that an alternative choice can be made. Do not make substitutions without approval of Contract Administrator.

. 2 Origin:

.1 All plant material to be nursery grown stock only.

.2 All plant material to comply with Canadian Landscape Standard for container grown plants and Landscape/Paysage Canada Guide Specification for Nursery Stock.

.3 All nursery grown plants, as a minimum requirement, to comply with Landscape/Paysage Canada Guide Specification for Nursery Stock with respect to size, grade and quality.

.4 Container plants to be grown for length of time necessary to achieve adequately developed root structure.

.5 Plants to be true to name, type and form, and representative of their species or variety.

.6 Plants to be compact and properly proportioned, not weak or thin, or injured by being planted too closely in nursery rows.

.7 Plants to have normal, well-developed branches, vigorous fibrous root systems and to be healthy, vigorous plants free from defects, decay, disfiguring roots, sunscald injuries, abrasions of bark, plant diseases, insect pests' eggs, borers and all forms of infestation or objectionable disfigurements.

.8 Ground cover plants to have healthy tops to a size proportionate to above root requirements typical of species or variety.

.9 Rootballs and soil in containers to be free from pernicious perennial weeds. Pernicious perennial weeds shall not be limited to morning glory, horsetail and liverwort.

.10 Plants shall not be pruned prior to delivery.

.11 All plants shall be measured when the branches are in the normal position. Measurements shall be as set out in the BCLNA Standard for Container Grown Plants. Calliper of trees shall be measured 12 inches above the ground.

.12 .Trees shall have straight trunks with a single leader intact. There shall be no abrasion of the bark and no fresh cuts of limbs over 1-1/4" that have not completely calloused over.

.13 .Where trees are to be in a formal arrangement or occur in consecutive order, they shall be carefully measured as to height and spread and tagged with a number before delivery to the site. These trees shall be correspondingly identified on plan to assure symmetry and expeditious handling.

.14 .Plants larger in size than specified in the itemized plant list may be used if approved; but the use of larger plants shall not increase the Contract price. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased in proportion to the size of the plant.

.15 The size specified is the size of plant required at the time of delivery to the construction site. Sizes shown are minimum sizes.

2.2 Composted Mulch

.1 9mm (3/8") Composted Mulch, black/brown in colour with no cedar or redwood bark or wood material. Manufactured by Veratec, Richmond, BC; Premium Soils ,Langley BC; Fraser Richmond Bio-Cycle, Richmond, B.C; or pre-approved equal to be applied to all planting areas unless otherwise stated.

2.3 Water

. 1 Supplemental water to be supplied by watering truck service on site.

2.4 Fertilizer

. 1 No fertilizers to be applied during two year establishment period.

2.5 Tree Planting

. 1 Tree Trunk Protection: Extrusion mold process, polyethylene with UV protectors: “Arborgard” manufactured by DeepRoot products Canada, Inc., Vancouver, B.C., or pre-approved equal.

. 2 Tree Guy Anchors / System: Direct burial or screw type disc guy anchor and guy system. The Arrow Anchor by Tree- Guy/ Tree Guy System, Santa Anna, California (800) 624-1116, or approved equal.. 3 Stakes and Stake Fasteners: Fir, standard or better, 75mm x 75mm x 3000mm long. Stake fasteners shall be hot dipped galvanized or stainless steel.

. 4 Tree Ties: Flat woven polypropylene material. 20 mm (3/4”) wide, 544 Kg. (1200lb), break strength. Arbor Tie by Deep Root, or approved equal. Submit sample for approval to protect bark or other types approved by the Owner. Generally they shall be of a material that will not damage the bark. Tree tie material shall be at least 25mm(1") in width and shall remain pliable in all weather conditions. They shall permit a reasonable degree of movement by the tree under normal loading conditions/forces such as wind without detrimental effects. Rubber tree buckles, or galvanized wire with rubber hose will not be accepted.

3.0 EXECUTION

3. 1 Pre-planting Operations

.1 Ensure plant material is acceptable to Contract Administrator.

.2 Remove damaged roots and branches from plant material.

3.2 Planting

.1 Existing Utilities: The Contractor is responsible for confirming the location and extent of existing utilities prior to the start of all planting operations. All attempts should be made to ensure that utility services are maintained to all on and off site parties throughout the entire planting operation.

.2 Ensure all planting in general compliance with Section 9.3 of the Canadian Landscape Standard.

. 3 Time of Planting:

.1 Complete planting work during normal planting seasons as dictated by prevailing weather conditions. Do not plant in frozen ground or with frozen rootballs, during extremely hot, dry weather or during heavy rain.

. 2 Take all necessary precautions to protect plant material from prevailing weather conditions during transportation and planting.

. 3 Refer to Supplementary Specifications for any additional requirements that may apply to scheduling of planting.

.4 All plants must be laid out and adjusted prior to the arrival of an installation crew. This may require a reduced crew on site while the contractor works with the Contract Administrator to complete the layout. The Contract Administrator reserves the right to adjust plants to exact location in the field.

.5 Planting Procedures - Plant Material

.1 Install plant material immediately after layout has been approved by the Contract Administrator. In the event that this is not possible, protect plant material from sun and drying winds. Keep plants that cannot be planted immediately on delivery well-watered. Do not leave plant material unplanted overnight.

. 2 Plant plants so after settlement they will be at original growing medium depth. Allow for settling of growing medium after planting so that total depth of the rootball remains in topsoil.

.3 Set plants plumb in planting beds or planting pits, except where plant's character requires variation from this.

.4 Place growing medium in layers around roots or ball, preferably by hand. Carefully tamp each layer to avoid injuring roots or ball, or disturbing position of plant.

.5 Upon completion of planting, rake planting soil to remove any debris brought to surface by planting operations

.5 Planting Procedures – Tree Planting

.1 For all trees, excavate tree pits with vertical sides, depth to be of sufficient size to contain root ball.

. 2 Scarify the sides of tree pits.

.3 Excavate hole in growing medium sufficient to receive root ball. Excavation of the subgrade below the root balls of trees shall be only as necessary to permit the bottom of the root ball to sit on undisturbed material or compacted fill such that the top of the root ball remains at the proper finished grade. Disturbed subgrade or fill below the root ball shall be compacted to prevent settlement of the tree after planting. Remove excess material from the site.

3.3 Tree Stabilization

.1 Stake and Tie trees immediately after planting if specified and only as directed by the Contract Administrator. Trees damaged as a result of delayed staking shall be replaced.

. 2 Trees shall stand plumb on completion of this operation.

.3 Stakes and ties shall be installed such that injury to bark will not occur.

.4 Ensure guy pins and stakes are placed out beyond the root ball. Trees that have had root balls penetrated by guy pins and stakes will be rejected.

.5 .5 Tie one (1) to two (2) flagging tape flags to all guy wires at a height that is clearly visible.

3.4 Tree Trunk Protection

.1 Trees in lawn areas shall have trunk protection.

. 2 Place tree trunk protection around base of tree trunk as per manufacturer instructions.

.3 Trees 100mm (4”) calliper or less shall have one protector. Do not interlock ends of tree protector.

.4 Trees greater than 100 mm (4”) calliper shall have a minimum of two interlocked protectors. Do not interlock outside ends.

3.5 Tree Rings

.1 Trees in lawn areas shall have 750mm (30”) tree rings cut around the base of each tree. The tree rings shall be true circles centered on the trunk of the tree.

. 2 Have sod removed and area mulched as per specifications.

.3 Trees in seeded areas shall have 750mm (30”) tree rings cut around the base of each tree once seeded areas have been accepted by the Contract Administrator. The tree rings shall:

.1 Be true circles centered on the trunk of the tree.

.2 Have grass removed and area mulched as per specifications.

3.6 Watering

.1 The contractor shall be responsible for the supply of water, water tanker, and labour necessary to adequately and efficiently apply water to all plant material to ensure healthy growth.

.2 Planting beds shall be watered during the dry months of the growing season when there is insufficient rainfall to maintain healthy plant growth. Provisionally allow for 24 service visits between the first of April and end of September.

.3 The Contract Administrator may order less watering based on weather conditions, resulting soil water content and other factors. If drought conditions warrant, the Contract Administrator may order more frequent watering then scheduled or order watering during non-scheduled periods.

.4 Contractor to ensure adequate moisture in plant root zone prior to winter freeze-up.

.5 Watering must not obstruct pedestrians using the sidewalk.

.6 Non-noisy watering at night would be acceptable.

3.7 Pruning

.1 Limit pruning to minimum necessary to remove dead or injured branches only.

.2 Prune in such a manner as to preserve natural character of plants.

.3 Use only clean, sharp tools.

.4 Clean and cut all cuts to branch collar leaving no stubs.

.5 Trace cuts, bruises or scars on bark back to living tissue and remove.

.6 Tree pruning is to be performed in accordance with the best practices published on the International Society of Arboriculture's (ISA) website (www.treesaregood.org).

.7 Branch removal should be limited to necessary clearance pruning for public and electrical safety and the removal of dead, diseased, and/or defective wood to improve tree health and/or structure.

.8 Street trees are to be pruned and maintained in accordance with Illuminating Engineering Society of North America (IES) standards for Roadway Lighting.

3.8 Applying Composted Mulch

.1 Prior to the application of composted mulch;

.1 Reset all plants that have settled so that relationship of nursery grade of root ball to finish grade of growing medium is as per specification

. 2 Manually remove all weeds and weed roots from root balls and adjacent growing medium.

.3 Remove all deleterious material and debris from planting areas.

.4 All fine grading is complete, the growing medium is loose and friable

.5 The Contract Administrator has reviewed of all planting areas.

.2 Spread composted mulch to minimum depth of 50 mm (2”).

.1 Ensure finish composted mulch layer is a minimum of 12mm (1/2”) below adjacent hard landscape surfaces and edges.

. 2 Ensure mulch is kept 125 mm (5”) away from tree trunks and 75 mm (3”) away from stems of shrubs.

3.9 Finished Grading

.1 All planted areas and all growing medium shall be fine graded after placing to the finished elevations and contours as detailed and specified herein. Surfaces shall be true to intended grades, smooth, uniform, and firm against deep foot printing, with a fine loose surface texture. Ensure all rough spots and low areas are eliminated to ensure positive surface drainage. Adjust grades to accommodate for mulch as specified/detailed.

3.10 Clean-up

.1 Remove all materials and other debris resulting from planting operations from site.

.2 Dispose of materials as project requires

.3 Contractor to verify if site is located within Japanese Beetle regulated area. Refer to the City of Vancouver website for proper treatment, containment, and disposal rules. (https://vancouver.ca/home-property-development/japanese-beetle.aspx)

3.11 Establishment Tasks

.1 Perform the following establishment tasks from the time of Acceptance of Planting to issuance of Certificate of Total Performance.

.1 Water to maintain soil moisture conditions for optimum establishment, growth and health of plant material without causing erosion.

.2 Remove weeds as required.

.3 Pesticides and herbicides shall not be used. For pest infestations, seek approval from the Contract Administrator for the use of Integrated Pest Management (IPM). A minimum 24 hour notice must be given before any IPM applications.

.4 Remove dead or broken branches from plant material.

.5 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

.6 Ensure all maintenance in compliance with Level 2 of the Canadian Landscape Standard maintenance level except where modified as follows:

.7 Special care must be made in the removal of weeds. To maintain the integrity of the space and increase biodiversity, several perennial species will self-seed to form a naturalized wildflower meadow. Therefore, confidence with native plant and weed identification is of utmost importance. Weeding shall occur once a month during the growing season. Contractor shall submit a weeding schedule and plan to be approved by the Engineer. The plan shall include proposed methods of cultivating and weeding indicating all proposed weeding tools. Line trimmers may not be used.

.8 Herbaceous perennials and grasses shall only be cut back in early spring of each year.

.9 Remove sediment, trash, debris, and leaf litter from inlets and garden beds during site visits.

.10 top up composted mulch annually.

3.12 Conditions for Total Performance

.1 Contract Administrator will issue Certificate of Total Performance only when following conditions exist:

.1 All plants are of species and varieties specified and planted in locations shown on Contract Drawings or otherwise approved by the Contract Administrator.

.2 All plants are healthy and turgid.

.3 Water content in growing medium is to satisfaction of Contract Administrator.

.4 All pruning is complete to satisfaction of Contract Administrator.

.5 All planted areas are free of weeds.

3.13 Guarantee / Establishment

.1 Contractor to guarantee all materials and workmanship for a period of two full years from date of Acceptance of Planting.

. 2 Guarantee includes replacing all dead or failing plant material every 6 months from the date of Acceptance of Planting, and up to a maximum of 4 times throughout the two year establishment period at no cost to the owner, as determined by the Contract Administrator.

. 3 Guarantee will not apply to plants or other products damaged after Total Performance by causes beyond Contractor's control, such as vandalism, "acts of

God", "excessive wear and tear", or abuse. Contractor is responsible for work until Total Performance. After Total Performance, Owner is responsible for work and proper maintenance unless the Owner with the agreement of the Contractor extends the maintenance period.

3.14 Extension

.1 The Contract Administrator may extend Contractor's maintenance responsibilities for an additional three - one year periods at end of initial guarantee/establishment period. Contractor shall submit a plan and pricing for annual maintenance in preparation for possible extension. The maintenance tasks shall be as per the establishment tasks minus the irrigation. The contractor will no longer be responsible for irrigation of plant material or responsible for any guarantee or replacement of dead or failing plant material.

.2 After the first two years of establishment and in the case that the Owner extends the maintenance contract, non-rain garden areas shall be fertilized as recommended in the Level 2 of the Canadian Landscape Standard maintenance level.

END OF SECTION GI 32 93 10S

Example Schedule to be Submitted by the Contractor

Cambie Street and 35th Ave - Boulevard Enhancement

Schedule of Establishment Tasks (During 2 year establishment period)

	Monthly Frequency											
Task	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Personnel Numbers												
Weeding												
Pruning												
Cutting back perennials												
Replacement of plants												
Cleaning inlets												
Removal of sediment, trash, and debris												
Watering												

Sunset Park - Parkway

Schedule of Establishment Tasks (During 2 year establishment period)

	Monthly Frequency											
Task	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Personnel Numbers												
Weeding												
Pruning												
Cutting back perennials												
Replacement of plants												
Cleaning inlets												
Removal of sediment, trash, and debris												
Irrigation startup and blowout												

Recommended Task Frequency

Landscape Establishment Schedule (during 1st year establishment period)

Monthly Frequency

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Watering (Cambie Only)	~	~	4	4	4	4	4	4	4	~	~	~
Weeding				1	1	1	1	1	1			
Pruning	~	~	~							~	~	~
Cutting back perennials			1									
Replacement of plants			~	~						~	~	
Cleaning inlets	1	1	1	1	1	1	1	1	1	1	1	1
Removal of sediment, trash, and debris	1	1	1	1	1	1	1	1	1	1	1	1
Winterize irrigation (Sunset Only)											1	
~ as needed												

Landscape Establishment Schedule (during 2nd year establishment period)

Monthly Frequency

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Watering (Cambie Only)	~	~	2	2	2	2	3	3	2	~	~	~
Weeding				1	1	1	1	1	1			
Pruning	~	~	~							~	~	~
Cutting back perennials			1									
Replacement of plants			~	~						~	~	
Cleaning inlets	1	1	1	1	1	1	1	1	1	1	1	1
Removal of sediment, trash, and debris	1	1	1	1	1	1	1	1	1	1	1	1
Mulch top up					1							
Irrigation startup						1						
Winterize irrigation (Sunset Only)											1	
~ as needed												

Landscape Maintenance Schedule (after 2 year establishment period)

Monthly Frequency

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weeding				1	1	1	1	1	1			
Pruning	~	~	~							~	~	~
Cutting back perennials			1									
Clearning Inlets	1	1	1	1	1	1	1	1	1	1	1	1
Removal of sediment, trash, and debris	1	1	1	1	1	1	1	1	1	1	1	1
~ as needed												

5.0 ANNEX 1 – OWNERS LIST OF KNOWN WORKPLACE HAZARDS

(see attached)

CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

Contract Title: LANDSCAPE CONTRACTOR FOR GI PLANTING & ESTABLISHMENT SERVICES

Project Manager (City employee) Matt Gibbs - (604) 829 2018 - matt.gibbs@vancouver.ca

Contract Name and No. (if known) RFP No. PS20201127

PURPOSE

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the **existing** work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

DEFINITIONS

"Project Manager" means the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

INSTRUCTIONS FOR COMPLETION

The document must be completed in full. Choices for each entry are:

Yes (Y)	the known worksite hazard or existing work process hazard does exist
No (N)	the known worksite hazard or existing work process hazard does not exist*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA)	the worksite hazard or existing work process is not applicable for this contract type

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

ASSISTANCE IN COMPLETING THIS DOCUMENT

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
1. **Asbestos-containing Materials.** Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services	
(a) Asbestos containing materials (ACM) will be encountered	NA
(b) A hazardous materials assessment for asbestos is provided in the tender package	NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	NA
2. **Lead-containing Materials.** Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services	
(a) Inorganic lead-containing materials may be encountered	NA
(b) A hazardous materials assessment for lead is provided in the tender package	NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	NA
3. **Other hazardous materials.** May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here) _____ _____ _____	
(a) A hazardous materials assessment for ammonia is provided in the tender package	NA
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package;	NA
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	NA
4. **Confined Spaces.** Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:	
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package;	NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	NA
(c) the contractor shall be responsible for isolation and lockout procedures.	NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
5. **Lock Out.** Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:	
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	NA
(b) work will be performed on or near energized equipment, lines, or circuits	N
If yes to (a) or (b) describe: _____ _____ _____	
6. **Fall Protection.** Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services	
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	NA
(b) Scaffolding or ladders will be required to be secured to a building or structure	NA
7. **Overhead and Underground Utilities.** Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	N
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	N
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	N
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service (...Empty electrical conduit is running at a 45 degree from the new light pole bases, approximately 500mm below new bike lane curb...)	N However see Note

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor? _____ _____ _____	
8. **Construction, Excavation, Shoring and Demolition**	
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	NA
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	NA
9. **Chemicals, Solvents, Fumes, Vapours, And/Or Dusts** (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	NA
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	N
If yes to (a), list the work processes and/or chemicals in use: _____ _____ _____	
10. **Noise** (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	N

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) Arterial roadway traffic on roadway. _____ _____
(b) _____ _____
(c) _____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Matt Gibbs	
Project Manager Signature:	Date: Nov 5, 2020
Title: Green Infrastructure Implementation Planner	Phone: 604 829 2018

CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

Contract Title Landscape Contractor for Green Infrastructure Planting and Establishment Services

Project Manager (City employee) Cherie Xiao

Contract Name and No. (if known) PS20201127

PURPOSE

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the **existing** work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

DEFINITIONS

"Project Manager" means the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

INSTRUCTIONS FOR COMPLETION

The document must be completed in full. Choices for each entry are:

Yes (Y)	the known worksite hazard or existing work process hazard does exist
No (N)	the known worksite hazard or existing work process hazard does not exist*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA)	the worksite hazard or existing work process is not applicable for this contract type

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

ASSISTANCE IN COMPLETING THIS DOCUMENT

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

Hazard or Issue	**Project Manager**
	Yes (Y), No (N) or Not Applicable (NA)
1. **Asbestos-containing Materials**. Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services	
(a) Asbestos containing materials (ACM) will be encountered	NA
(b) A hazardous materials assessment for asbestos is provided in the tender package	NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	NA
2. **Lead-containing Materials**. Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services	
(a) Inorganic lead-containing materials may be encountered	NA
(b) A hazardous materials assessment for lead is provided in the tender package	NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	NA
3. **Other hazardous materials.** May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here) _____ _____ _____	
(a) A hazardous materials assessment for ammonia is provided in the tender package	N
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package;	N
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	N
4. **Confined Spaces**. Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:	
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package;	NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	NA
(c) the contractor shall be responsible for isolation and lockout procedures.	NA

Hazard or Issue	**Project Manager**
	Yes (Y), No (N) or Not Applicable (NA)
5. **Lock Out.** Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:	
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	NA
(b) work will be performed on or near energized equipment, lines, or circuits	NA
If yes to (a) or (b) describe: _____ _____ _____	
6. **Fall Protection.** Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services	
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	N
(b) Scaffolding or ladders will be required to be secured to a building or structure	N
7. **Overhead and Underground Utilities.** Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	N
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	N
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor? _____ _____ _____	
8. **Construction, Excavation, Shoring and Demolition**	
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	NA
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	N
9. **Chemicals, Solvents, Fumes, Vapours, And/Or Dusts** (existing work processes or known worksite hazard only) – ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	NA
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	NA
If yes to (a), list the work processes and/or chemicals in use: _____ _____ _____	
10. **Noise** (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	N

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) Overhead power line and poles on opposite site of roadway – take care with unloading trucks
(b) Traffic hazard – cyclists on bike lane adjacent to work site. Traffic control required.
(c) Traffic hazard – heavy trucks on driveway adjacent to work site.

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY

Project Manager Name (print): Cherie Xiao	
Project Manager Signature:	Date: 23/11/2020
Title: Landscape Architect	Phone: 604-296-2979

PART C – FORM OF PROPOSAL

RFP No. PS20201127, Landscape Contractor for Green Infrastructure Planting and Establishment Services (the "RFP")

Proponent's Full Legal Name:_____

"Proponent"

Address:_____

_____

Jurisdiction of Legal Organization:_____

Key Contact Person:_____

Telephone:_____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1 Legal Terms and Conditions of RFP

APPENDIX 2 Questionnaire

APPENDIX 3 Commercial Proposal

APPENDIX 4 Proponents References

APPENDIX 5 Certificate of Insurance

APPENDIX 6 Declaration of Supplier Code of Conduct Compliance

APPENDIX 7 Personal Information Consent Form(s)

APPENDIX 8 Subcontractors

APPENDIX 9 Proposed Amendments to Form of Agreement

APPENDIX 10 Conflicts; Collusion; Lobbying

APPENDIX 10 Proof of WorkSafeBC Registration

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, 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 a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.

(c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g) "RFP" means the document issued by the City as Request for Proposals No. PS20201127, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 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. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement 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 such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the City or its officials, agents 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));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

(a) any alleged (or judicially determined) 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));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

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 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal

principle of any kind, the City's liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) 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) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(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 to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) 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 or any court 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.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

10 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

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

APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below. (Attach additional pages as required).

Executive Summary:

In the space below, provide a brief executive summary of your Proposal.

Proponent Overview:

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

Scope of Work and Work Plan:

In the space below, describe how your Proposal is responsive to the Scope of Work.

Detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

Include a description of the following:

- Ability to adhere to the plant list and the source of plant material
- Schedule for installation
- Schedule for Establishment Tasks outlining the tasks to be undertaken through the year
- Design and delivery of a water efficient irrigation system
- Indicate the number of personnel on site for routine maintenance, as well as for specific procedures

Proponents are required to provide a completed Schedule of Establishment Tasks (see "Part B – Scope of Work – Attachments") with the proposal outlining the tasks to be undertaken through the year. In addition, indicate the intent and approach in regards to the allocation of personnel. This should include the number of personnel on site for routine maintenance, as well as for specific procedures.

Supply Certainty and Lead Time:

In the space below, describe any method that will be used to mitigate risks including, but not limited to product availability and delivery lead-time.

Proponents shall state the lead time from the receipt of an order to the start of work on site.

Green Infrastructure Knowledge and Understanding

In the space below, describe any professional experience related to installation and establishment of green rainwater infrastructure including a general overview of the intended functions and benefits / co-benefits of the green rainwater infrastructure. Please provide one or two specific examples of work. (or) Please give a brief overview of the intended function and benefits / co-benefits of a green rainwater bio-infiltration swale such as the two to be planted and established for this RFP.

Key Personnel:

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the delivery of Low Impact Development and/or Rainwater Management projects. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

The irrigation contractor will have a minimum of (5) five years of experience installing irrigation systems and have attained certification by the Irrigation Association as a Certified Irrigation Contractor. Please submit proof of certification with proposal.

Innovation:

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Scope ow Work. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Alternative Solutions:

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Social Sustainability:

SUPPLIER DIVERSITY

Please note for the Supplier Diversity, Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).	
Majority owned/controlled/ by: ☐ Women ☐ Indigenous Peoples ☐ Non-Profit/Charity (Social Enterprise) ☐ Coop ☐ Community Contribution Corporation (3C/CCC) ☐ Ethno-cultural Persons ☐ People with Disabilities ☐ LGBTQ2+ ☐ Other: please indicate	**Social / Diverse Certifications** ☐ BCorp ☐ Supplier Diversity Certification **Enviro / Other Certifications** ☐ BuySocial ☐ Living Wage ☐ Fairtrade ☐ Green Business Certification (ie. LEED, ClimateSmart) ☐ Other: please indicate
☐ **None of the above**	☐ **None of the above**

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

What % or $ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

Category of Social Value Businesses (Majority owned/controlled/certified by)	**# of Businesses**	**$/% of contract**	**Name of the Businesses being Sub-contracted**
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop; BCorp			
Other			

EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)

2. Do you regularly conduct an employee equity "survey" or similar information/data collection on workforce diversity? Y/N
   a. Please describe how you track/monitor your workforce diversity including frequency

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
   a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?
   a. If yes, please describe

5. Do you compensate at or above a Living Wage (currently $20.91/hr) Y/N
   Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

WORKFORCE DIVERSITY (for information)

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

Overall Workforce Diversity:	**Leadership/Management/Executive Workforce Diversity:**
% Women	% Women
% Indigenous Peoples	% Indigenous Peoples
% Ethno-cultural People	% Ethno-cultural People
% People with Disabilities	% People with Disabilities
% LGBTQ2+	% LGBTQ2+
% Other: please indicate	% Other: please indicate

If you choose not to respond please indicate why: ☐ **Do not track this information** ☐ **Do not want to share this information**	

APPENDIX 3
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 – Commercial Proposal is provided as a separate file to the entire Proposal.

PLEASE COMPLETE SEPARATE EXCEL SHEET PROVIDED FOR TABLES A, B, C and D.

Table A: PRICING SCHEDULE - CAMBIE STREET & WEST 35TH AVENUE (Reference PART B - REQUIREMENTS)

(see attached for reference)

Table B: PRICING SCHEDULE - SUNSET PARK – 404 EAST 51ST AVENUE (Reference PART B - REQUIREMENTS)

(see attached for reference)

TABLE A - PRICING SCHEDULE - CAMBIE STREET AND WEST 35TH AVENUE (Reference Part B Requirements)

Cambie Street (35th to McGuigen) - Boulevard Enhancement - Pricing Table

Species	Size	Quantity	Unit Price	Sub-Total
Plants:				
Salvia Superba 'Merleau Blue'	#2 cont.	402		$ -
Lonicer pileata	#2 cont.	106		$ -
Juncus inflexus 'Blue Arrows'	#1 cont.	613		$ -
Carex flacca	#1 cont.	681		$ -
Iris tenax	#1 cont.	148		$ -
Services:				
Installation of Plants			l.s	$ -
Composted Mulch 50mm - Supply and install (m3)		12		$ -
			TOTAL FOR PLANTS AND SERVICES	$ -

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Establishment Tasks - Year 1. Inc. plant replacement and watering													$ -
Establishment Tasks - Year 2. Inc. plant replacement and watering													$ -
												TOTAL FOR ESTABLISHMENT TASKS	$ -

Optional (if approved):	
Establishment - Year 3 (No Watering)	$
Establishment - Year 4 (No Watering)	$
Establishment - Year 5 (No Watering)	$

TABLE B - PRICING SCHEDULE - SUNSET PARK - 404 E 51ST AVENUE (Reference Part B Requirements)

Sunset Park - Boulevard Enhancement - Pricing Table

Species	Size	Quantity	Unit Price	Sub-Total
Trees:				
Cornus nutallii	8-9 cm Caliper	3		$ -
Plants:				
Juncus effusus	#1 cont.	373		$ -
Cornus sericea 'Kelseyi'	#2 cont.	518		$ -
Iris siberica	#1 cont.	38		$ -
Kniphofia uvaria 'Dwarf Yellow'	#1 cont.	27		$ -
Services:				
Installation of Plants			l.s	$ -
Composted Mulch 50mm - Supply and install (m3)		12		$ -
Tree Staking			l.s	$ -
Irrigation - Design, supply and installation			l.s	$ -
			TOTAL FOR TREES, PLANTS AND SERVICES	$ -

Establishment Tasks:		**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	
Establishment Tasks - Year 1. Inc. plant replacement														$ -
Establishment Tasks - Year 2. Inc. plant replacement														$ -
													TOTAL FOR ESTABLISHMENT TASKS	$ -

Optional (if approved):	
Establishment - Year 3	$
Establishment - Year 4	$
Establishment - Year 5	$

Table C: TOTAL PRICE SUMMARY

LOCATION	PRICE
CAMBIE STREET – Plants and Services	
CAMBIE STREET – Two Year Establishment Tasks	
SUNSET PARK – Trees, Plants and Services	
SUNSET PARK – Two Year Establishment Tasks	
SUBTOTAL INCLUDING BOTH LOCATIONS (excluding GST)	
GST	
TOTAL PRICE (including GST and PST)	

Schedule of Labour Rates

Proponents shall provide Charge Out Rates applicable to the project set out in Table A and Table B. Proponents should complete the following tables setting out the all-inclusive proposed hourly rates for all applicable categories of labour.

Table D: SCHEDULE OF LABOUR RATES

Key Personnel/Team Members	Title/Activity/Role	Proposed Rate per Hour	Proposed Rate Per Day

APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

CITY OF VANCOUVER

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.

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
INSURER _____ **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:
√ Personal Injury
√ Property Damage including Loss of Use
√ Products and Completed Operations
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ 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 $ _____

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

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

7. **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: _____

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

APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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

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

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

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

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

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

Signature: _____

Name and Title: _____

APPENDIX 7

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20201127

Title: Landscape Contractor for Green Infrastructure Planting and Establishment Services

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____(Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

_____ _____

Signature Date

APPENDIX 8
SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	

	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 – Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 – Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

PART D
FORM OF AGREEMENT

See attached.

SUPPLY AGREEMENT

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

PS20201127

LANDSCAPE CONTRACTOR FOR GREEN INFRASTRUCTURE PLANTING AND ESTABLISHMENT SERVICES

DATED <>

SAMPLE

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <⌨>

BETWEEN:

> **<⌨SUPPLIER NAME>**, a <⌨corporation> organized under the laws of <⌨> and having an office at <⌨>
>
> (hereinafter referred to as the "**Supplier**")

AND:

> **CITY OF VANCOUVER**, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
>
> (hereinafter referred to as the "**City**")

WHEREAS the Supplier is in the business of supply, installation and maintenance of plants and other value added services;

AND WHEREAS the City wishes to procure landscape contractor services for green infrastructure planting and establishment from the Supplier upon and subject to the terms and conditions hereinafter set forth,

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

SAMPLE

TABLE OF CONTENTS

Page

ARTICLE 1 INTERPRETATION 4
1.1 Definitions 4
1.2 Headings 9
1.3 Extended Meanings 9
1.4 Schedules 10

ARTICLE 2 EFFECTIVENESS 11
2.1 Effective Date 11
2.2 Term 11

ARTICLE 3 SUPPLY; GENERAL TERMS 11
3.1 Supply 11
3.2 Application to Prior Acts 12
3.3 Sufficiency and Competence of Personnel 12
3.4 Standards and Requirements 12
3.5 Consents 12
3.6 Goods Orders 12
3.7 Delivery Requirements 13
3.8 Rejection of Defective goods or materials 13
3.9 Warranties 14
3.10 Relationship Between the Parties 14
3.11 Variations Requested by the City 15
3.12 Tests; Defects and Acceptance 15
3.13 Title and Risk 16

ARTICLE 4 PREFERRED SUPPLIERS 17
4.1 Procurement of Supplies 17
4.2 Information Concerning Alternative Suppliers 17
4.3 Use of Alternative Suppliers 17

ARTICLE 5 CONTRACT MANAGERS 18
5.1 City's Managers 18
5.2 Supplier's Managers 18
5.3 Designation of New Managers 18

ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS 18
6.1 General Representations and Warranties 18
6.2 General Health and Safety-Related Acknowledgements and Covenants 19
6.3 Covenants Regarding Violations of Health and Safety Requirements 20
6.4 Covenants Regarding the Environment 20
6.5 Further Covenants Regarding the Sites 21
6.6 Covenants Against Encumbrances 21
6.7 Absence of Conflicts of Interest 21

Page

ARTICLE 7 PERSONNEL 22
7.1 Separate Personnel 22
7.2 Changes in Personnel 22
7.3 Key Project Personnel 22

ARTICLE 8 REPORTING 23
8.1 Progress Reports 23
8.2 Assistance regarding Reporting Requirements 23

ARTICLE 9 PAYMENT; AUDITS 24
9.1 Payment to the Supplier 24
9.2 Purchase Orders; Content of Invoices .. 24
9.3 Procedure for Invoices 25
9.4 Currency of Payment 25
9.5 Contested Claims for Payment 25
9.6 Audits 25
9.7 Set Off 26

ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY 26
10.1 Scheduled Items 26
10.2 Other Information 26
10.3 Decisions in Writing 26
10.4 Access to the Site 27

ARTICLE 11 LIABILITY AND INSURANCE 27
11.1 Covenants of Indemnification by the Supplier 27
11.2 Contamination of Lands 28
11.3 Conduct of Claims 28
11.4 Insurance 30

ARTICLE 12 FORCE MAJEURE; TERMINATION .. 31
12.1 Force Majeure 31
12.2 City Suspension and Termination Rights 32
12.3 Supplier Termination Rights 33
12.4 Consequences of Termination 33
12.5 Other Surviving Rights and Liabilities of Parties 34

ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING 34
13.1 Assignment 34
13.2 Subcontracting 34

ARTICLE 14 INTELLECTUAL PROPERTY 35
14.1 Assignment 35
14.2 Further Assistance 35
14.3 Supplier Undertakings and Representations and Warranties 35

SAMPLE

Page

14.4 Background Intellectual Property.....36
14.5 Supplier Employees' and Subcontractors' Rights 36
14.6 No Additional Remuneration.....37

ARTICLE 15 PRIVACY; CONFIDENTIALITY..... 37
15.1 Freedom of Information and Protection of Privacy Act 37
15.2 No Promotion.....37
15.3 Confidentiality Obligations 37
15.4 Disclosure to Representatives 37
15.5 Disclosures Required by Law 37
15.6 Other Disclosures by the City.....38
15.7 Interpretation; Enforcement and Survival 38

ARTICLE 16 TAXES 38
16.1 Taxes for Own Accounts 38
16.2 Withholding Taxes.....38

ARTICLE 17 DISPUTE RESOLUTION..... 39
17.1 Optional Procedure 39
17.2 Arbitration 39

ARTICLE 18 MISCELLANEOUS 39
18.1 Time of the Essence 39
18.2 Costs.....39

Page

18.3 Benefit of this Agreement.....40
18.4 Entire Agreement 40
18.5 Amendments and Waiver 40
18.6 Notices.....40
18.7 Governing Law and Jurisdiction 41
18.8 Further Assurances 42
18.9 Severance 42
18.10 Counterparts 42
18.11 Independent Legal Advice.....42
18.12 Electronic Execution 43

SCHEDULE A - SCOPE OF GOODS AND SERVICES
SCHEDULE B - PRICES FOR SUPPLY
SCHEDULE C - ITEMS TO BE PROVIDED BY THE CITY
SCHEDULE D - TIME SCHEDULE FOR SUPPLY
SCHEDULE E - PREFERRED SUPPLIERS
SCHEDULE F - CITY POLICIES
SCHEDULE G - KEY PROJECT PERSONNEL
SCHEDULE H - SITE
SCHEDULE I – INSURANCE CERTIFICATES
SCHEDULE J – OWNER'S LIST OF KNOWN WORKPLACE HAZARDS
SCHEDULE K – CONTRACTORS PRE-WORK HAZARD IDENTIFICATIONS
SCHEDULE L – REQUEST FOR PROPOSALS
SCHEDULE M – SUBMITTED PROPOSAL

SAMPLE

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Agreement**" means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;

(b) "**Background IP**" has the meaning ascribed thereto in Section 14.4;

(c) "**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;

(d) "**Change in Control**" means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;

(e) "**City Policies**" means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule F or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);

(f) "**City's Manager**" means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;

(g) "**Competent Authority**" means:

(i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;

(ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or

(iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;

(h) "**Confidential Information**" means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:

(i) this Agreement; or

(ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

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but does not include:

(iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);

(iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

(v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;

(vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;

(vii) any information that the Parties agree in writing is not confidential or may be disclosed; and

(viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;

(i) "**Consent**" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;

(j) "**Contract Price**" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;

(k) "**Defect**" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

(l) "**Delivery**" means the completion of delivery of goods or products ordered in a particular purchase order, in accordance therewith and herewith;

(m) "**Delivery Date**" has the meaning ascribed to such term in Section 3.6(a);

(n) "**Delivery Location**" has the meaning ascribed to such term in Section 3.6(a);

(o) "**Documentation**" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the

SAMPLE

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

(p) "**Effective Date**" has the meaning ascribed to such term in Section 2.1;

(q) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

(r) "**Environmental Law**" means any Law which imposes any obligations relating to:

(i) the protection, management, conservation or restoration of the natural environment;

(ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and

(iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

(s) "**Force Majeure**" means, exhaustively, any:

(i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;

(ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;

(iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;

(iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or

(v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

(t) "**Good Industry Practice**" means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

(u) "**Group**" means:

(i) in respect of the Supplier, the group constituted from time to time by:

(A) the Supplier;

SAMPLE

(B) all persons that directly or indirectly control or are controlled by the Supplier; and

(C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and

(ii) in respect of the City, the group constituted from time to time by:

(A) the City; and

(B) all bodies corporate directly or indirectly controlled by the City.

(v) "**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;

(w) "**Intellectual Property Rights**" means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

(x) "**Key Project Personnel**" means the persons named in Schedule G (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;

(y) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

(z) "**OHS Requirements**" means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;

(aa) "**Other City Entity**" means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;

(bb) "**Parties**" means the City and the Supplier and "**Party**" means one of them or either of them, as the context requires;

(cc) "**Permitted Purpose**" has the meaning ascribed thereto in Section 15.3;

(dd) "**Preferred Supplier**" means a person named in Schedule E;

SAMPLE

(ee) "**Proposal**" means the Supplier's proposal dated <⌨>, submitted by the Supplier to the City in response to the RFP;

(ff) "**Release**" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

(gg) "**Representative**" means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;

(hh) "**RFP**" means the City's Request for Proposal number PS20201127;

(ii) "**Safety Incident**" means:

(i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or

(ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.

(jj) "**Sales Tax**" has the meaning ascribed to such term in Section 16.1;

(kk) "**Site**" means a City building or other City worksite at which any part of the Supply shall be performed, which Sites are expected to include those listed in Schedule H.

(ll) "**Social Enterprise**" means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

(mm) "**Student**" means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;

(nn) "**Subcontractor**" means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

(oo) "**Supplier's Manager**" means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;

(pp) "**Supply**" means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;

(qq) "**Taxes**" means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

(i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp,

SAMPLE

franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;

(ii) all withholdings on amounts paid to or by the relevant person;

(iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;

(iv) any fine, penalty, interest or addition to tax;

(v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and

(vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

(rr) "**Time(s) for Completion**" means the time(s) stated in Schedule D by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;

(ss) "**Variation**" has the meaning ascribed to such term in Section 3.11(a); and

(tt) "**WCA**" means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

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

1.3 Extended Meanings

In this Agreement:

(a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;

(b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;

(c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the

SAMPLE

generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;

(d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

(e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and

(f) "control" when used to describe a relationship between one person and any other person, has the following meanings:

(i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

(ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

(iii) the general partner of a limited partnership controls the limited partnership; and

(iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Time Schedule for Supply
Schedule E	Preferred Suppliers
Schedule F	City Policies
Schedule G	Key Project Personnel
Schedule H	Site
Schedule I	Insurance Certificates
Schedule J	Owners List of Known Workplace Hazards
Schedule K	Contractors Pre-Work Hazard Identification
Schedule L	Request for Proposals
Schedule M	Submitted Proposal

SAMPLE

ARTICLE 2
EFFECTIVENESS

2.1 Effective Date

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

2.2 Term

(a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section **Error! Reference source not found.**, this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.

(b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

(c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

ARTICLE 3
SUPPLY; GENERAL TERMS

3.1 Supply

(a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City at the Sites directed by the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.

(b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.

(c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

(d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.

SAMPLE

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

3.2 Application to Prior Acts

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

3.3 Sufficiency and Competence of Personnel

(a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.

(b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

3.4 Standards and Requirements

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

(a) all applicable Laws and Consents;

(b) the specific requirements of Schedule A (Scope of Goods and Services) and Schedule D (Time Schedule for Supply), and the instructions of the City;

(c) the City Policies; and

(d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

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

3.5 Consents

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

3.6 Goods Orders

(a) Notwithstanding any other provision hereof, the City shall not order any goods or materials hereunder except pursuant to a written purchase order, which must:

SAMPLE

(i) be given in writing;

(ii) refer to this Agreement;

(iii) specify the goods and materials ordered; and

(iv) specify a date pre-agreed upon by the Supplier and the City by which the goods and materials ordered pursuant to the purchase order are to be delivered (the "**Delivery Date**"), and the location or address to which they are to be delivered (the "**Delivery Location**"), provided that the Delivery Location for each order must be a Site.

3.7 Delivery Requirements

(b) The Supplier shall pack, transport and supply all goods and materials forming part of the Supply in accordance with all:

(i) manufacturer recommendations and requirements;

(ii) generally accepted industry standards and practices; and

(iii) applicable Laws.

(c) The Supplier shall ensure that all goods and materials are properly packed and secured in such manner as to enable them to reach their destination in good condition.

(d) The Supplier shall deliver all goods or materials ordered by the City hereunder to the applicable Delivery Location by the applicable Delivery Date.

(e) Delivery of the goods or materials specified in a purchase order shall be complete only upon the completion of their unloading at the Delivery Location and their installation and setup by the Supplier to the satisfaction of the City.

(f) Each shipment of goods or materials shall be accompanied by a delivery document from the Supplier showing the purchase order number, the date of the purchase order, the type and quantity of goods or materials included in the shipment, and, in the case of an order being delivered by instalments, the outstanding balance of goods or materials remaining to be delivered.

(g) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant goods or materials, and any such return shall be at the Supplier's expense.

(h) In respect of any goods or materials that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

3.8 Rejection of Defective goods or materials

(a) The Supplier shall test all goods and materials prior to their delivery to the City to confirm they function correctly, and as intended, except for goods and materials that are delivered directly to the City and are not configured by the Supplier.

SAMPLE

(b) If any goods or materials delivered to the City do not comply with Schedule A or the Proposal, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those goods or materials and:

(i) require the Supplier to remove the rejected goods or materials from any facility or work site of the City at the Supplier's risk and expense within ten Business Days of being requested to do so;

(ii) require the Supplier to repair or replace the rejected goods or materials at the Supplier's risk and expense within 20 Business Days of being requested to do so; and

(iii) claim damages for any costs, expenses or losses resulting from the Supplier's delivery of goods or materials that are not in conformity with the terms of this Agreement.

(c) The City's rights and remedies under this Section 3.8 are in addition to the rights and remedies available to it under other sections of this Agreement and applicable Laws.

(d) The terms of this Agreement shall apply to any repaired or replacement goods or materials supplied by the Supplier pursuant to Sections 3.8 or 3.9.

3.9 Warranties

(a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.

(b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of 2 years from the acceptance of the planting.

(c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.

(d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.

(e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.

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

3.10 Relationship Between the Parties

(a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do

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so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

(b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.11 Variations Requested by the City

(a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or a time expressed in Schedule D (Time Schedule for Supply), shall constitute a "Variation" and shall be governed by and subject to this Section 3.11.

(b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).

(c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:

(i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and

(ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, which such agreement must be evidenced in writing.

(d) If no agreement is reached under 3.11(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.

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

3.12 Tests; Defects and Acceptance

(a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.

SAMPLE

(b) If a Defect appears the testing described in the foregoing Section 3.12(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.

(c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.

(d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.

(e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.12(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.13 Title and Risk

(a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.

(b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:

(i) payment therefor by the City;

(ii) its delivery and installation to any part of the Site>; and

(iii) its incorporation into a good or work supplied by the Supplier.

(c) The risk in goods, products or materials delivered to the City hereunder shall pass to the City on Delivery.

(d) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.

(e) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.

(f) Notwithstanding the foregoing provisions of this Section 3.13, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the relevant Supply to the satisfaction of the City.

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ARTICLE 4
PREFERRED SUPPLIERS

4.1 Procurement of Supplies

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

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

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

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

4.2 Information Concerning Alternative Suppliers

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

(a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or

(b) a better quality of materials or services may be obtained from an alternative supplier; or

(c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

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

(a) the relevant materials or services to be procured;

(b) the name of the Preferred Supplier;

(c) the name of the alternative supplier;

(d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and

(e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

SAMPLE

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

ARTICLE 5
CONTRACT MANAGERS

5.1 City's Managers

(a) The City hereby designates each of <⌨> and <⌨> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.

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

(c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

(a) The Supplier hereby designates each of <⌨> and <⌨> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.

(b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

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

ARTICLE 6
SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

(a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;

SAMPLE

(b) the Supplier is a <⌨> duly organized, validly existing and in good standing under the laws of <⌨> and is lawfully authorized to do business in the Province of British Columbia;

(c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

(d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;

(e) all statements made by the Supplier in its Proposal are true and accurate;

(f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;

(g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;

(h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;

(i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

(a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;

(b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;

(c) at all times take all reasonable precautions to maintain the health and safety of workers;

(d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;

(e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;

SAMPLE

(f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;

(g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and

6.3 Covenants Regarding Violations of Health and Safety Requirements

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

(a) ensure that the violation is promptly resolved;

(b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);

(c) promptly take all reasonable steps necessary to avoid recurrence of the violation;

(d) communicate to the City its plan to avoid recurrence of the violation; and

(e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

(a) The Supplier shall:

(i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;

(ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;

(iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and

(iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

SAMPLE

(b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

(a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and

(b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.6 Covenants Against Encumbrances

(a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.

(b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

(a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.

(b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it

SAMPLE

immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7
PERSONNEL

7.1 Separate Personnel

(a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

(b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.

(c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

7.2 Changes in Personnel

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

7.3 Key Project Personnel

(a) Where there are Key Project Personnel the Supplier shall:

(i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;

SAMPLE

(ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);

(iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;

(iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and

(v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.

(b) If:

(i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or

(ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

(c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.

(d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8
REPORTING

8.1 Progress Reports

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

8.2 Assistance regarding Reporting Requirements

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

SAMPLE

ARTICLE 9
PAYMENT; AUDITS

9.1 Payment to the Supplier

(a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.

(b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:

(i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and

(ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia)) in relation to the Supply if no liens then exist.

(c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.

(d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

(e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.

(f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

(a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.

SAMPLE

(b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):

(i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;

(ii) an itemized list of the amounts owing;

(iii) the invoice date and the time period to which the invoice relates;

(iv) a description of the portion of the Supply to which the invoice relates;

(i) the total amounts payable under the invoice and details of any applicable taxes;

(ii) all supporting documentation relating to disbursements; and

(iii) such other information as the City may require from time to time.

(c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.3 Procedure for Invoices

(a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

(b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

(c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

9.4 Currency of Payment

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

9.5 Contested Claims for Payment

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

9.6 Audits

(a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable

SAMPLE

copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;

(b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and

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

9.7 Set Off

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

ARTICLE 10
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.1 Scheduled Items

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

10.2 Other Information

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

10.3 Decisions in Writing

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

SAMPLE

10.4 Access to the Site

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

ARTICLE 11
LIABILITY AND INSURANCE

11.1 Covenants of Indemnification by the Supplier

(a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:

(i) any:

(A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;

(B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);

(C) damage to the natural environment, including any remediation cost recovery claims;

(D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;

(E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;

(F) failure by the Supplier to fully comply with the provisions of this Agreement;

(G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;

(H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or

(I) breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any

SAMPLE

Representative of the Supplier or any employee, agent or contractor of any of them; or

(ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.

(b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:

(i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or

(ii) any loss or damage flowing from the termination of this Agreement.

(c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

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

(a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;

(b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and

(c) undertake the work referred to in the foregoing paragraph (b).

11.3 Conduct of Claims

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

(a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

(i) approval by any relevant insurers (without prejudice to Section 11.3(f); and

(ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

SAMPLE

permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

(b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):

(i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;

(ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and

(iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;

(c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:

(i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or

(ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);

(d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;

(e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:

(i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and

(ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the

SAMPLE

extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

(f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and

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

11.4 Insurance

(a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, commercial general liability insurance with coverage of not less than $5,000,000 per occurrence and at least $5,000,000 of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:

(i) name the City and the City's officials, employees and agents as additional insureds;

(ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

(iii) include blanket contractual liability coverage; and

(iv) Include non-owned auto liability coverage.

(b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than $5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.

(c) All required insurance policies specified in Sections 11.4(a) and 11.4(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

(i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

(ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(iii) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written

SAMPLE

notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

(d) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.

(e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.

(f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Supply immediately upon request.

(g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4.

(h) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.

ARTICLE 12
FORCE MAJEURE; TERMINATION

12.1 Force Majeure

(a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.

(b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:

(i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;

(ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;

(iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;

(iv) the Time(s) for Completion shall be extended to take into account such delay; and

SAMPLE

(v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.

(c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.

(d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 15 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 15 days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

(a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.

(b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.

(c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.

(d) The City may terminate this Agreement with immediate effect if:

(i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or

SAMPLE

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

12.3 Supplier Termination Rights

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

(a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:

(i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and

(ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or

(b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

(a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:

(i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;

(ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;

(iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;

(iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and

(v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.

(b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of $100, in aggregate, save in circumstances in which the City reasonably

SAMPLE

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

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

12.5 Other Surviving Rights and Liabilities of Parties

(a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

(b) After termination of this Agreement, the provisions of Sections 3.9 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment

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

13.2 Subcontracting

(a) The Supplier shall not subcontract the whole or substantially all of the Supply.

(b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.

(c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.

(d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.

(e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.

(f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

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ARTICLE 14
INTELLECTUAL PROPERTY

14.1 Assignment

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

14.2 Further Assistance

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

14.3 Supplier Undertakings and Representations and Warranties

(a) The Supplier undertakes:

(i) to notify the City in writing of the full details of Documentation promptly upon its creation;

(ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in ARTICLE 12), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;

(iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and

SAMPLE

(iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.

(b) The Supplier represents and warrants to the City that:

(i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;

(ii) it has not given, and shall not give, to the City, nor shall it use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;

(iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;

(iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and

(v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

14.4 Background Intellectual Property

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

14.5 Supplier Employees' and Subcontractors' Rights

The Supplier:

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

SAMPLE

(b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 14.5(a); and

(c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 14.5(a).

14.6 No Additional Remuneration

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

ARTICLE 15
PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

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

15.2 No Promotion

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

15.3 Confidentiality Obligations

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

15.4 Disclosure to Representatives

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

15.5 Disclosures Required by Law

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

SAMPLE

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

15.6 Other Disclosures by the City

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

15.7 Interpretation; Enforcement and Survival

(a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.

(b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16
TAXES

16.1 Taxes for Own Accounts

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

16.2 Withholding Taxes

(a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:

(i) withhold an amount from a payment made to the Supplier; and

(ii) pay the withheld amount directly to the relevant Competent Authority.

(b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

SAMPLE

(c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).

(d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.

(e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

ARTICLE 17
DISPUTE RESOLUTION

17.1 Optional Procedure

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

17.2 Arbitration

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

(a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;

(b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and

(c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18
MISCELLANEOUS

18.1 Time of the Essence

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

18.2 Costs

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

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18.3 Benefit of this Agreement

(a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

(b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

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

18.5 Amendments and Waiver

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

18.6 Notices

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

(i) if to the Supplier:

<Supplier Name>
<address>

Attention: <>
Email: <>

SAMPLE

(ii) if to the City:

City of Vancouver
<Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <>
Email: <>

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

(b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:

(i) if given by personal delivery, on the day of actual delivery thereof;

(ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

18.7 Governing Law and Jurisdiction

(a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.

(b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

(c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:

(i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and

(ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

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18.8 Further Assurances

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

18.9 Severance

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

18.10 Counterparts

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

18.11 Independent Legal Advice

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

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18.12 Electronic Execution

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

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

<SUPPLIER NAME>

Signature	Print Name and Title
Signature	Print Name and Title

CITY OF VANCOUVER

Signature	Print Name and Title
Signature	Print Name and Title

SAMPLE

SCHEDULE A -
SCOPE OF GOODS AND SERVICES

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

SAMPLE

SCHEDULE B -
PRICES FOR SUPPLY

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

SAMPLE

SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY

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

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SCHEDULE D -
TIME SCHEDULE FOR SUPPLY

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

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SCHEDULE E -
PREFERRED SUPPLIERS

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

SAMPLE

SCHEDULE F -
CITY POLICIES

1. The City's Supplier Code of Conduct.

SAMPLE

SCHEDULE G -
KEY PROJECT PERSONNEL

SAMPLE

SCHEDULE H -
SITE

SAMPLE

SCHEDULE I -
INSURANCE CERTIFICATES

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SCHEDULE J –
OWNERS LIST OF KNOWN WORKPLACE HAZARDS

(see attached)

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SCHEDULE K –
CONTRACTORS PRE-WORK HAZARD IDENTIFICATION

(see attached)

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SCHEDULE L –
REQUEST FOR PROPOSALS

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SCHEDULE M –
SUBMITTED PROPOSAL

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