



REQUEST FOR PROPOSAL

ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT

Request for Proposal ("RFP") No. PS20120093

Issue Date: February 27, 2012

Issued By: Jim Lowood, SCMP

City of Vancouver ("City")

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
TABLE OF CONTENTS

TABLE OF CONTENTS

PART A - INTRODUCTION	Pages A-1 to A-2
1.0 Overview of RFP	
2.0 Key Dates	
3.0 Contact Person	
4.0 Closing Time	
5.0 Delivery Address for Proposals	
PART B- INSTRUCTION TO PROPONENTS	Pages B-1 to B-11
1.0 Overview	
2.0 Administrative Requirements	
3.0 Information Meeting and Site Visit	
4.0 Conduct of RFP - Inquiries and Clarifications	
5.0 Contract Requirements	
6.0 Pricing	
7.0 Submission of Proposals	
8.0 Proposal Format	
9.0 Bid Security/Bonding	
10.0 Opening of Proposals	
11.0 Evaluation of Proposals	
12.0 Proposal Approval	
13.0 Alternate Solutions	
14.0 Freedom of Information and Protection of Privacy Act	
15.0 Non-Resident Withholding Tax	
16.0 No Obligation Assumed by City	
17.0 No Claim Against the City	
18.0 Indemnity	
19.0 Dispute Resolution	
20.0 Access/Ownership of Proposal Information	
21.0 Confidentiality	
22.0 No Promotion	
23.0 Survival/Legal Effect of Proposal Contract	
24.0 Definitions	
PART C - FORM OF PROPOSAL	Pages C-1 to C-17
1.0 Introduction	
<i>PROPOSAL DECLARATION FORM</i>	
<i>SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL</i>	
<i>SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL</i>	
2.0 Key Personnel	
3.0 References	
4.0 Sub-Contractors	
5.0 Requirements Overview	
6.0 Sustainability	
7.0 Project Timeline	
8.0 Prime Contractor Requirements	
PART D - ARCHITECT AGREEMENT	Pages 1 to38

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
TABLE OF CONTENTS

APPENDICES

APPENDIX 1 - INFORMATIONAL MEETING ATTENDANCE FORM

APPENDIX 2 - NON-DISCLOSURE AGREEMENT

APPENDICES 3-9 BELOW ARE AVAILABLE FOR PICKUP, AND ARE TO FORM AN INTEGRAL PART OF THE CONTRACT DOCUMENTS. FOR INFORMATION ON THE RELEASE OF THE APPENDICES NOTED BELOW, PLEASE REVIEW APPENDIX 2.

APPENDIX 3 - SITE SURVEY PLAN

APPENDIX 4 - CONCEPTUAL DESIGN

APPENDIX 5 - BUILDING CONDITION ASSESSMENT REPORT

APPENDIX 6 - GEOTECHNICAL INVESTIGATION REPORT

APPENDIX 7 - PHASE 1 ESA (UPDATE) REPORT

APPENDIX 8 - ENVIRONMENTAL SOIL SAMPLE REPORT

APPENDIX 9 - HISTORICAL PLANS

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART A - INTRODUCTION

1.0 OVERVIEW OF RFP

1.1 This Request for Proposal (“RFP”) is an opportunity to submit Proposals for the City’s review and, depending on the City’s evaluation, to negotiate with the City to finalize and execute a contract.

1.2 This RFP consists of 4 parts:

- (a) PART A - INTRODUCTION: This part sets out the key dates and contact information for the RFP process;
- (b) PART B - INSTRUCTION TO PROPONENTS: This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
- (c) PART C - FORM OF PROPOSAL: This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal; and
- (d) PART D - FORM OF ARCHITECT AGREEMENT: This part contains the City’s proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any. (Please note that this is a sample form of agreement and is subject to change by the City prior to execution)

2.0 KEY DATES

2.1 Proponents should note the following key dates:

Event	Time/Date
Deadline for submission of Information Meeting and Site Visit Response form	4:30 pm Thursday March 1, 2012
Information Meeting and Site Visit	1:30 pm Friday March 2, 2012
Deadline for Enquiries	Tuesday March 13, 2012. Enquiries received [5] days before the Closing Time may not be processed and may not receive a response. The City’s Purchasing Services Office is open on Business Days from 8:30 am to 4:30 p.m. and closed Saturdays, Sundays, and holidays.
Closing Time	3:00:00 pm Tuesday March 20, 2012

3.0 CONTACT PERSON

3.1 The Contact Person for this RFP is:

Jim Lowood, SCMP

purchasing@vancouver.ca

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART A - INTRODUCTION

4.0 CLOSING TIME

4.1 Proponents should submit their Proposals on or before the date and time as specified in 2.1 above, which for certainty is 3:00:00 pm Tuesday March 20, 2012.

4.2 As specified in Section 2.1 (the “Closing Time”). Closing Time and “Vancouver time” will be conclusively deemed to be the time shown on the clock used by the City’s Purchasing Services Office for this purpose.

5.0 DELIVERY ADDRESS FOR PROPOSALS

5.1 Proponents shall submit their Proposals to the following address:

City of Vancouver Purchasing Services Office
3rd Floor, East Tower, Suite 310, 555 West 12th Avenue
Vancouver, British Columbia, Canada, V5Z 3X7

Proposals submitted by fax or email will not be accepted.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

PART B - INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 24 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS and in PART D - ARCHITECT AGREEMENT, except where otherwise expressly provided or the context otherwise requires.

1.0 OVERVIEW

1.1 This RFP identifies a business opportunity for the successful Proponent (“Architect”) to provide professional services related to the design and construction of proposed Taylor Manor development that involves deconstruction/demolition of the central and west wing of the existing building, renovation, rehabilitation and adaptive re-use of the remaining existing heritage building and construction of a new proposed addition of wood frame Annex building to accommodate a fifty six (56) unit supportive housing facility (“Annex”). This Work would include Architect’s basic services including but not limited to the following:

- a) Design Development Phase;
- b) Construction Documents Phase;
- c) Pre-Qualification and Tender Bidding Phase; and
- d) Construction Phase - Contract Administration.

Further information on the Basic Consultant Services are provided in Part C - Form of Proposal, Section 5.0 Requirements Overview and within the sample Form of Architects Agreement (attached as Part D).

1.2 The Architect will be the managing consultant, responsible for coordinating the work of all consultants engaged for the delivery of the project whether hired by the Architect or by the City and will act as Payment Certifier during the construction.

1.3 The project will be managed by the City’s Project Manager (as defined in Part D, Architects Agreement, Section 1.0, Definitions). The Architect will coordinate activities with the City’s Project Manager during the project and follow the timelines and processes as set out in the RFP under Part C Form of Proposal, Section 7.0.

1.4 The Architect is required to put forward Proposals that include the following specialties:

- a) Structural;
- b) Mechanical;
- c) Electrical;
- d) Civil;
- e) Heritage Architect;
- f) Landscape Architect;
- g) Certified Professional, (for application for the building permit);
- h) Building Envelope Professional;
- i) Kitchen Consultant;
- j) Interior design including furniture selection;

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

- k) Communications and Security Design; and
- l) LEED Consultant.

- 1.5 The City will contract separately with the following consultants who will be managed by the Architect:
- a) Geotechnical;
 - b) Environmental; and
 - c) Quantity Surveyor.

The persons in the disciplines described in 1.4 and 1.5 above will form the consultant team ("Consultant Team").

- 1.6 Taylor Manor, located at 951 Boundary Road, Vancouver, is a City-owned, heritage Class "B" designated, "Tudor Revival" style building. It was originally constructed in 1915 and previously functioned as a long term care facility. The existing two (2) storey wood frame and partial concrete basement structure has remained largely vacant since 2000 with the exception of periodic short term rentals to the film industry. The site is currently zoned CD-1(300) (Comprehensive Development, please see <http://vancouver.ca/commsvcs/bylaws/zoning/cd-1.pdf> for more information) and will require rezoning to meet the needs of the proposed redevelopment.

- 1.7 The existing building will accommodate approximately seventeen (17) dwelling units plus functional programs and the new Annex building will house approximately thirty nine (39) additional units for a combined total of approximately fifty six (56) supportive housing units. Typical units within the new Annex building will be approximately 320 ft² (29.7 m²) in gross size with bathroom and kitchenette.

The facility will be completed with user amenities such as a dining area including a commercial kitchen, lounge/TV room, library/reading area, computer alcoves, operator administration areas, restrooms, decontamination sauna, laundry facility, and bicycle storage, building storage, maintenance and janitor rooms. The exterior spaces will include the courtyard, barbecue deck, community garden and parking.

- 1.8 The City will retain the majority of the existing heritage structure and supplement this with a new Annex to the west of the existing building to create a large central courtyard for user activities. Due to the heritage nature of the existing building the Architect shall strive to incorporate LEED™ standards wherever practical in the renovation of the existing building but it is not intended for the Architect to obtain LEED™ certification for the entire existing facility. The new Annex building is to be designed to achieve LEED™ Gold certification and will not be visible when entering the main driveway from Boundary Road and the current view of the main and east heritage façade will be preserved.

The preliminary estimates of approximate gross areas of the different sites are as follows:

a) Site Area:	117,600 sq ft (10,925 sq m)
b) Existing Building:	19,926 sq ft (1,851 sq m)
c) New Annex Building:	21,004 sq ft (1,951 sq m)
Total:	40,930 sq ft (3,802 sq m)

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

- 1.9 Merrick Architecture was retained in 2010 to provide professional services for the planning phase for the project that includes a building condition assessment, feasibility study and conceptual design. These have been completed and the City has decided on the preferred redevelopment option and the City intends to develop the project based on the approved concept. A copy of the approved concept is available to interested parties who follow the instructions as per Appendix 2 “Non-Disclosure Agreement”.
- 1.10 The Consultant Team will develop all documentation and assist in managing any necessary public meetings related to receiving a building permit, develop permit and Heritage Commission approval.
- 1.11 The City is requesting Proposals from interested firms with expertise in renovation and rehabilitation of heritage buildings, familiarity of re-zoning processes, design of community supportive housing and any other expertise required to fulfill the requirements described in this RFP.
- 1.12 The purpose of this RFP is to select a Proponent with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.
- 1.13 The successful Proponent will be the Proponent who offers the best value which will be assessed in the City’s sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.
- 1.14 Sustainability
- a) The City’s Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/fs/bid/epp/index.htm> aligns the City’s overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection;
 - b) Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Proponents is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 1.15 The requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.
- 2.0 ADMINISTRATIVE REQUIREMENTS
- 2.1 It is the sole responsibility of all Proponents to check the City’s website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers in relation to this RFP.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

3.0 INFORMATION MEETING AND SITE VISIT

- 3.1 A Proponents' information meeting and site visit (the "Information Meeting and Site Visit") will be held:

Date: Friday March 2, 2012

Time: 1:30 pm

Location: Taylor Manor, 951 Boundary Road, Vancouver

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

- 3.2 Proponents are encouraged to read this RFP and submit any questions relating to this RFP document to the Contact Person prior to the Information Meeting and Site Visit.
- 3.3 All Proponents should pre-register for the Information Meeting by submitting an Information Meeting and Site Visit Attendance Form (Appendix 1) by fax to 604-873-7057 or e-mail to purchasing@vancouver.ca by 4:30 pm Thursday March 1, 2012.
- 3.4 The City will in good faith attempt to give accurate verbal responses to questions during the Information Meeting and Site Visit but Proponents are advised that they may only rely on the formal written response/summary to be issued by the City following the Information Meeting and Site Visit. The formal written response/summary will be issued by the City as soon as possible and will be posted to the City's website as outlined above.

4.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS

- 4.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.
- 4.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - Introduction. If required, an addendum will be issued and posted on the City's website as outlined above.

5.0 CONTRACT REQUIREMENTS

- 5.1 Proponents should indicate the extent to which the Architect Agreement is consistent with their Proposal. If the Proposal is inconsistent with the Architect Agreement, the Proponent should provide alternative contractual language in their Proposal as set out in Section 5.0 of Part C - Form of Proposal.
- 5.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to signing the Agreement.

6.0 PRICING

- 6.1 Pricing is to be submitted, as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

- 6.2 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.
- 6.3 Prices shall be quoted in Canadian currency.
- 7.0 SUBMISSION OF PROPOSALS
- 7.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable.*
- 7.2 Proponents should submit three (3) hard copies of their Proposal in two parts as further described in Part C - Form of Proposal (Management Proposal and Pricing Proposal) with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above on CD for both the Management Proposal and the Pricing Proposal.
- 7.3 Only the English language may be used in responding to this RFP.
- 7.4 Proposals received after the Closing Time or in locations other than the address indicated in Part A - Introduction, may or may not be accepted and may or may not be returned.
- 7.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number.
- 7.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 7.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 8.0 PROPOSAL FORMAT
- 8.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 8.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.
- 9.0 BID SECURITY/BONDING
- 9.1 No bid security/bond is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.
- 10.0 OPENING OF PROPOSALS
- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

11.0 EVALUATION OF PROPOSALS

- 11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, sustainability, price and any other relevant criteria set out in the RFP including, but not limited to:
- a) the Proponent's ability to meet the Requirements and the cost/expense for same;
 - b) the Proponent's ability to deliver the Requirements when and where required;
 - c) the proponent's skills, knowledge and previous experience;
 - d) the proposed plan of approach and work schedule;
 - e) the proponent's business reputation and capabilities;
 - f) compliance with the City's insurance requirements;
 - g) environmental issues considered by the Proponent; qualify of proposal, including any innovative concepts; and
 - h) any other criteria set out in the RFP or otherwise reasonably considered relevant.
- 11.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City.
- 11.3 The City may, at any time prior to signing a contract, 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.
- 11.4 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Architect 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 all or any one set of negotiations with the short-listed Proponents.
- 11.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.6 The City may request than any or all Sub-Contractors of the Proponent undergo the same evaluation process.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

12.0 PROPOSAL APPROVAL

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

13.0 ALTERNATE SOLUTIONS

- 13.1 If in addition to proposing services which meet the requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.

14.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 14.1 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.

15.0 NON-RESIDENT WITHHOLDING TAX

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

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

16.0 NO OBLIGATION ASSUMED BY CITY

16.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.

16.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

17.0 NO CLAIM AGAINST THE CITY

17.1 The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

18.0 INDEMNITY

18.1 The Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by any of the Proponent's Sub-Contractors or agents alleging or pleading:

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

19.0 DISPUTE RESOLUTION

19.1 Any dispute relating in any manner to this RFP process shall 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 17(Release) and Section 18 (Indemnity) will:
 - (i) bind the City, 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.

20.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

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

20.2 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.

21.0 CONFIDENTIALITY

21.1 Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS

- Proposal in the course of publicly reporting to the Vancouver City Council or its delegate on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.
- 21.2 The Proponent irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.
- 21.3 The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.
- 21.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 21.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 22.0 NO PROMOTION
- 22.1 The successful Proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except as may be necessary for the successful Proponent to perform the successful Proponent's obligations under the terms of the Agreement).
- 23.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT
- 23.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.
- 24.0 DEFINITIONS
- 24.1 For greater certainty, and without limitation to any of this City's rights set out in this RFP, when the terms "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.
- 24.2 In this RFP, the following terms have the following meanings:

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART B - INSTRUCTIONS TO PROPONENTS


- (a) “Agreement” means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process;
- (b) “Architect Agreement” means the form of Architect Agreement attached as Part D- Architect Agreement;
- (c) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (d) “Commercial Proposal” means those portions of the Proposal to be submitted in Envelope One as set out in Part C - Form of Proposal;
- (e) “Losses” means in respect of any matter all:
 - (i) direct or indirect, as well as;
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (f) “Management Proposal” means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;
- (g) “Project” means the project described in RFP No. PS20120093, Architectural Services for the Taylor Manor Redevelopment;
- (h) “Proponent” means those entities eligible to participate in this RFP process;
- (i) “Proposal” means a proposal submitted in response to the RFP;
- (j) “Proposal Declaration Form” means the form to be included in the Commercial Proposal substantially as set out in Part C- Form of Proposal, or as otherwise acceptable to the City.
- (k) “RFP” means the documents issued by the City as Request for Proposal No. PS20120093 including all amendments, addenda; and
- (l) “Sub-Contractors” means any or all sub-Contractors identified in the Proponent’s Proposal.

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

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART B - INSTRUCTIONS TO PROPONENTS

APPENDIX 1 - PART B

 CITY OF VANCOUVER		FINANCIAL SERVICES GROUP Supply Management
---	--	--

Request for Proposal No. PS20120093

Architectural Services for the Taylor Manor Redevelopment

To acknowledge your intent to attend the Information Meeting and Site Visit being held and to ensure that you receive the required information, please submit this form to the person identified below before 4:30 pm Thursday March 1, 2012, as per Section 2.1, accompanied by the completed Non-Disclosure Form as per Appendix 2. For more information, please review the information in Appendix 2.

Tamara Jackson, Supply Chain Management
 Fax: 604-873-7057
 Email: 604-873-7057

Your details:

Proponent's Name:			
	"Proponent"		
Address:			
Key Contact Person:			
Telephone:		Fax:	
E-mail:		Incorporation Date:	

Our company WILL / WILL NOT attend the Information Meeting and Site Visit for

"RFP No. PS20120093 - Architectural Services for the Taylor Manor Redevelopment"

Name of Company (Please print)
Authorized Signatory
E-mail Address (Please print)
Date

PART C - FORM OF PROPOSAL

1.0 INTRODUCTION

1.1 This Part C - Form of Proposal contains the format and information requested by the City to be contained in the Proponent's Proposal.

1.2 The Proponent's Proposal should be submitted in two (2) envelopes/packages:

- (a) Envelope One: Commercial Proposal, including the Proposal Declaration Form; and
- (b) Envelope Two: Management Proposal.

1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One - Commercial Proposal":

- (a) Proposal Declaration Form;
- (b) Pricing;
- (c) Insurance;
- (d) WorksafeBC; and
- (e) Deviations and Variations.

1.4 The Management Proposal should contain the following sections, as more particularly described in this Part C - Form of Proposal under the heading "Submission Instructions for Envelope Two - Management Proposal":

- (a) Company Profile;
- (b) Key Personnel
- (c) References;
- (d) Sub-Contractors;
- (e) Requirements Overview;
- (f) Sustainability;
- (g) Project Timeline;
- (h) Environmental Responsibility; and
- (i) Prime Contractor Requirements.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART C - FORM OF PROPOSAL

PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: [Insert submission location]

Attention: [Insert contact person]

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

1.0 PROPOSAL

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION

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

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

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

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

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART C - FORM OF PROPOSAL

3.0 NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-Contractors are currently engaged in providing (or are proposing to provide architectural services for the Taylor Manor Redevelopment of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's duties of loyalty to these other governmental organizations, except as set out below:

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

4.0 NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

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

5.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

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

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

Authorized Signatory for the Proponent

Date

Name and Title (please print)

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART C - FORM OF PROPOSAL

SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

1.0 PROPOSAL DECLARATION FORM

1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this Part C - Form of Proposal, or as otherwise acceptable to the City.

2.0 PRICING

2.1 The Proponent should provide the following information:

- (a) a total fee for the services, exclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in the PART D - Architect Agreement, Schedule A;
- (b) a total estimated fee for the disbursements, exclusive of the proposed fee (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in the Part D - Architect Agreement, Schedule A;
- (c) the hourly and daily charge out rates for team members as per Architects Basic Services as stated in Part B - Instructions to Proponents, 1.0 Overview;
- (d) the total charge out rates for team members as per Architects Basic Services as stated in Part B - Instructions to Proponents, 1.0 Overview;
- (e) a breakdown of the total maximum proposed fee into the costs associated with each team member, inclusive of fees and taxes (except HST);
- (f) a breakdown of the total estimated disbursements into the costs associated with each team member, inclusive of fees and taxes (except HST) with a description of all disbursements;
- (g) a description of all costs associated with project team members and any consultants and/or Contractors that are to be utilized outside of the project team; and
- (h) a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.

2.2 The Proponent should copy and customize the Pricing Tables set out below for inclusion in their RFP submission:

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

Table 1: Charge Out Rates

Activity/Role	Proposed Rates per Hour	Proposed Rates per Day
Architect/Managing Consultant	\$	\$
Structural	\$	\$
Mechanical	\$	\$
Civil	\$	\$
Heritage Architect	\$	\$
Landscape Architect	\$	\$
Certified Professional for permits	\$	\$
Building Envelope Professional	\$	\$
Kitchen Consultant	\$	\$
Interior Design	\$	\$
Communications/Security	\$	\$
LEED Consultant	\$	\$

Table 2: Fees for Design Development Stage

Work Task/Phase/Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Design Development Phase		Architect/Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Civil	\$	\$
		Heritage Architect	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

		Kitchen Consultant	\$	\$
		Interior Design	\$	\$
		Communications/Security	\$	\$
		LEED Consultant	\$	\$
Total of Estimated Disbursements for Design Development Phase				\$
Total of Proposed Fee for Design Development Phase			\$	

Table 3: Fees for Construction Documents Phase

Work Task/Phase/Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Construction Documents Phase	As stated in Table 2	Architect/Managing Consultant	\$	\$
	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$
	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$
	As stated in Table 2	Communications/Security	\$	\$
	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Construction Documents Phase				\$
Total of Proposed Fee for Construction Documents Phase			\$	

Table 4: Pre-Qualification and Tender Bidding Phase

Work Task/Phase/Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Pre-Qualification and Tender Bidding Phase	As stated in Table 2	Architect/Managing Consultant	\$	\$
	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$
	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$
	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

	As stated in Table 2	Communications/Security	\$	\$
	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Pre-Qualification and Tender Bidding Stage				\$
Total of Proposed Fee for Pre-Qualification and Tender Bidding Stage				\$

Table 5: Construction Phase - Contract Administration

Work Task/Phase/Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Construction Phase - Contract Administration	As stated in Table 2	Architect/Managing Consultant	\$	\$
	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$
	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$
	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$
	As stated in Table 2	Communications/Security	\$	\$

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Construction Phase - Contract Administration				\$
Total of Proposed Fee for Construction Phase - Contract Administration			\$	

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

Table 6: Disbursements*

Estimated Disbursements for Table 1	\$
Estimated Disbursements for Table 2	\$
Estimated Disbursements for Table 3	\$
Estimated Disbursements Table 4	\$
Total Estimated Disbursements (before HST)	\$

*Estimated Disbursements will be compensated at actual cost

Table 7: Proposed Fees

Proposed Fee for Table 1	\$
Proposed Fee for Table 2	\$
Proposed Fee for Table 3	\$
Proposed Fee for Table 4	\$
Total Proposed Fee (before HST)	\$

Table 8: Total Price

Total Estimated Disbursements as per Table 5	\$
Total Proposed Fee as per Table 6	\$
HST	\$
Total Proposed Price	\$

2.3 Terms of Payment

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

Describe if Electronic Fund Transfer (EFT) is available.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART C - FORM OF PROPOSAL

2.4 Alternative Pricing Solutions

Proponents may offer alternative pricing options.

3.0 INSURANCE REQUIREMENTS

3.1 Proponents should submit with their Proposals a Certificate of Existing Insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 5.6.8 of Part D - Architect Agreement, should they be selected as the successful Proponent.

3.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" attached as Schedule 8 and "Certificate of Insurance" attached as Schedule 9, of the Architect Agreement. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

4.0 WORKSAFEBC REQUIREMENTS

4.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 5.6.9 of Part D - Architect Agreement.

5.0 DEVIATIONS AND VARIATIONS

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

5.2 Where the Proponent is proposing the use of contract language or clauses other than those set out in Part D - Architect Agreement, including any and all Schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Architect Agreement unless otherwise indicated by the Proponent. If the Proponent does not propose any deviations and variations in its Proposal, then the Proponent will be deemed to accept all of the terms and conditions as set out in the Architect Agreement.

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain no pricing information whatsoever.

1.0 COMPANY PROFILE

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

1.2 Provide the following information:

Proponent’s Name:			
	“Proponent”		
Mailing Address:			
Cheque Payable/Remit to Address:			
Telephone No.:		Fax No.:	
Key Contact Person:		E-mail:	
HST Registration No.:		Incorporation Date:	
City of Vancouver Business License Number:			
(If your office is located in Vancouver or N/A if not applicable)			
WorkSafeBC Account Number:			
Dunn and Bradstreet Number:			
(or N/A if not applicable)			

2.0 KEY PERSONNEL

2.1 Identify and provide resumes for the key personnel in the Proponent’s proposed team and outline what their roles will be in servicing this Project.

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

- 2.2 Include an organization chart for the Proponent’s proposed Project team, identifying the team leader or Contractor’s project manager, and all roles and areas of responsibility.
- 2.3 Preference will be given to proponent’s consulting teams that demonstrate knowledge and experience involving renovation and rehabilitation of heritage buildings, zoning, and the design of supportive housing. Proponents must state the knowledge and experience of each proposed team member.

3.0 REFERENCES

- 3.1 The Proponent is to describe the Proponent’s relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent’s company and Proposal.
- 3.2 Submit a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

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

4.0 SUB-CONTRACTORS

- 4.1 The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Architect Agreement.)
- 4.2 The City reserves the right to object to any of the Sub-Contractors listed in a Proposal. If the City objects to a listed Sub-Contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Sub-Contractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-Contractor, the Proponent may, rather than propose a substitute Sub-Contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.
- 4.3 If no Sub-Contractors will be used, indicate “Not Applicable”.

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

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART C - FORM OF PROPOSAL

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

5.0 REQUIREMENTS OVERVIEW

5.1 The Architect Agreement provides details on the scope, specifications and drawings related to the work to be completed by the successful Proponent. Appendix 6 - 8 of Part D - Form of Agreement provides details on specifications and drawings related to the work. As well:

(a) Proponents should submit a task by task work plan that will ensure the delivery of the specified services and/or facilities. The work plan should be sufficient enough detail to demonstrate to the City that the Proponent fully understands and is committed to delivering to the requirements of the scope, specifications and drawings. The work plan should include, but not be limited to, the following:

i) Design Development: The Architect shall provide draft documents at 50% and 95% completion of Design Development phase for review to the City of Vancouver representatives to verify the project is following the approved schedule, consistent with prior approvals, with respect to LEED™, budget, and program delivery. The revised and updated documents at the end of Design Development shall be submitted with final design scope to be reviewed by all parties and approved as the basis for the technical information in the Tender Documents.

ii) Prequalification and Tender Document Assistance: The Architect will assist in the Prequalification criteria and review for shortlisting of potential Contractors.

Starting with the approved Design Development documents, the Tender Documents will provide detailed documentation of this scope for construction. These documents will be reviewed by the City's Project Manager and other City forces at the 50% and 95% completed stages.

iii) Tendering; After approval of the Project and the funding by the Vancouver Council, the Architect will be required to provide all technical documentation to the City for tendering. The tendering will be managed by the City's Supply Chain Management department. The Architect and the Consultant Team will be required to review and comment on the tender documents before issuance and assist in answering any questions related to the issuance of the tender documents, and associated amendments, addendums and questions and answers;

iv) Construction Administration Services: The Architect and the Consultant Team will prepare Record Drawings based on changes issued during construction and the Contractors' As-built drawings. A lump-sum bid contract using the City's standard document based on the CCDC-2 form of contract will be used. The Architect and the Consultant Team shall allow for progress inspections and reports during construction as appropriate;

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

As a LEED™-registered project the preparation of documentation and the application for the certification and follow up correspondence may be necessary after Completion of the building;

- (b) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

6.0 SUSTAINABILITY

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

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at	

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

Sustainability Initiative	Description	Details	Response
		end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labeling	The City aims to purchase, when possible, products that are eco-certified or eco-labeled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labeling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, supporting low-threshold job programs for vulnerable people.	

7.0 PROJECT TIMELINE

7.1 The Proponent should provide a detailed schedule, in GANTT or PERT format, based on the following milestones. The working schedule should be of sufficient detail to demonstrate the Proponents understanding of the work:

TABLE 1: PROJECT TIMELINE

DESCRIPTION	TARGET DATE
START DATE	To Be Determined
SUBMISSION OF DRAFT DOCUMENTS AT FIFTY PERCENT (50%) DESIGN DEVELOPMENT STAGE FOR REVIEW BY CITY	To Be Determined

REQUEST FOR PROPOSAL NO. PS20120093
 ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
 PART C - FORM OF PROPOSAL

SUBMISSION OF DRAFT DOCUMENTS AT NINETY FIVE PERCENT (95%) DESIGN DEVELOPMENT STAGE FOR REVIEW BY CITY	To Be Determined
SUBMIT FINAL DESGN DEVELOPMENT AND DESIGN SCOPE DOCUMENTS FOR REVIEW BY CITY	To Be Determined
SUBMISSION OF DRAFT DOCUMENTS AT FIFTY PERCENT (50%) CONSTRUCTION DOCUMENTS STAGE FOR REVIEW BY CITY*	To Be Determined
SUBMISSION OF DRAFT DOCUMENTS AT NINETY FIVE PERCENT (95%) CONSTRUCTION DOCUMENTS STAGE FOR REVIEW BY CITY*	To Be Determined
SUBMIT TENDER READY CONSTRUCTION DOCUMENTS	To Be Determined
ASSIST IN CONSTRUCTION CONTRACTOR PRE-QUALIFICATION AND EVALUATION	To Be Determined
ASSIST IN TENDER PROCESS AND AVAILABLE FOR TECHNICAL INFORMATION; ASSIST IN EVALUATION PROCESS AND DECISION FOR AWARD	October 30, 2012
OVERSEE CONSTRUCTION	To Be Determined
SUBSTANTIAL COMPLETION OF CONSTRUCTION	February 15, 2014

Please note that the Owner's Quantity Surveyor will review the project and estimate the construction costs at the 50% and 95% submittal.

The final agreed to schedule should become the Contract Schedule for the successful Proponent.

8.0 PRIME CONTRACTOR REQUIREMENTS

8.1 Proponents should provide an overview to their approach to meet the requirements of Prime Contractor.

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
PART D - ARCHITECT AGREEMENT

PART D - FORM OF ARCHITECT AGREEMENT

This Part D - Form of Architect Agreement contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

(SEE ATTACHED)



ARCHITECT AGREEMENT

ARCHITECT: TO BE DETERMINED

PROJECT: ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR
REDEVELOPMENT

CITY OF VANCOUVER

To Be Determined 2012

TABLE OF CONTENTS

	Page No.
ARTICLE 1.0 DEFINITIONS	1
ARTICLE 2.0 ARCHITECT'S RESPONSIBILITIES	4
2.1 Basic Services	4
2.2 Design Development Phase.....	4
2.3 Construction Documents Phase	6
2.4 Pre-Qualification and Tender Bidding Phase	6
2.5 Construction Phase - Contract Administration	7
2.6 Construction Budget and Construction Cost Estimates	9
2.7 Adjustment of Construction and Project Budget	9
2.8 Certificates for Payment.....	10
ARTICLE 3.0 CITY'S RESPONSIBILITIES.....	10
ARTICLE 4.0 PAYMENTS TO THE ARCHITECT	12
4.1 Payments	12
4.2 Direct Personnel Expense	13
4.3 Reimbursable Expenses	13
4.4 Fee for Basic Services	13
4.5 Fee for Additional Services	13
4.6 Changes and Adjustments	14
4.7 Project Suspension or Abandonment	14
4.8 Taxes	14
4.9 Accounting Records.....	14
ARTICLE 5.0 GENERAL CONDITIONS	14
5.1 Confidentiality	14
5.2 Deliverables	16
5.3 Use of Documents	17
5.4 Project Identification	18
5.5 Dispute Resolution	18
5.6 Release and Indemnification.....	18
5.7 Toxic or Hazardous Substances or Materials	21
5.8 Termination	21
5.9 Law Governing this Agreement.....	22
5.10 Successors and Assigns.....	22
5.11 Extent of Agreement	22
5.12 Notices	22
5.13 No Promotion	23
5.14 Compliance with Law.....	23
ARTICLE 6.0 OTHER CONDITIONS.....	23
SCHEDULE A - FEE FOR ARCHITECT'S SERVICES.....	25
SCHEDULE B - ADDITIONAL SERVICES.....	31
SCHEDULE C - CONSTRUCTION BUDGET AND PROJECT SCHEDULE	32
SCHEDULE D - ARCHITECT'S CONSULTANTS	33
APPENDIX 1 - REQUEST FOR PROPOSALS	34

APPENDIX 2 - ARCHITECT'S AND ARCHITECT'S CONSULTANTS' PROPOSALS 35

APPENDIX 3 - WORKSAFEBC REGISTRATION CONFIRMATION..... 36

APPENDIX 4 - PROFESSIONAL LIABILITY INSURANCE 37

APPENDIX 5 - COMMERCIAL GENERAL LIABILITY INSURANCE 38

ARCHITECT AGREEMENT

THIS ARCHITECT AGREEMENT is made as of (TO BE DETERMINED)

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued pursuant to the *Vancouver Charter* and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City")

AND:

ARCHITECT NAME>, Architects, having an office at

(To Be Determined)

(the "Architect")

BACKGROUND:

- A. The City is undertaking the redevelopment of Taylor Manor (the "Project") and wishes to engage the Architect to provide design services and construction administrative services therefor.
- B. The Architect has agreed to provide to the City the services it requires on the terms and conditions set out herein.

NOW THEREFORE the City and the Architect agree as set forth in the following terms and conditions:

ARTICLE 1.0 DEFINITIONS

In this Agreement the following definitions apply:

- 1.1 "Additional Services" means those Services that are not included within the scope of Basic Services (as defined herein) or listed in Schedule B, if applicable, which the City may request the Architect to provide subject to the terms of this Agreement;
- 1.2 "Agreement" means this Architect Agreement between the City and the Architect, together with the following Schedules and Appendices which are incorporated in this Agreement and form a part hereof:

Schedule A	Fees for Architects Services
Schedule B	Additional Services
Schedule C	Construction Budget and Project Schedule
Schedule D	Architect's Consultants
Appendix 1	Request for Proposal PS20120093
Appendix 2	Architect's and Architect's Consultants' Proposals
Appendix 3	WorkSafeBC Registration Confirmation
Appendix 4	Certificate of Professional Liability Insurance

Appendix 5 Certificate of Commercial General Liability Insurance

- 1.3 **“Architect’s Consultant”** means a person, firm or company retained, with the approval of the City, and compensated by the Architect, to provide consulting services for the Project, as listed in Schedule D.
- 1.4 **“Architect’s Proposal”** means the Architect’s proposal submitted to the City on (Date to be Determined) and entitled RFP PS20120093 - Architectural Services for the Taylor Manor Redevelopment in response to the RFP and attached as Appendix 2.
- 1.5 **“Basic Services”** means the services the Architect is to perform for the City as described in the RFP, the Architect’s Proposal and this Agreement, including without limitation, ARTICLE 2.0 and ARTICLE 4.0 hereof.
- 1.6 **“City”** means the City of Vancouver acting as a corporate entity and as owner of the Project Site and expressly excludes the City while acting in its capacity as a municipal regulatory authority.
- 1.7 **“City’s Consultant”** means a person, firm or company retained and compensated by the City to provide consulting services for the Project.
- 1.8 **“City’s Project Manager”** means the individual employee of the City or the City’s Consultant who is authorized to give instructions to the Architect on behalf of the City with respect to the Project.
- 1.9 **“Construction Budget”** means the most recent Construction Cost estimate, which, as at the time of signing this Agreement, is as set out in Schedule C hereto.
- 1.10 **“Construction Cost”** means the Construction Contract price, net of applicable taxes and any allowances for construction contingencies, or, at all times when no Construction Contract price has been established, the projected costs for the Construction Work, as estimated by the Cost Consultant and agreed to by the City and the Architect, acting reasonably, based on the market rates expected to prevail at the time scheduled for the construction component of the Project, net of any allowances for construction contingencies
- Construction Cost does not include the compensation to be paid to the Architect, the Architect’s Consultants or the City’s Consultants in connection with the Project or the cost of the land or other costs which are the responsibility of the City.
- In the event that labour or material is furnished by the City below market cost or when old materials are re-used, the Construction Cost for purposes of this agreement is to be interpreted as the cost of all materials and labour necessary to complete the Construction Work as if all materials had been new and if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the estimated time of construction.
- 1.11 **“Construction Contract”** means a written agreement between the City and a Construction Contractor for the Construction Work.
- 1.12 **“Construction Contract Documents”** means all documents that will make up the Construction Contract.
- 1.13 **“Construction Contractor”** means the person, firm, or corporation contracting with the City to provide labour, materials and equipment for the performance of the Construction Work.

- 1.14 **“Construction Work”** means the total construction services to be performed by the Construction Contractor for the Project.
- 1.15 **“Cost Consultant”** means the person, firm or company retained and compensated by the City to provide Construction Cost estimates under this agreement.
- 1.16 **“Deliverables”** has the meaning set out in Section 5.2.
- 1.17 **“Functional Program”** means a program that sets out the fundamental objectives of the Project including descriptions of each space (area, finishes, environmental requirements, security, communications, power, specialized equipment, purpose for each required space, etc.) and relationships between spaces for all areas on the Project Site whether inside or outside the buildings. The gross area is established to inform the total area of the buildings.
- 1.18 **“General Review”** means site visits to the Project Site at intervals appropriate to the stage of construction as the Architect considers necessary for purposes of checking the progress and quality of the Construction Work as it is carried out, and to determine that the Construction Work is in general conformity with the requirements of the Construction Contract Documents.
- 1.19 **“Managing Consultant”** means the Consultant when acting in its capacity to provide overall liason, control, coordination and communication between all parties for the Project.
- 1.20 **“Prime Rate”** means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate which will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate.
- 1.21 **“Project”** means the Architectural Services for the Taylor Manor Redevelopment as authorized by the City Council for the City by resolution made (Date to be Determined)
- 1.22 **“Project Budget”** means the City’s estimate of the total cost to it for the Project, including, but not limited to, the Construction Cost, the Architect’s fees hereunder, other professional fees, land costs and all other costs to the City for the Project.
- 1.23 **“Project Schedule”** means the time schedule for the Project as set out in Schedule C.
- 1.24 **“Project Site”** means 951 Boundary Road, Vancouver, BC, V5K 4T2.
- 1.25 **“RFP”** means Request for Proposal No. PS20120093 - Architectural Services for the Taylor Manor Redevelopment, together with all addenda and questions and answers which is attached as Appendix 1.
- 1.26 **“Services”** means all of the services the Architect is to perform for the City pursuant to this agreement, including the Basic Services and the Additional Services.
- 1.27 **“Sub-Contractor”** means a person, firm, or corporation contracting with the Construction Contractor to perform a part or parts of the Construction Work or to supply construction products worked to special design for the Construction Work.
- 1.28 **“Substantial Performance of the Construction Work”** means that the Construction Work has been “completed” as such term is defined in the *Builders’ Lien Act*, but not necessarily totally completed or performed, and a *Builders’ Lien Act* certificate of completion has been issued therefor.
- 1.29 **“Supplier”** means a person or entity having a direct contract with the Construction Contractor to supply products not worked to a special design for the Construction Work.

- 1.30 "Total Performance of the Construction Work" shall have been reached when the entire Project has been completed and the Construction Work, except those items arising from the provisions of warranties, has been performed to the requirements of the Construction Contract Documents, and is so certified by the Architect.

ARTICLE 2.0 ARCHITECT'S RESPONSIBILITIES

2.1 Basic Services

- 2.1.1 The Architect will perform the Basic Services for the City in accordance with this Agreement. In the event of any inconsistency between this Agreement and the Architect's Proposal, this Agreement will take precedence.
- 2.1.2 The Basic Services will consist of the design and construction administration services, as described in the RFP, the Architect's Proposal and in ARTICLE 2.0, ARTICLE 4.0 and Schedule A of this Agreement, for the Project as contemplated hereby. This will include, without limitation, architectural services, structural, civil, mechanical and electrical engineering, landscape, building envelope, heritage and kitchen consulting services, interior design including furniture selection, communications and security design, and LEED consultant services.
- 2.1.3 The Architect will act as the Managing Consultant for the Project, for services will include without limitation, providing overall liaison, control, coordination and communication between all parties for the Project; The Architect will be responsible for the coordination required to integrate and deliver all parts of the Services to be provided by the Architect, Architect's Consultants, the City and any City Consultants. The Architect will also work closely and consult with City representatives in performing the Basic Services. The City may contract separately with the following consultants: Geotechnical, Environmental and Quantity Surveyor, these persons will be managed by the Architect.
- 2.1.4 Except as otherwise set out herein, any information the City provides to the Architect in respect of the Project, including, without limitation, any studies, reports, plans, drawings, measurements or specifications, is provided for information purposes only and the Architect is not entitled to rely on such information as a basis for making professional decisions in performing the Services.
- 2.1.5 The Architect acknowledges the time constraints for the Project and will provide the Services in accordance with the Project Schedule to facilitate the completion of tender ready construction documents by October 1, 2012, completion of tender process by November 15, 2012 and issuance of an occupancy permit for the Project by February 14, 2014, unless otherwise agreed to between the Architect and the City. The Architect will work with the City to refine the Project Schedule as required from time to time to meet this deadline.

2.2 Design Development Phase

The Architect will perform Basic Services for the design development phase component of the Services, as set out in Schedule A and in the Architect's Proposal, based on the City approved schematic design documents and approved estimate of Construction Cost which services will include, without limitation:

- 2.2.1 reviewing completed schematic design and associated documentation and making revisions as needed;

- 2.2.2 on behalf of the City services related to rezoning and development permit applications; developing all the documentation and assisting in managing any public meetings related to achieving any requisite permits/approvals prior to submitting documents for a building permit application;
- 2.2.3 preparing application and all documentation for LEED™ Gold Certification for the new Annex building;
- 2.2.4 Attending design development meetings to refine the design and to explain design elements. The Contractor shall also prepare meeting minutes after these meetings outlining the content of the discussion and the results for any follow up work such as recommendations or a result of an analysis or research;
- 2.2.5 Attending the following meetings as a representative of the City of Vancouver:
 - (a) Heritage committee meetings;
 - (b) Rezoning; and
 - (c) Public hearings,as deemed necessary for the duration of the Project.
- 2.2.6 preparing, for the City's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the Project to describe the size and character of the entire Project including the architectural, structural, mechanical, electrical and all other required systems, materials and such other elements as may be appropriate, including but not limited to:
 - (a) site plan;
 - (b) plans;
 - (c) elevations;
 - (d) sections;
 - (e) project brief, including information from the Architect and each Architect's Consultant detailing area calculations, all building systems, sustainability measures and all the parameters that will guide the work in the next phase; and
 - (f) presentation materials as required for the public meetings and presentations to municipal boards and authorities, as required by City of Vancouver by-laws for the Project, as described in the RFP;
- 2.2.7 reviewing and commenting upon the cost estimates prepared by the Cost Consultant, and investigating alternate solutions to problem areas and generally consult with the City and the Cost Consultant to the extent necessary for the Cost Consultant to be able to confirm the final design is consistent with the Construction Budget; and
- 2.2.8 continuous reviewing of applicable statutes, regulations, codes and by-laws as the design phase of the Project progresses.

2.3 Construction Documents Phase

The Architect will perform Basic Services for the preparation of construction documents component of the Services, as set out in Schedule A and in the Architect's Proposal, based on the City approved design development documents and approved estimate of Construction Cost which services will include, without limitation:

- 2.3.1 preparing, for the City's review and approval of complete construction documents for tendering construction of the Project as a whole including, but not limited to, hazardous materials abatement and deconstruction, and consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project;
- 2.3.2 providing the necessary documents for the City to obtain pre-tender estimates of Construction Costs from the Cost Consultant;
- 2.3.3 obtaining instructions from and advising the City in the preparation of the necessary bidding information, bidding forms, conditions of the Construction Contract and the form of contract between the City and the Construction Contractor;
- 2.3.4 reviewing statutes, regulations, codes and by-laws applicable to the design and where necessary reviewing the same with the authorities having jurisdiction in order that the required consents, approval, licenses and permits necessary for the Project may be obtained by the Architect; and
- 2.3.5 preparing building permit documents, applying on behalf of the City for the building permit and provide services required to follow Certified Professional process for all permits on the Project; preparing all documentation required for building permit applications including professional letters of assurance and signed and sealed drawing package; these drawings shall be signed and sealed by a professional architect and engineer licensed to practice in British Columbia.

2.4 Pre-Qualification and Tender Bidding Phase

The Project will proceed to tendering phase only upon Council approval and allocation of funding. The Architect will perform Basic Services for the tender bidding or negotiation components of the Services, as set out in Schedule A and in the Architect's Proposal which will include, without limitation:

- 2.4.1 participating in the preparation of requirements for the Request for Expression of Interest ("RFEOI") documents that are to be posted as part of the pre-qualification process;
- 2.4.2 reviewing the submitted RFEOI package(s) and participate in the pre-qualification process for Tenderers;
- 2.4.3 following the City's approval of the Construction Contract Documents and of the latest estimate of the Construction Cost, the Architect shall assist and advise the City on obtaining bids or negotiated proposals and in awarding and preparing the Construction Contract; and
- 2.4.4 preparing, coordinating and forwarding to the City addenda, amendments and other technical information as required.

2.5 Construction Phase - Contract Administration

2.5.1 The Architect will perform Basic Services for the construction administration, or the "Construction Phase - Contract Administration", component of the Services, as set out in Schedule A and in the Architect's Proposal and the Architect shall:

- (a) be a representative of the City acting as the "Consultant" as defined in the Construction Contract;
- (b) advise and consult with the City acting as the "Consultant" as defined in the Construction Contract;
- (c) have the authority to act on the City's behalf to the extent provided in the Agreement and the Construction Contract Documents;
- (d) have access to the Construction Work at all times wherever it is in preparation or progress;
- (e) attend construction meetings at the Work Site;
- (f) forward all instructions from the City to the Construction Contractor;
- (g) carry out the General Review of the Construction Work;
- (h) examine, evaluate and report to the City upon representative samples of the Construction Work;
- (i) keep the City informed of the progress and quality of the Construction Work, and report to the City defects and deficiencies in the Construction Work observed during the course of the site reviews;
- (j) determine the amounts owing to the Construction Contractor under the Construction Contract based on the Architect's observations and evaluation of the Construction Contractor's application(s) for payment;
- (k) issue certificates for payment under the Construction Contract for Construction Work performed;
- (l) in the first instance, interpret the requirements of the Construction Contract Documents and make findings as to the performance thereunder by both the City and the Construction Contractor;
- (m) render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Construction Contractor;
- (n) render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the Construction Contractor relating to the execution or performance of the Construction Work or the interpretation of the Construction Contract Documents;
- (o) render interpretations and findings consistent with the intent of and reasonably inferable from the Construction Contract Documents; showing partiality to neither the City nor the Construction Contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;

- (p) have the authority to reject work which does not conform to the Construction Contract Documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- (q) review and take other appropriate action with reasonable promptness upon such Construction Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Construction Work as provided in the Construction Contract Documents;
- (r) prepare contemplated change orders, change orders, and change directives for the City's approval and signature in accordance with the Construction Contract Documents;
- (s) have the authority to order minor adjustments in the Construction Work which are consistent with the intent of the Construction Contract Documents, when these do not involve an adjustment in the Construction Contract price or an extension of the Construction Contract time;
- (t) furnish supplemental instructions to the Construction Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Architect and the Construction Contractor;
- (u) determine the dates of Substantial Performance of the Construction Work and in accordance with the Construction Contract and issue a Certificate of Completion for each sub-contractor of the Construction Contractor in accordance with the progressive release of holdback permitted by the *Builders' Lien Act*;;
- (v) receiving from the Construction Contractor and forwarding to the City for the City's review the written warranties and related documents;
- (w) review and approve the operations and maintenance manuals as required by the Construction Contract for the Project as specified by Architect and all sub-consultants;
- (x) determine the date of Total Performance of the Construction Work and issue a written certificate of same;
- (y) verify the validity of the Construction Contractor's application for final payment and issue a certificate of final payment;
- (z) prepare record drawings showing changes in the Construction Work made during construction based on marked-up As-Built drawings, and other data furnished by the Construction Contractor to the Architect; the accuracy of such information shall be the sole responsibility of the Construction Contractor; and
- (aa) prior to the end of the period of one year following the date of Substantial Performance of the Construction Work, reviewing any defects or deficiencies which have been reported or observed during that period, and notify the Construction Contractor in writing of those items requiring attention by the Construction Contractor to complete the Construction Work in accordance with the Construction Contract.

- 2.5.2 The extent of the duties, responsibilities and limitations of authority of the Architect as the City's representative during construction shall be modified or extended only with the written consent of the City and the Architect.

2.6 Construction Budget and Construction Cost Estimates

- 2.6.1 The Architect shall review and provide its professional advice to the City regarding the Construction Budget and assist the Cost Consultant with the preparation of Construction Cost estimates pursuant to this Agreement.
- 2.6.2 Neither the Architect nor the City has control over the cost of labour, materials or equipment, over the Construction Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Cost estimate.
- 2.6.3 In producing design development and construction documents for the Project, the Architect shall at all times take the necessary steps to ensure that the design is consistent with the approved Project requirements, the estimates of Construction Cost, and other information furnished by the City's Cost Consultant so that such design development and construction documents are reflective of and consistent with the latest approved estimate of Construction Cost.
- 2.6.4 Variance from the Construction Budget and Project Budget established under this Agreement shall not constitute grounds for the City to withhold fees due to the Architect, unless such variance is caused by the error or omission of the Architect.

2.7 Adjustment of Construction and Project Budget

- 2.7.1 If the bidding or negotiation phase has not commenced within three months after the Architect submits the construction documents to the City, the Construction Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the City and the date on which bids or proposals are sought.
- 2.7.2 If the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal exceeds the latest approved Construction Budget the City may do one or more of the following:
- (a) give written approval of an increase in the Construction Budget;
 - (b) authorize rebidding or re-negotiating of the proposal;
 - (c) cooperate with the Architect in revising the Project scope or quality as necessary to reduce the Construction Cost; or
 - (d) terminate this Agreement in accordance with Section 5.8.3.
- 2.7.3 If the City chooses to proceed under Section 27.2 (c), unless the excess is due to extraordinary market conditions, the Architect shall, under the direction of the City acting reasonably, modify the construction documents or provide other services necessary to reduce the Construction Cost to the latest approved Construction Budget. Should these modifications or other necessary services requested to reduce the Construction Cost result, in whole or in part, from the Architect's failure to take into account the estimates of Construction Cost and other information furnished by the Cost Consultant or other City Consultants, the modification or other necessary services,

which would otherwise be an Additional Service, shall be a Basic Service and shall not be subject to additional charge.

2.8 Certificates for Payment

2.8.1 The Architect's issuance of a certificate for payment for Construction Work performed under the Construction Contract shall constitute a representation by the Architect to the City, based on General Review and on review of the Construction Contractor's application for payment that the Construction Work for which payment is sought been performed, that to the best of the Architect's knowledge, information and belief, the Construction Work observed during the course of General Review is in general conformity with the Construction Contract Documents, and that the Construction Contractor is entitled to payment in the amount certified. Such certification is subject to:

- (a) review and evaluation of the Construction Work as it progresses for general conformity as provided in Sections 25.2.5.1(g) and 2.5.1(i);
- (b) the results of any subsequent tests required by or performed under the Construction Contract Documents;
- (c) minor deviations from the Construction Contract Documents being corrected prior to completion; and
- (d) any specific qualifications stated in the certificate of payment.

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

ARTICLE 3.0 CITY'S RESPONSIBILITIES

3.1 The City shall provide:

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

- (a) spatial and functional requirements and relationships;
- (b) special equipment and systems; and
- (c) site requirements;

3.1.2 a Construction Budget; and

3.1.3 unless otherwise agreed to by the Architect and the City and, to the extent that such material is necessary and reasonable, information, surveys, reports and services as set out below:

- (a) surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the site and

adjoining properties as necessary showing the following survey and legal information, as applicable;

- (b) subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of toxic or hazardous substances or materials present at the Project Site;
- (c) reports and appropriate professional recommendations of specialist consultants when reasonably required by the Architect, subject always to Section 2.1.1 and Schedule A;
- (d) air and water pollution tests, tests for toxic or hazardous substances or materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the Architect, the Architect's Consultants, the authorities having jurisdiction or the Construction Contract Documents;
- (e) all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services at any time for the Project, including such auditing services as the City may require to verify the Construction Contractor's applications for payment or to ascertain how or for what purpose the Construction Contractor uses the monies paid by or on behalf of the City; and
- (f) Cost Consultant Services for the Project.

3.2 The City shall:

- 3.2.1 examine documents submitted by the Architect and give the Architect decisions and approvals as necessary;
- 3.2.2 pay the cost of all required consents, approvals, licences and permits from authorities having jurisdiction, unless otherwise agreed to by the City and the Architect;
- 3.2.3 immediately notify the Architect in writing if the City observes or otherwise becomes aware of any fault or defect in the Project or any non-conformity with the requirements of the Construction Contract;
- 3.2.4 promptly fulfill the City's responsibilities for the orderly progress of the Services and of the Construction Work;
- 3.2.5 authorize in writing a person to act on the City's behalf and define that person's scope of authority with respect to the Project when necessary; and
- 3.2.6 using the City's standard form of legal, insurance and bonding documents as a basis and in consultation with the City's Director of Legal Services and the City's Director of Risk Management, prepare the Construction Contract terms and conditions for the Invitations to Tender and Construction Contract Documents for the Construction Work, subject always to the requirement that the Architect be will be responsible for:
 - (a) the preparation of all design, specification and other tender and Contract documentation that does not form part of the text-based legal terms and conditions of the documents;

- (b) the review of all text-based legal terms and conditions to ensure logical consistency (as opposed to legal compatibility) of the Architect's work with those legal terms and conditions; and
- (c) review and incorporation of such requirements and refinements as are requested by the City's Director of Legal Services and the City's Director of Risk and Emergency Management.

ARTICLE 4.0 PAYMENTS TO THE ARCHITECT

4.1 Payments

- 4.1.1 The City shall pay professional fees and reimbursable expenses to the Architect as set forth in this Article and Schedule A.
- 4.1.2 Payments for the Basic Services shall be made monthly, and where applicable, shall be in proportion to services performed within each phase of the service.
- 4.1.3 Payments on account of Additional Services and for reimbursable expenses shall be made monthly upon submittal of the Architect's invoice for approved services rendered or allowable expenses incurred.
- 4.1.4 The Architect will, by the 25th of the month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Architect for the current month. The City's Project Manager shall review, raise any concerns with the Architect within ten working days and, after settlement, if necessary, approve the draft invoice. The Architect, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Architect will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca. The invoice must contain:
 - (a) Architect name, address and telephone;
 - (b) City purchase order number;
 - (c) City's Project Manager;
 - (d) invoice number and date; and
 - (e) HST registration number.
- 4.1.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Architect's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.
- 4.1.6 The Architect will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Architect and by such other means as will be reasonably necessary or advisable.

4.2 Direct Personnel Expense

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

4.3 Reimbursable Expenses

In this Article and Schedule A, reimbursable expenses include, but are not limited to, the following expenses incurred by the Architect and the Architect's employees in the interest of the Project for administration services:

- 4.3.1 transportation in connection with the Project for authorized travel, e.g., for transportation, lodging and meals, however, expenditures for travel within the Lower Mainland of British Columbia and to and from persons' residences shall not be included as a reimbursable expense;
- 4.3.2 communication and shipping, e.g., for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
- 4.3.3 reproduction of plans, sketches, drawings, graphic representations, specifications and other documents excluding reproductions for Architect's office use or for the use of the Architect's Consultants;
- 4.3.4 renderings, plotting of computer-generated drawings, models, and mock-ups specifically requested by the City;
- 4.3.5 fees, levies, duties or taxes for permits, licenses or approvals from authorities having jurisdiction; and
- 4.3.6 overtime services authorized in advance by the City to the extent that the cost of such services exceeds normal direct personnel expenses.

4.4 Fee for Basic Services

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

4.5 Fee for Additional Services

- 4.5.1 For any services listed in Schedule C and when revisions or additions are made to previously approved documents prepared by the Architect and such revisions or additions require services beyond those already provided, the fee for such Additional Services shall be based on the hourly rates in Sections A2 and A3 of Schedule A or as otherwise mutually agreed with the City.
- 4.5.2 Despite any other term of this Agreement, the Architect agrees that the City may assume that all services are Basic Services unless the City expressly requests Additional Services in writing or the Architect notifies the City in writing and in advance that an Additional Service is required or has been requested by the City and the City then agrees in writing and expressly authorizes the performance of the Additional Service.

4.6 **Changes and Adjustments**

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

4.7 **Project Suspension or Abandonment**

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

4.8 **Taxes**

- 4.8.1 In the event that new or additional taxes in respect of the services included in this Agreement are required by federal or provincial legislation after the Agreement is executed, the amount under this Agreement shall be adjusted to include such levies.
- 4.8.2 Fees and reimbursable expenses may be subject to such value added taxes as the HST and any successor tax that may replace the HST. The City shall pay to the Architect, together with and in addition to any fees and reimbursable expenses that become payable, any value added taxes that become payable in relation to the fees and reimbursable expenses as required by legislation.
- 4.8.3 All tax credits received by the Architect in respect of the services included in this Agreement shall be reimbursed to the City.

4.9 **Accounting Records**

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

ARTICLE 5.0 GENERAL CONDITIONS

5.1 **Confidentiality**

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

- 5.1.1 information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Architect's actions;

- (a) information which was previously in the Architect's possession and did not originate from the City; and
 - (b) information which lawfully becomes available to the Architect from a third party not under an obligation of confidence to the City regarding such information.
- 5.1.2 The Architect will not use or reproduce the Confidential Information other than as reasonably required for the performance of its obligations under this Agreement. The Architect will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this ARTICLE 5.0. The Architect will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 5.1.3 If the Architect is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Architect will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 5.1.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Architect confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 5.1.5 The Architect acknowledges that in the event of a breach by the Architect or any of its employees of their respective confidentiality obligations pursuant to this ARTICLE 5.0, damages alone would not be an adequate remedy. The Architect therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 5.1.6 The Architect shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;

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

5.1.7 This ARTICLE 5.0 shall survive the expiration or earlier termination of this Agreement.

5.2 Deliverables

5.2.1 As a result of or as part of providing the Services, the Architect may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
 - (b) information and data;
 - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the "Deliverables").

5.2.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Architect or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Architect as part of the services provided to any of its other customers (the "Pre-Existing Materials").

5.2.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Architect.

5.2.4 The Architect will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Architect will treat each Deliverable as subject to the confidentiality provisions set out in Section 5.1 unless advised otherwise by the City.

5.2.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Architect to the City on the earliest of each of the following events:

- (a) the date specified in this Agreement for the delivery of such Deliverable;
- (b) immediately on the date of expiration or sooner termination of this Agreement; or
- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

- 5.2.6 The Architect transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Architect. The Architect irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Architect will obtain from its employees and any independent contractors or Architect's Consultants, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Architect will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Architect shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 5.2.7 The Architect will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 5.2.8 The Architect represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Architect shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

5.3 Use of Documents

- 5.3.1 The Architect shall provide to the City copies, including reproducible copies, of plans, sketches, drawings, graphic representations, specifications and AutoCAD disks for information, reference and modification in connection with the City's use, occupancy and any future alterations, additions or reconstruction of the Construction Work. Except for reference purposes, the plans, sketches, drawings, graphic representations, specifications and AutoCAD disks shall only be used for additions or alterations to the Project but under no circumstances may they be used in any other way or in any other project outside of the Project Site. Record drawings shall be provided to the City in electronic formats of both AutoCAD dwg files, without XREFs, and Adobe PDF files; reports shall be provided in electronic formats of both Microsoft Word and Adobe PDF files and two sets of full size paper copies.
- 5.3.2 As a condition precedent to the use of the plans, sketches, drawings, graphic representations and specifications for the Project, all fees and reimbursable expenses of the Architect payable pursuant to this Agreement as of the date of the proposed use by the City are required to be paid in full.

5.3.3 The City shall be entitled to keep original models or architectural renderings the City specifically commissioned and these are expressly deemed to be Deliverables.

5.4 Project Identification

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

5.5 Dispute Resolution

5.5.1 For the purposes of this Section 5, "dispute" means a disagreement arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it and includes any failure to reach agreement where an agreement is required.

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

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

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

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

5.6 Release and Indemnification

5.6.1 It is agreed that the Architect shall not be liable for damages, interest, costs or any other expenses arising out of the failure of any manufactured product or any manufactured or factory-assembled system of components to perform in accordance with the manufacturer's written specifications on which the Architect relied in the preparation of the design, construction or supplementary documents, unless the Architect could reasonably have anticipated such failure.

5.6.2 The Architect now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Architect, the Architect's Consultants and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

5.6.3 In undertaking the Services, the Architect acknowledges that the Architect has inspected the Project Site, agrees to accept the Project Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Architect to perform the Services.

- 5.6.4 Despite the provision of insurance coverage by the City, the Architect hereby agrees to indemnify and save harmless the City, its officials, officers, employees, agents, successors, assignees and authorized representatives (in each case an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions whether in contract or tort (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect, the Architect's Consultants or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 5.6.5 Noting in this Agreement, including, without limitation, this indemnity, will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 5.6.6 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 5.6.7 The Architect's liability to indemnify the City under this Agreement shall be subject to exclusions, conditions and limits only if approved in writing by the City.
- 5.6.8 *Insurance:*
- (a) The Architect shall, purchase and maintain, at its own cost, **professional liability insurance** covering the Architect for the services to be performed by the Architect under this Agreement. The professional liability insurance policy shall have limits of \$2,000,000 per claim and \$5,000,000 in annual aggregate and be subject to a deductible of not more than \$50,000 per claim. The policy will remain in effect throughout the period of construction and for a minimum of two years following the date of Substantial Performance of the Construction Work. The professional liability insurance policy will require the insurer to provide the City with at least 60 days prior written notice of any material change reduction or cancellation in coverage.
 - (b) The Architect shall purchase and maintain during the entire term of this Agreement, at its own cost, a **commercial general liability insurance** policy acceptable to the City, subject to limits of not less than \$2,000,000 per occurrence and a deductible of not more than \$5,000 per claim that protects the Architect and its directors, officers, partners, personnel, and agents from all insurable claims which might arise from the performance of the Basic Services and any Additional Services in accordance with this Agreement, for any damage to property, including loss of use thereof, completed operations or products, any bodily injury including personal injury, and death caused by the negligence, fault, error or omission of the Architect or its directors, officers, partners, employees or agents or any of them, in respect of the performance of the services under this Agreement.
 - (c) During the entire term of this Agreement, the Architect shall have the commercial general liability policy of insurance referred to in Section 5.6.8(b) endorsed, in respect of the performance of this Agreement:
 - (i) to name the City as an additional insured;
 - (ii) to provide that the insurance shall include a cross liability clause or endorsement in favour of the City; and

- (iii) to provide that no cancellation or material change resulting in a reduction of coverage of the insurance shall be made except on at least 60 days written notice from the insurer to the City.
- (d) The Architect will cause the Architect's Consultants to carry the insurance specified in Sections 5.6.8(a), 5.6.8(b), 5.6.8(c).
- (e) Prior to commencement of this Agreement, the Architect will provide the City with evidence of all required insurance to be taken out in the form of a detailed certificate of insurance. The certificate of insurance must identify the Construction Contract Title, number, policy holder and contract subject-matter, and must not contain any disclaimer. Similar evidence of renewals, extensions or replacements of all required insurance must be forwarded to the City's Designated Representative. At any time, upon request, the Architect will provide the City's Designated Representative with certified copies of all insurance policies required by this Agreement.

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

5.6.9 *WorkSafeBC Coverage*

- (a) The Architect agrees that it will procure and carry at its expense and will cause each of the Architect's Consultants to procure and carry at their expense full WorkSafeBC ("WCB") coverage as required by the *Construction Workers Compensation Act* (British Columbia) and the regulations hereunder including all amendments thereto from time-to-time (the "WCB Legislation") for their respective employees, Construction Contractors and agents engaged in the performance of the services under the Agreement. The Architect agrees that, notwithstanding any other provision of this Agreement, the City has the unfettered right to set off the amount of the unpaid premiums, assessments and penalties for such WCB coverage against any monies owing by the City to the Architect. The City will have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- (b) Prior to commencing any services under this Agreement and thereafter as and when requested by the City, the Architect will provide the City with the Architect's and each Architect's Consultant's WCB registration numbers and with written confirmation from the WCB that the Architect and all of the Architect's Consultants are registered and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.
- (c) With respect to any and all services provided by the Architect or the Architect's Consultants at the Project Site, the Architect is now appointed and now accepts appointment as the "prime contractor", as defined in the WCB Legislation, for the purposes of this Agreement, but only with respect to the Architect's and the Architect's Consultants' employees and agents.
- (d) The Architect will indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

- (i) unpaid WCB assessments of the Architect or any other employer for whom the Architect is responsible under this Agreement;
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Architect in the performance of the services, or for whom the Architect is responsible at law and which acts or omissions are or are alleged by the WCB to constitute a breach of the WCB Legislation or any other failure to observe the safety rules, regulations and practices of WCB, including any and all fines and penalties levied by the WCB, and
 - (iii) Any breach of Sections 5.6.8(e) and 5.6.9(b).
- (e) Architect shall provide at the commencement of Architect's services and from time to time as requested by the City, copies of the Architect's and the Architect's Consultants' insurance certificates evidencing the insurance coverages required by this Agreement.

5.7 Toxic or Hazardous Substances or Materials

5.7.1 For the purposes of Sections 3.1.3 and 5.7:

- (a) "toxic or hazardous substances or materials" means any solid liquid, gaseous, thermal or electromagnetic irritant or contaminant and includes, without limitation, pollutants and hazardous or special wastes whether or not defined in any federal, provincial or municipal laws, statutes or regulations;
- (b) "Architect" includes the Architect's officers, directors, employees, representatives and consultants.

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

- (a) the discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of;
- (b) the advice of any independent expert selected by the Architect on behalf of the City and the Construction Contractor under the Construction Contract in respect of; or
- (c) the exposure of persons, property or the environment to,

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

5.8 Termination

5.8.1 Unless otherwise stated in this Agreement, the Architect's services terminate one year after certification of Substantial Performance of the Construction Work.

5.8.2 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.

5.8.3 This Agreement may be terminated without cause by the City at any time on giving the Architect at least seven days' prior written notice.

5.8.4 In the event of termination the Architect shall be paid within 30 days of the date that an invoice is submitted for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due and all termination expenses. Demobilization or any other termination expenses are not applicable and will not be reimbursed by the City.

5.9 Law Governing this Agreement

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the parties now irrevocably agree that, unless the parties agree to arbitration pursuant to Section 5.5, the courts of the Province of British Columbia shall have exclusive jurisdiction in all matters arising out of or in any way relating to this Agreement.

5.10 Successors and Assigns

The City and the Architect, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Except as otherwise provided herein, neither the City nor the Architect shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

5.11 Extent of Agreement

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

5.12 Notices

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

5.12.1 to the City:

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

Attention: Alicja Gorska, Project Manager
Fax: To be Determined

5.12.2 to the Architect:

To be Determined

Attention: To be Determined
Fax: To be Determined

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provision of this Agreement is

deemed to be received on the day of delivery or transmission by facsimile if received on any day other than a Saturday, Sunday or statutory holiday in British Columbia (a "Business Day") and if not a Business Day then on the next Business Day or if mailed, on the third Business Day following the posting thereof, provided that if there is a postal strike, dispute or slowdown, notices will only be effective if delivered or transmitted by facsimile.

5.13 No Promotion

The Architect will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Architect to perform its obligations under this Agreement).

5.14 Compliance with Law

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

ARTICLE 6.0 OTHER CONDITIONS

- 6.1 The Architect will be responsible for retaining and paying all the Architect's Consultants as listed in Schedule A, Section 0. However, the City now acknowledges that it will be responsible for retaining and paying for the Cost Consultant and the other City Consultants referred to in Section 3.1.3.
- 6.2 The Architect will assume full responsibility to the City for all work performed by the Architect's Consultants under this Agreement. Nothing in this Agreement will create any contractual relationship between the City and the Architect's Consultants.
- 6.3 Except as permitted in Section 6.4, the Architect will only utilize the persons and consultants named in Schedules A and E to perform the services under this Agreement.
- 6.4 Except for substitutions required by circumstances not within their reasonable control, the Architect and the Architect's Consultants may not make substitutions or changes to their respective employees assigned to the Project without the prior written consent of the City, whose consent will not be unreasonably withheld, delayed, or conditioned.
- 6.5 For the purposes of this Section, "substitutions required by circumstances not within their reasonable control" mean substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract but expressly exclude situations where an employee is called upon to perform services for another client of the Architect, the Architect's Consultants or their affiliates.
- 6.6 The City may, with stated reasons and acting reasonably, request that the Architect replace an employee assigned to the Project or cause the Architect's Consultant to replace employee assigned to the Project. The Architect and the Architect's Consultants will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

SCHEDULE A - FEE FOR ARCHITECT'S SERVICES

The City shall pay fees as set forth below:

A1 Fee for Basic Services

Table I: Charge Out Rates

Activity/Role	Proposed Rates per Hour	Proposed Rates per Day
Architect/Managing Consultant	\$	\$
Structural	\$	\$
Mechanical	\$	\$
Civil	\$	\$
Heritage Architect	\$	\$
Landscape Architect	\$	\$
Certified Professional for permits	\$	\$
Building Envelope Professional	\$	\$
Kitchen Consultant	\$	\$
Interior Design	\$	\$
Communications/Security	\$	\$
LEED Consultant	\$	\$

ARCHITECT AGREEMENT
SCHEDULE A - FEE FOR ARCHITECT'S SERVICES

Table 2: Fees for Design Development Stage

Work Task/Phase/ Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Design Development Phase		Architect/Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Civil	\$	\$
		Heritage Architect	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		Kitchen Consultant	\$	\$
		Interior Design	\$	\$
		Communications/Security	\$	\$
	LEED Consultant	\$	\$	
Total of Estimated Disbursements for Design Development Phase				\$
Total of Proposed Fee for Design Development Phase			\$	

Table 3: Fees for Construction Documents Phase

Work Task/Phase/ Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Construction Documents Phase	As stated in Table 2	Architect/Managing Consultant	\$	\$
	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$
	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$
	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$
	As stated in Table 2	Communications/Security	\$	\$
	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Construction Documents Phase				\$
Total of Proposed Fee for Construction Documents Phase			\$	

Table 4: Pre-Qualification and Tender Bidding Phase

Work Task/Phase/ Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Pre-Qualification and Tender Bidding Phase	As stated in Table 2	Architect/Managing Consultant	\$	\$

**ARCHITECT AGREEMENT
SCHEDULE A - FEE FOR ARCHITECT'S SERVICES**

	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$
	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$
	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$
	As stated in Table 2	Communications/Security	\$	\$
	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Pre-Qualification and Tender Bidding Stage				\$
Total of Proposed Fee for Pre-Qualification and Tender Bidding Stage			\$	

Table 5: Construction Phase - Contract Administration

Work Task/Phase/Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Construction Phase - Contract Administration	As stated in Table 2	Architect/Managing Consultant	\$	\$
	As stated in Table 2	Structural	\$	\$
	As stated in Table 2	Mechanical	\$	\$
	As stated in Table 2	Civil	\$	\$
	As stated in Table 2	Heritage Architect	\$	\$

**ARCHITECT AGREEMENT
SCHEDULE A - FEE FOR ARCHITECT'S SERVICES**

	As stated in Table 2	Landscape Architect	\$	\$
	As stated in Table 2	Certified Professional for permits	\$	\$
	As stated in Table 2	Building Envelope Professional	\$	\$
	As stated in Table 2	Kitchen Consultant	\$	\$
	As stated in Table 2	Interior Design	\$	\$
	As stated in Table 2	Communications/Security	\$	\$
	As stated in Table 2	LEED Consultant	\$	\$
Total of Estimated Disbursements for Construction Phase - Contract Administration				\$
Total of Proposed Fee for Construction Phase - Contract Administration			\$	

Table 6: Disbursements

Estimated Disbursements for Table 1	\$
Estimated Disbursements for Table 2	\$
Estimated Disbursements for Table 3	\$
Estimated Disbursements Table 4	\$
Total Estimated Disbursements (before HST)	\$

Table 7: Proposed Fees

Proposed Fee for Table 1	\$
Proposed Fee for Table 2	\$
Proposed Fee for Table 3	\$
Proposed Fee for Table 4	\$

Total Proposed Fee (before HST)	\$
---------------------------------	----

Table 8: Total Price

Total Estimated Disbursements as per Table 5	\$
Total Proposed Fee as per Table 6	\$
HST	\$
Total Proposed Price	\$

A2 The total fixed fee the Basic Services (which includes the services of the Architect and Architect's Consultants) shall be apportioned to the phases of service as follows:

Design Development Phase	
Construction Documents Phase	
Pre-Qualification and Tender Bidding Phase	
Construction Phase - Contract Administration	
Total:	100%

Fees will be paid for a percentage of work completed up to the agreed amount, and expenses will be paid for actual cost for all allowed reimbursable expenses. Printing for the purposes of permits, presentations, the Owner's use or the Contractor's use is reimbursable; additionally printing of shop drawings required in the construction phases will be reimbursable.

A3 Fees for Additional Services

A3.1 Fees for authorized Additional Services not included in Basic Services, excluding those provided by the Architect's Consultants, shall be calculated on a time worked basis at the hourly rates set out in the Architect's Proposal in Appendix 2.

A3.2 Hourly rates for the Architect as set out in Section A1 are fixed until after one year from Substantial Performance of the Construction Work.

A4 Fees for Architect's Consultants' Additional Services

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

The Architect shall not take a mark-up on fees and expenses charged by the Architect's Consultants.

SCHEDULE B - ADDITIONAL SERVICES

INTENTIONALLY DELETED

SCHEDULE C - CONSTRUCTION BUDGET AND PROJECT SCHEDULE

- C1 The Construction Budget in Canadian dollars (CAD) referred to herein shall be finalized during or prior to the Design Development Phase
- C2 The preliminary Construction Budget is \$8,100,000.00
- C3 The Project Task/Phase Schedule is set out in the Architect's Proposal, to be started on the date of this Agreement and completed by (To be Determined), as follows (*To be developed with successful Architect*):

Phase:	Duration:
Design Development Phase	
Construction Documents Phase	
Pre-Qualification and Tender Bidding Phase	
Construction Phase - Construction Administration	

SCHEDULE D - ARCHITECT'S CONSULTANTS

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

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

APPENDIX 1 - REQUEST FOR PROPOSALS

(TO BE ATTACHED)

APPENDIX 2 - ARCHITECT'S AND ARCHITECT'S CONSULTANTS' PROPOSALS

(TO BE ATTACHED)

APPENDIX 3 - WORKSAFEBC REGISTRATION CONFIRMATION

(TO BE ATTACHED)

APPENDIX 4 - PROFESSIONAL LIABILITY INSURANCE

(TO BE ATTACHED)

APPENDIX 5 - COMMERCIAL GENERAL LIABILITY INSURANCE

(TO BE ATTACHED)

APPENDIX 2 - NON-DISCLOSURE AGREEMENT

Proponents will need to review certain sensitive material prior to and during the Information Meeting and Site Visit, and to finalize their Proposals.

The procedure for the release of sensitive materials (“SM”) is as follows:

1. This RFP (without the SM) is initially released;
2. Upon submitting an Information Meeting and Site Visit Attendance Form (Appendix 1) and the Non-Disclosure Agreement (Appendix 2), which specifically documents the obligations the Proponents are expected to meet for RFP PS20120093, the City will allow the Proponent to review the SM and attend the Information Meeting and Site Visit.
3. After completion of 1 and 2 above and confirmation by the Contact Person listed in this document, the Proponent will be directed on how to receive the SM information.

Non-Disclosure Agreement (Sensitive Material)

WHEREAS, in response to the City's Request for Proposal ("RFP") #PS20120093 entitled "Architectural Services for the Tay" (the "RFP"), the City shall disclose to the Proponent, certain Sensitive Material of the City for the sole purpose of considering, evaluating, and responding to the RFP (the "Purpose") and on the terms and subject to the conditions contained in this Agreement.

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

1.0 Definitions

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

2.0 Title

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

3.0 Proponent's Obligations

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

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
APPENDIX 2 - NON-DISCLOSURE AGREEMENT

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

4.0 Exceptions to Confidentiality Obligations

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

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
APPENDIX 2 - NON-DISCLOSURE AGREEMENT

5.0 Legal Requirement to Disclose

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

6.0 Warranty Disclaimer

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

7.0 Injunctive Relief

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

8.0 General

- 8.1 Upon the request at any time of the City, the Proponent will promptly destroy all Sensitive Material and any copies or reproductions thereof in the Proponent's possession or under its control or in the possession or under the control of any of the Proponent's Recipients, and will certify in writing such destruction or return of all Sensitive Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Proponent's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.
- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.
- 8.3 The Proponent will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement,

REQUEST FOR PROPOSAL NO. PS20120093
ARCHITECTURAL SERVICES FOR THE TAYLOR MANOR REDEVELOPMENT
APPENDIX 2 - NON-DISCLOSURE AGREEMENT

provided, however, that nothing herein will prevent the Proponent from making such disclosure

- (a) on a confidential basis to any of the Proponent's Recipients to the extent such person needs to know such information strictly for the purpose of responding to the RFP, or
- (b) in order to comply with the requirements of applicable securities or other laws.

8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Proponent irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.

8.6 If the Proponent agrees to the terms and conditions of this Agreement the Proponent is required to sign this Agreement below before viewing Sensitive Material and commencing on the Information Meeting and Site Visit.

Signed by:

[Print name in full with title]

[Print Proponent's company name in full]
