



SHORT FORM - REQUEST FOR PROPOSAL PS20120176

CONTRACTING SERVICES FOR STUCCO ENVELOPE AND WINDOW REPLACEMENTS AT 450 AND 456 WEST BROADWAY

Proposals are to be addressed to Purchasing Services, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) prior to the Closing Time of Thursday, August 16, 2012, 3:00:00 PM, City Hall Clock Time (as defined in Note 2 below). There will be no public opening of this Short Form - Request for Proposal ("SF-RFP").

NOTES:

1. Responses shall be in a sealed envelope or package marked with the Proponent's Name, the SF-RFP Title and Number and addressed to Purchasing Services, City of Vancouver.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the Main Floor Rotunda Information Desk computer clock.
3. The City of Vancouver City Hall is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. Responses to be submitted, in hard copy: Four (4) copies.
5. DO NOT SUBMIT BY FAX OR E-MAIL. THERE WILL BE NO PUBLIC OPENING.

All queries related to this SF-RFP shall be submitted in writing, five (5) business days prior the above closing time to the attention of:

Jim Lowood, SCMP

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

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1.0 BACKGROUND

- 1.1 This Short Form - Request for Proposal (“SF-RFP”) identifies a business opportunity for the successful Proponent to review the current conditions of the identified areas of the building enclosure at two (2) buildings located at 450 West Broadway and at 456 West Broadway, Vancouver, British Columbia and subsequently correct the deficiencies to the satisfaction of the City of Vancouver (“City”).
- 1.2 The two (2) buildings located on the south side of Broadway near the intersection of Cambie and Broadway currently house a mix of retail and office space, with the office space divided into City departments and non-governmental offices. The present tenants include Elections office, Real Estate Services, Business Planning and Services (City departments) BC Coalition of People with Disabilities, BC Community Living Action Group (non-governmental offices and not-for profit groups).

The buildings are currently in poor condition but will continue to service their tenants until the site is redeveloped. At the present time the City is not looking at long term solutions to the deficiencies but is committed to correcting these deficiencies in order for the two buildings to remain usable. Future plans for the buildings will be presented to the public at a later date.

The scope of work is as envisioned by the City at the time of writing, but may change or be refined in the course of the review process by the City and by interested stakeholders. The stakeholders include, but are not limited to, the City, BC Hydro, Translink.

The City will supply the Building Permit and will work with the successful Proponent and their schedule in arranging with BC Hydro for utility covering and any other utility clearances.

2.0 SUSTAINABILITY

- 2.1 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.
- 2.2 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 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

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such materials that would mitigate the effects of any adverse conditions on the environment.

3.0 SCOPE OF WORK SUMMARY

3.1 The scope of work includes the following elements:

- a) Repair or replace the existing windows on the third floor above the main entrance of the Maintenance division (see drawing) and repair or repair stucco where required due to this construction;
- b) Provide construction services, labour and material, to create new openings in the west wall of the building onto the adjacent plaza area and supply and install new commercial doors and windows in the newly created west wall openings;
- c) Abatement of hazardous materials (patching and repairing);
- d) Repair and paint exterior walls of both buildings; and
- e) Repair brick wall at south end of the building and wall behind the staircase.

3.2 Please note that the City expects the Proponent to propose solutions that repair the current deficiencies or replace the deficient areas with the equivalent design.

3.3 The City has engaged the services of a consultant to provide a report on abatement procedures which are attached as Appendix B. These procedures are to be reviewed and accepted by the successful Proponent before the rehabilitation of the buildings begin.

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

Date: July 26, 2012
Time: 10:00 am
Location: 453 West Broadway Avenue, 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 SF-RFP issues in a communal forum.

3.5 A complete scope of work is contained in Appendix A.

4.0 TIMELINE

4.1 The anticipated completion date of the work for this project is **September 28, 2012.**

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- 4.2 If the above is not achievable, the Proponent shall provide a suggested timeline, including the timing for completion of the project, and will be required to develop and maintain a project schedule.

5.0 GENERAL METHODOLOGY

- 5.1 Proposal submissions should outline the resources to be committed to this work by the Proponent.
- 5.2 Proponents are to provide a description of the services proposed, including the details of the services.
- 5.3 In the submission, the Proponent should provide a description of the methods to be employed to perform and co-ordinate the work.

6.0 PROPOSAL FORMAT

Proponents are requested to organize its response according to the following format:

Title Page: The title page will show the SF-RFP title and number, Closing Time and Date, Proponent name, address, telephone number, and the name and title of the contact person.

Table of Contents: Page numbers are to be indicated.

6.1 COMPANY PROFILE

- a) Provide a description of the Proponent's company, purpose and history of successes including number of years in business, projects.
- b) Evidence of a City of Vancouver Business License.
- c) Business Number or an article of incorporation.
for more information, please visit:
<http://www.fin.gov.bc.ca/registries/corppg/default.htm>.
- d) HST registration number.

6.2 KEY PERSONNEL

- a) 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.
- b) The City will consider a Proposal from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this SF-RFP, provided they disclose the names of all members of the joint venture or consortium and all members provide detail of their involvement and background. While the City will consider such a consortium Proposal, the City has a strong preference for Proposals submitted by a single firm who would act as a prime contractor and then supplies any required specialist expertise via Sub-contractors or Sub-consultants, as the case may be.

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6.3 SUSTAINABILITY

- a) The Proponent is to describe the Proponent's approach in the following areas:
- Offering of products/services that are non-toxic and non-hazardous;
 - Provision of solutions for the disposition of obsolete or expired products and equipment, as well as a solution for the environmental impact to the local landfills; and
 - Offering a solution to reducing carbon emissions resulting from the delivery of any products and/or services;

6.4 REFERENCES

- a) 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. 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.
- b) In addition, the Proponent shall submit two samples of written work.

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

6.5 WORK METHODOLOGY

- a) Provide a summary of the Proponent's approach to the planning and conduct of the work by deliverable.

6.6 TERMS AND CONDITIONS

- a) Proponents shall indicate their acceptance of the terms and conditions as per Appendix D.

6.7 WORKSAFEBE AND INSURANCE COVERAGE

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- a) Proponents shall submit evidence of WorkSafeBC registration.
- b) Proponents shall submit a Certificate of Existing Insurances (See Appendix C) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements set out in Appendix A should they be selected as a successful Contractor/Consultant.

6.8 PRICING

- a) Prices are to be quoted in Canadian currency.
- b) Prices quoted are to be exclusive of HST, except where expressly requested.
- c) Prices are to include all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs.
- d) Proponents shall provide a price breakdown and total price as per the following tables.

Table 1: Proposed Price

Item	Description (By Activity, Milestone and/or Deliverable)	Price
1.	Repair or replace the existing windows on the third floor above the main entrance of the Maintenance division and repair or repair stucco where required due to this construction .	\$
2.	Repair and paint exterior walls of 450 and 456 West Broadway	\$
3	Construction at Northwest corner of 456 West Broadway and installation of new doors and windows at Northwest corner of 456 West Broadway	\$
4.	Renovation of brick wall at south end and behind the staircase	\$
5.	Patching and Repair Work at 450 West Broadway (as per Appendix B)	\$

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6.	Patching and Repair Work at 458 West Broadway (as per Appendix B)	\$
	Total Price for Table 1 (excluding applicable taxes)	\$

Please note that any structural repair and the repair of rotten wood members and interior finish will be at extra cost based on labour and material, see Table 2 below

Table 2:
Labour and Materials

Item	Description (Labour or Material category)	Unit (Hourly, Lot or Each)	Unit Rate
1.	Remove and Repair Stucco	Square Foot	\$
2.	Replacement of Wood Window	Each	\$
3.	Replacement of window if wood window not applicable	Each	\$
4.	Replacement of cracked and/or broken glass	Square Foot	\$
5.	Remove and re-caulk failed sealant	Square Foot	\$
6.	Carpenter	Per Hour	\$
7.	Roofing Services (one person)	Per Hour	\$

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A. TERMS OF PAYMENT

- a) The City's standard payment terms are Net Thirty (30) days after receipt of approved invoice: however any discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.
- b) Invoices shall indicate labour separate from materials and where applicable, where HST is applied. Invoices shall be sent to:
City of Vancouver
Attention: Accounts Payable
P.O. Box 7757, 349 West Georgia Street
Vancouver, BC, V6B 0L5
- c) Describe if Electronic Fund Transfer (EFT) is available.

II. EVALUATION CRITERIA

- a. 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 as determined by the City in its sole and absolute discretion.
- b. The City may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including making a presentation, and/or attending an interview.
- c. The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the SF-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.
- d. No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this SF-RFP.
- e. There are no mandatory requirements for submitting Proposals in response to this SF-RFP but Proponents are encouraged to provide all information requested by the City, particularly where the words "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal.

III. CONTRACT APPROVAL

- a. Contract approval is contingent on funds being approved and the award being approved by the City. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.

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- b. The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.
- c. The City is not under any obligation to approve any Proposal and may elect to terminate this SF-RFP at any time.

iv. NO CLAIM AGAINST THE CITY

- a. 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.

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**Appendix A
Scope of Work**

1.0 Introduction

The City of Vancouver requires the services of an experienced building envelope contractor to repair the exterior of the two (2) buildings located at 450 and 456 West Broadway, Vancouver, British Columbia.

2.0 Background

These two (2) buildings are in need of major exterior and interior renovation but due to a variety of factors, including possible future development of the site, the work on these buildings will not be comprehensive in nature. The City expects the Proponent to propose solutions that repair the current deficiencies or replace the deficient areas with the equivalent design.

3.0 Work Scope

A qualified building envelope contractor is to supply all labour, material, equipment and services necessary for the completion of the work. This work includes but is not limited to:

Repair or replace the existing windows on third floor above main entrance of Maintenance department, including but not limited to:

- Set up scaffold
- Measure sizes of old window, place order for replacement
- Remove exterior rotten trims and windows sills
- Remove old window from the opening
- Remove spiralling stucco
- Report on current situation as per wet and dry rot. Repair of rotten wood members and interior finish will be at extra cost based on labour and material
- Repair building paper, peel and stick where required
- Install and adjust new window to position
- Apply new stucco, compatible with existing
- Add flashing to window sills
- Caulk around the window where required
- Hazardous Abatement Work
- Clean up

Repair and paint exterior walls of 450 West Broadway and 456 West Broadway, including but not limited to:

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- Power wash the exterior wall to remove moss, algae and dirt
- Clean/route out cracks, apply polyurethane sealant.
- Remove spalling stucco at location
- Repair stucco which is compatible with the existing. No structural repair is included, if required repair will be based on time and material
- Replace all window exterior glazing
- Apply EnviroCoatings Ceramic Insulcoat or City of Vancouver approved equivalent
- Clean up

Provide construction services, labour and material to create new openings in the west wall of the building onto the adjacent plaza area at Northwest Corner of 456 West Broadway, including but not limited to:

- Site Work and Demolition
- Concrete Work
- Masonry Work
- Metal Work
- Thermal and Moisture Protection
- Doors and Windows
- Clean up

To supply and install new commercial doors and windows in the newly created west wall openings, including but not limited to:

- Supply new commercial doors and windows
- Install new commercial doors and windows

Repair brick wall at south end and behind the staircase, including but not limited to:

- Power wash brick wall to remove moss, algae and dirt
- Fill exposed holes with foam
- Apply thin skim and top coat stucco on brick wall for protection

4.0 Insurance

The Contractor/Consultant shall obtain and maintain WorkSafeBC and Insurance coverage as specified in Appendix D.

5.0 City Provided

The City will provide access to the interior of the buildings and a representative of the City of Vancouver will be made available to be made available to the Contractor.

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Appendix B

Abatement Scope of Work

[Please see attached “Lead Disturbance and Removal” Report]

PART 1 GENERAL

1.0 Instructions To Bidders

Contractors are responsible for the information as provided by the City of Vancouver, meeting minutes, report and scope of work.

Contractors must be experienced and adequately trained in lead abatement safe work procedures in compliance with WorkSafe BC Occupational Health and Safety regulations including meeting the criteria of a 'qualified person'. All requirements in Section 1.3 must be satisfied as stated.

Submission of pricing requirements to be addressed by the City of Vancouver and are not specified within the scope of work.

1.1 Documents

This section forms part of the Contract and is to be read, interpreted and coordinated with all other parts.

Pre-renovation Building Materials Investigation prepared by Sure Hazmat and Testing, dated May 23, 2012 (ref. 4541R01).

Fall protection safe work procedures developed by the contractor must be submitted upon contract award prior to the start of the work.

1.2 Section Includes

- .1 Clean-up of leaded paint chip debris and delaminating exterior lead based painted coatings within the areas identified in Section 2.2.
- .2 Preparation for re-finishing of exterior & window trim intact with leaded paint finishes within the areas identified in Section 2.4.
- .3 Disposal of general waste and identified hazardous materials, in accordance with applicable regulatory requirements.

1.3 Procedures and Requirements

- .1 Lead removal and disturbance work will be conducted with lead safe work procedures, donning appropriate respiratory protection and personal protective equipment as defined in Part 5 Section 5.82 - 5.84, Part 6 Section 6.59 - 6.69, Part 20 Section 20.1A & 20.2 of the WorkSafe BC Occupational Health & Safety regulations and WorkSafe BC guideline Lead-Containing Paints and Coatings, Preventing Exposure in the Construction Industry.
- .2 The contractor must be adequately trained and experienced in lead disturbance or removal activities as defined by WorkSafe BC and be able to provide supporting documentation.

- .3 Disposal of waste materials with leaded paint finishes following applicable safe work procedures and disposed or recycled in accordance with applicable regulations.
- .4 The contractor must coordinate for first shift air monitoring to establish a baseline of air sample results for the project per work activity.
- .5 Scaffolding and platforms installation and certification to be completed by the Contractor and not considered to be part of the lead removal scope of work. Scaffolding must be installed and used in accordance with the Work Safe BC Occupational Health & Safety regulations.
- .6 Site security will be the responsibility of the City of Vancouver. Security of the designated work areas, lead removal designated work areas and leaded waste handling & storage will be the responsibility of the Hazardous Materials Contractor.

1.4 Qualifications

- .1 The hazardous materials contractor must be in good standing with WorkSafe BC and be able to provide a copy of this documentations to the Owner.
- .2 The hazardous materials contractor shall at its sole cost provide and maintain the following insurances. These are minimum requirements and the hazardous materials contractor must comply with all other insurances required by the owner and the general contractor in other sections of the tender documents.
 - a) General liability insurance (including products and completed operations coverage) having a limit of not less than \$2,000,000 per occurrence, covering all operations of the Hazardous Materials Contractor under the Contract Documents, naming the Hazardous Materials Contractor as the named insured and the Owner, its agents and employees as additional insureds and including a cross liability clause;
 - b) the general liability coverage above will include coverage for loss, damage, injury or death arising out of any occurrence;
 - c) property all risks insurance covering the Hazardous Materials Contractor's equipment which shall contain a waiver of subrogation in favour of the Owner;
 - d) workers compensation (or employer's liability) as required by law'; and
 - e) course of construction insurance (and/or installation floater) in the joint names of the Hazardous Materials Contractor and the Owner to the full value of this agreement;
 - f) automobile liability insurance with a limit of \$2,000,000 per occurrence in respect of vehicles owned by or used by the Hazardous Materials Contractor;
 - g) any other insurance as may be reasonable required by the Owner.

- .3 Products and completed operations coverage is to extend for a period of two (2) years after the acceptance of the Work by the Owner. Should any portion of the Work performed be subcontracted, the Hazardous Materials Contractor will ensure that each subcontractor also maintains during the course of this agreement commercial general liability insurance, such coverage to be in like form and with limits not less than that carried by the Hazardous Materials Contractor.
- .4 In all cases, the Owner shall be provided at least 30 days prior written notice of any cancellation or material alteration of the insurance policies. The Owner shall be included as an "additional insured" under the liability insurances and as a "Loss Payee as their interests may appear", under the Course of Construction Insurance. All deductible amounts applicable under any insurance coverage stipulated herein are the responsibly of the Hazardous Materials Contractor or subcontractor(s) and not of the Owner or its agents or employees.
- .5 Within one (1) week of the issuance of the "Letter of Intent" to award the contract, the Hazardous Materials Contractor shall provide to the Owner either certified copies of insurance policies, properly documented certificates of insurance or whatever documentation is reasonable and acceptable to the Owner in order to confirm that the required insurance coverage are in place during the term of this agreement.

PART 2 DESCRIPTION OF WORK

2.1 Lead Disturbance and Removal - General

- .1 The work specified herein shall be the clean-up and removal of known lead-based paint chip debris on wood siding and exterior surfaces by competent persons trained, knowledgeable, and qualified in the handling and disposal of leaded materials using Moderate Risk work procedures. Any worker deemed by the Hazardous Materials Consultant to be inadequately trained to perform these duties, will be removed from the project.
- .2 All necessary documentation will be the responsibility of the Hazardous Materials Contractor. A Notice of Project (NOPL) must be submitted with site specific work procedures which reflect the work procedures specified in this document.
- .3 The health and safety of all Hazardous Materials contractor employees, in the areas affected during lead disturbance & removal, will be the sole responsibility of the Hazardous Materials Contractor, and should the Hazardous Materials Contractor require the assistance of any other trade during the removal, he will provide all necessary equipment and training required to effect the work.
- .4 The Hazardous Materials Contractor will assume total responsibility for the erection, maintenance and installation of signs, and the integrity of all enclosures and barriers related to the lead disturbance and removal work.

- .5 The Hazardous Materials Contractor will provide all necessary labour, materials, insurance, permits and equipment necessary to carry out the work in accordance with all applicable regulations and this documentation.
- .6 The Hazardous Materials Contractor will provide all necessary labour to secure the required utilities for all lead work.
- .7 All air monitoring and inspections will be coordinated by the City of Vancouver and performed by the Hazardous Materials Consultant.
- .8 The Hazardous Materials Contractor will not demobilise from an area of removal until the City of Vancouver or Consultant working on behalf of the City of Vancouver has inspected the completed area.
- .9 The Hazardous Materials Contractor will not begin work in a new area without informing the City of Vancouver or Hazardous Materials Consultant.
- .10 All HEPA vacuums to be used on the project are to be D.O.P. tested, and at the discretion of the Hazardous Materials Consultant from that point hence.

2.2 Lead Disturbance & Removal Scope of Work

.1 Exterior

- .1 Moderate Risk Removal and repair of deteriorated lead-based on concrete, trim and window frames as indicated. Isolate the work area using polyethylene sheeting, barrier tape and warning signs. Work area isolation is achieved by a combination of the following control measures.
 - .1 Cover scaffold platform and ground areas with polyethylene drop sheets and where possible hang a poly curtain to separate the work area from doorway entrances. Work areas must be isolated from building occupants accessing their suite. Seal windows and entrances in the work area. Place lead hazard warning sign on the entry to the work area. If it is not possible to cover the floor area entirely, place plastic drop sheets under work area to catch any debris that may fall.
 - .2 Secure the poly curtain to isolate doorway entrances with duct tape. To provide access to the work area, cut the poly curtain and hang a section of poly over the entrance.
 - .3 Ensure that building occupants have been notified to not open windows during the course of the work.
 - .4 Hazard caution barrier tape can also be used to define the work area. Place barrier tape at minimum 10 feet from the area where lead disturbance, clean-up or removal work occurs.
 - .5 Set-up a decontamination area adjacent to the work area (outside of the poly curtain or barrier tape) with a bucket of clean water, sponges and towels.
 - .6 Place filter cloth or seal and re-direct exhaust vents to protect contamination from dust and debris. Shut down any HVAC or fresh air intake in the work area.

NOTE: Do not commence work activities until safe work procedures and all documentation has been reviewed and understood by workers, foreman and supervisors. Only properly trained workers can perform work involving leaded paint finishes.

Workers are prohibited from smoking or eating in work areas. Gloves must be worn to control the transfer of leaded dust on hands.

- .2 Workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls over their street clothes, half-face respirators, gloves and eye protection before entering the work area. Half-face respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).
- .3 During the course of the work, care must be taken to keep the work area tidy, directly place drop sheets in trim removal areas and use drop sheets to wrap and transport waste materials to secure temporary storage areas. Do not leave excessive amounts of paint chip debris in work area, continually clean-up as the work progresses.
- .4 For removal of deteriorated wood trim & frame, mist and wet the surfaces prior to removal to control dust levels and mist the area to control dust levels throughout the course of the work.
- .5 Using non-powered hand tools to perform the work. Have the HEPA-equipped vacuum hose in the work area to capture dust and debris.
- .6 For cutting sections, use a HEPA equipped shroud on power tool to control dust and debris. Always perform cuts in areas protected with polyethylene drop sheets for ease of clean up.
- .7 Place all residual debris in the work area directly in waste bags for disposal, HEPA vacuum or wet wipe all horizontal surfaces in the work area (i.e. exterior window sills, horizontal areas)
- .8 Bag all small loose waste and seal with duct tape.

- .9 Plastic drop sheets, disposable suits, barrier tape and all other lead contaminated materials in waste disposal bin for disposal. Workers must don personal protective equipment while disposing of these materials. Where possible, HEPA vacuum loose debris from the drop sheet prior to disposing of the drop sheet to avoid any spillage. OR// Wet and fold poly drop sheets inwards to contain the residual debris and dispose of.
- .10 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
- .11 Exiting the work area, workers must remove disposable suits inside the work area; half-face respirators must be worn to the decontamination area. Place used disposable suits in a 6-mil waste bag.
- .12 Workers must thoroughly wash hands with soap and warm water. Then wash face around the respirator before removing the mask. Lead dust on hands and face is an ingestion hazard, as such, workers must ensure that hands and face are effectively decontaminated with thorough washing.
- .13 Verify that workers have access to fresh water and change as required prior to breaks and after each shift. Using a strainer or filter cloth, pour water into storm drain. Ensure that paint chips and leaded debris does not enter the drainage system. Discard used filter cloth in waste bags.
- .14 Waste bags with used filter cloth, loose paint chip debris and vacuum bags must be disposed of as a hazardous waste. Trim and siding waste materials with leaded finishes have been lead leachate tested. Designate materials above lead leachate requirements for disposal as a hazardous waste. Waste trim and siding materials below the lead leachate standard can be disposed of as general demolition waste.

Project Completion

- .15 Workers must don appropriate PPE to decontaminate tools and equipment prior to exiting the work area.
- .16 Workers must inspect the work area and ensure that all polyethylene, barrier tape, used suits and waste materials have been removed from the work area. Clean-up any paint chip debris observed and dispose in a 6-mil waste bag.
- .17 Perform a wet wiping of exterior window sills and horizontal surfaces to verify all lead dust and debris is removed.

.2 Surface Preparation for Painting & Clean-up of Paint Chip Debris

- .1 Surface preparation to include removal of loose, delaminating leaded paint chips, light sanding and may include pressure washing of existing surfaces to prime and paint all exterior wall surfaces, trim and window frames following Moderate risk work procedures.

Isolate the work area using polyethylene sheeting, barrier tape and warning signs. Work area isolation is achieved by a combination of the following control measures.

- .1 Cover scaffold platform and ground areas with polyethylene drop sheets or filter cloth. Where possible hang a poly curtain to separate the work area from doorway entrances. Work areas must be isolated from building occupants accessing their suite. Seal windows and entrances in the work area. Place lead hazard warning sign on the entry to the work area. If it is not possible to cover the floor area entirely, place plastic drop sheets or filter cloth under work area to catch any debris that may fall.
- .2 Secure the poly curtain to isolate doorway entrances with duct tape. To provide access to the work area, cut the poly curtain and hang a section of poly over the entrance.
- .3 Ensure that building occupants have been notified to not open windows during the course of the work.
- .4 Hazard caution barrier tape can also be used to define the work area. Place barrier tape at minimum 10 feet from the area where lead disturbance work occurs.
- .5 Set-up a decontamination area adjacent to the work area (outside of the poly curtain or barrier tape) with a bucket of clean water, sponges and towels.
- .6 Place filter cloth at storm drains for debris collection.

NOTE: Do not commence work activities until safe work procedures and all documentation has been reviewed and understood by workers, foreman and supervisors. Only properly trained workers can perform work involving leaded paint finishes. Workers are prohibited from smoking or eating in work areas. Gloves must be worn to control the transfer of leaded dust on hands.

- .2 During the clean up of loose paint chips prior to pressure washing or light sanding, workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls over their street clothes, half-face respirators, gloves and eye protection before entering the work area. Half-face respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).

If workers are NOT entering the work area to pressure wash the exterior (after completion of the clean-up), but are standing back from the building more than 10 ft., the personal protective equipment can be limited to gloves and eye protection. When workers are accessing the designated work area, performing clean-up, surface preparation with hand scrapers and in contact with painted finishes, PPE is required.

- .3 During the course of the work, care must be taken to keep the work area tidy, HEPA vacuum loose paint chips from horizontal surfaces and exterior including debris prior to pressure washing.
- .4 Workers pressure washing the existing siding, can perform work upon completion of the preliminary removal of loose paint chips.
- .5 Plastic drop sheets, disposable suits, barrier tape and all other lead contaminated materials in waste disposal bin for disposal. Workers must don personal protective equipment while disposing of these materials. Fold wetted poly drop sheets inwards to contain the residual debris and dispose of.
- .6 Check filter cloths intermittently at storm drains to verify they are placed properly to filter washing water. Change filters as required.
- .7 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
- .8 Exiting the work area, workers must remove disposable suits inside the work area; half-face respirators must be worn to the decontamination area. Place used disposable suits in a 6-mil waste bag.
- .9 Workers must thoroughly wash hands with soap and warm water. Then wash face around the respirator before removing the mask. Lead dust on hands and face is an ingestion hazard, as such, workers must ensure that hands and face are effectively decontaminated with thorough washing.
- .10 Verify that workers have access to fresh water and change as required prior to breaks and after each shift. Using a strainer or filter cloth, pour water into storm drain. Ensure that paint chips and leaded debris does not enter the drainage system. Discard used filter cloth in waste bags.
- .11 Waste bags with used filter cloth, loose paint chip debris and vacuum bags must be disposed of as a hazardous waste.

Project Completion

- .12 Workers must don appropriate PPE to decontaminate tools and equipment prior to exiting the work area.
- .13 Workers must inspect the work area and ensure that all polyethylene, barrier tape, used suits and waste materials have been removed from the work area. Clean-up any paint chip debris observed and dispose in a 6-mil waste bag.

PART 3 WASTE HANDLING AND DISPOSAL

.1 Waste Handling & Transfer

- .1 Waste materials with leaded paint finishes on trim and framing temporarily stored in the work area on drop sheets/filter cloth, must be transported to the waste disposal bin located on-site.
- .2 In the work area, workers must handle waste materials only with appropriate personal protective equipment including fibre-resistant (i.e. tyvek) disposable coveralls over their street clothes, half-face respirators, gloves and eye protection.
- .3 Loose, flaking, delaminating leaded paint finishes on waste materials and paint chip debris must be HEPA-vacuumed and/or washed free of debris by workers prior to transferring materials to disposal bin. The purpose of the vacuuming and/or washing of the waste materials in the work area is to control the spread of leaded paint chip debris during transfer to the disposal bin.
- .4 Workers are permitted to transfer sections of siding/trim waste materials using gloves only after the loose paint chips and debris have been removed by HEPA vacuuming.
- .5 To transfer waste materials from work area to disposal bin on-site, workers must check the pathway from the work area to disposal bin on the return trip and clean-up any paint chip debris observed.

.2 Disposal

- .1 Designate waste materials above lead leachate requirements for disposal as a hazardous waste. Waste trim and siding materials below the lead leachate standard can be disposed of as general demolition waste.
- .2 Disposal of all leaded hazardous waste will be conducted in accordance with the BC Ministry of Environment regulations pertaining to hazardous waste.
- .3 Leaded paint finishes on siding and trim must be sampled and tested following the toxicity characteristic leaching procedure (TCLP) for leachable lead, ASTM International Standard E 1908 – 3. Leachable lead waste defined by the Environmental Management Act Hazardous Waste Regulation as exceeding 5.0 mg/litre must be disposed of as a hazardous waste. TCLP results below the standard can be disposed of as general demolition waste.

END OF DOCUMENT

**SHORT FORM REQUEST FOR PROPOSAL PS20120176
CONTRACTING SERVICES FOR STUCCO ENVELOPE AND WINDOW
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**Appendix C
Existing Insurance**



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated

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

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**Appendix D
Terms and Conditions**

(See attached Professional Services Agreement)

**SHORT FORM REQUEST FOR PROPOSAL PS20120176
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**PRODUCT SUPPLY, DELIVERY AND INSTALLATION FORM OF AGREEMENT
CONTRACTING SERVICES FOR STUCCO ENVELOPE AND WINDOW REPLACEMENTS AT 450 AND
456 WEST BROADWAY**

THIS AGREEMENT made as of _____, 2012 (the “Effective Date”),

BETWEEN:

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

(the “City”)

AND:

[INSERT LEGAL NAME OF COMPANY], a company having an office at **[INSERT ADDRESS]**
(the “Supplier”)

WHEREAS:

- A. The City requires the supply, delivery and installation services described herein and wishes to engage the Supplier to perform said services.
- B. The Supplier has agreed to perform the said supply, delivery and installation services in accordance with the terms and conditions of this Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:

- (a) “**Additional Compensation**” has the meaning set out in Section 5.1;
- (b) “**Agreement**” means this Supply, Delivery and Installation Agreement inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- (c) “**Applicable Laws**” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Supplier, any Subcontractor and the Services, all as may be in force from time to time;

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- (d) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (e) **“Completion Date”** has the meaning set out in Section 8.1;
- (f) **“Contract Documents”** means this Agreement, the Proposal, the SF-RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (g) **“Delivery and Installation Services”** has the meaning set out in Section 2 of Schedule A;
- (h) **“Delivery Date”** has the meaning set out in Section 8.1;
- (i) **“Effective Date”** has the meaning set out above, and means the first day of the Term;
- (j) **“Event of Default”** has the meaning set out in Section 23.2 of this Agreement;
- (k) **“General Contractor”** means the contractor retained by the City to undertake the renovation of the Premises;
- (l) **“HST”** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, and any successor legislation thereto;
- (m) **“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);
- (n) **“Manufacturer”** in respect of a particular Good means the manufacturer of that Good;
- (o) **“Pre-Delivery Services”** has the meaning set out in Section 1 of Schedule A;
- (p) **“Premises”** means 450 and 456 West Broadway, Vancouver, British Columbia
- (q) **“Products”** means the **construction and ancilliary items that are necessary to complete the work** to be supplied to the City by the Supplier, as more particularly set out in Schedule B of this Agreement;
- (r) **“Product Specifications”** has the meaning set out in Section 6.1;
- (s) **“Project”** means **Contracting Services for Stucco Envelope and Window Replacements at 450 and 456 West Broadway;**

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- (t) **“Project Manager”** is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 25 of this Agreement, and is subject to change in accordance with Section 25.5 of this Agreement;
- (u) **“Proposal”** means the response to the SF-RFP submitted by the Supplier on [INSERT DATE] together with all correspondence between the City and the Supplier related thereto;
- (v) **“Purchase Order”** has the meaning set out in Section 9.1;
- (w) **“Services”** has the meaning set out in Section 4.1;
- (x) **“SF - RFP”** means Short Form - Request for Proposal # PS20120176 issued on (TO BE DETERMINED)
- (y) **“Standard of Work”** means the highest of:
 - (i) the standard imposed by law;
 - (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - (iii) the standard set forth in the Proposal;
 - (iv) the standard set forth in the SF - RFP; and
 - (v) the standard otherwise prescribed in this Agreement;
- (z) **“Supplier’s Personnel”** means the Supplier’s staff who are assigned to this Agreement to undertake the Services;
- (aa) **“Supplier’s Facility”** means the Supplier’s business premises;
- (bb) **“Subcontractors”** means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;
- (cc) **“Term”** has the meaning set out in Section 4.3; and
- (dd) **“WorkSafeBC Legislation”** means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia).

1.2 **Interpretation.** In this Agreement, including the recitals, Schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;

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- (b) each reference in this Agreement to “Section” or “Schedule” is to a Section of and a Schedule to, this Agreement;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

1.3 **Contract Documents.** The terms and conditions of the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

- (a) this Agreement including any amendments to this Agreement;
- (b) the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
- (c) the Proposal; and
- (d) the SF-RFP.

2. SUPPLIER’S REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties.** The Supplier represents and warrants that:

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

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- (b) the Supplier is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
 - (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
 - (d) the Supplier has a valid City of Vancouver business licence and will maintain such business licence in good standing for the Term;
 - (e) all statements made by the Supplier in its Proposal are true and accurate;
 - (f) the Supplier is an authorized distributor of the Products;
 - (g) the Supplier and the Supplier's Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Services in accordance with the terms of this Agreement;
 - (h) the Products meet or exceed the Product Specifications and the Supplier will install the Products in accordance with the Manufacturer's recommendations and requirements; and
 - (i) all Products will be new and the model approved by the City and free from defects and/or imperfections in material, workmanship or design.
- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.
- 3. PURCHASE OF THE PRODUCTS**
- 3.1 Subject to the terms and conditions of this Agreement, the City agrees to purchase and the Supplier agrees to sell the Products listed in Schedule B of this Agreement to the City at and for the unit prices stated in Schedule B.
- 4. SERVICES**
- 4.1 **Description of Services.** In addition to selling the Products to the City, the Supplier will provide and be fully responsible for the following services (collectively, the "Services"), as may be modified or amended pursuant to the terms of this Agreement:
- (a) the Pre-Delivery Services and the Delivery and Installation Services described in Schedule A of this Agreement;
 - (b) the services described elsewhere in this Agreement;
 - (c) the services described in the SF-RFP;

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- (d) the services which the Supplier agreed to provide in the Proposal; and
 - (e) any services not specifically covered in (a), (b), (c) or (d) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.
- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.
- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City's timetable indicated herein and in the SF-RFP, ending on the date that the Services are completed to the satisfaction of the City (the "Term").
- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.
- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Supplier at its sole cost upon written request of the City will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.
- 4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City's personnel and the City's contractors, subcontractors, consultants and suppliers including the General Contractor and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

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5. CHANGES TO SERVICES

5.1 **Right to Make Changes.** The City may request that the Supplier perform additional work beyond the scope contemplated by the Contract Documents in which case the City and the Supplier will agree, in writing, upon a reasonable estimate of the time the additional services will require and the cost of such services (“**Additional Compensation**”). Actual charges for the additional services will not exceed the amount of the Additional Compensation agreed upon between the City and the Supplier.

5.2 **Personnel.** The City may from time to time request reasonable changes to the Supplier’s Personnel, and the Supplier will comply with any such request. The Supplier will not change any of the Supplier’s Personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

6. PRODUCT SPECIFICATIONS AND DRAWINGS

6.1 **Requirements.** All Products supplied to the City by the Supplier pursuant to this Agreement must comply with the specifications, requirements and drawings set out in the Contract Documents or as otherwise agreed in writing between the City and the Supplier (the “**Product Specifications**”).

7. COMPENSATION

7.1 **Fees for Services.** Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, the City will pay the Supplier for the Delivery and Installation Services in accordance with Schedule B of this Agreement. Without limiting the Supplier’s obligation to perform all Services, the Supplier acknowledges that it will not invoice the City separately for any Services other than the Installation and Delivery Services and the cost of performing the Pre-Delivery Services and all other Services are deemed to be included in the fees for the Delivery and Installation Services.

7.2 **Product Prices.** The prices for the Products are set out in Schedule B and will remain fixed for a period of one year from the Effective Date.

7.3 **Supplier’s Costs.** The fees for the Delivery and Installation Services and the prices for the Products set out in Schedule B include all of the Supplier’s profit and all of the Suppliers costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except HST on the Products and the Services, as applicable) tools, supplies and materials.

7.4 **Manner of Payment.** The Supplier will be paid on the basis and at the times set out in Schedule B and Section 17 of this Agreement.

7.5 **No Additional Compensation unless Pre-Approved.** No Additional Compensation whatsoever will be payable by the City for work performed by the Supplier which has not been approved in accordance with Section 5.1 hereof.

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8. SCHEDULE

- 8.1 **Delivery Date and Completion Date.** The Supplier will commence the Delivery and Installation Services on **[INSERT DELIVERY DATE]** (the “**Delivery Date**”) and complete the Delivery and Installation Services to the satisfaction of the City by **[INSERT COMPLETION DATE]** (the “**Completion Date**”).
- 8.2 **Changes to Schedule.** The City may change the Delivery Date to account for changes in the Project schedule generally. If the City changes the Delivery Date then the Completion Date will also change by a corresponding number of days and the City will give the Supplier written notice of such change. Notwithstanding the foregoing, the Delivery Date will not occur before **[INSERT DATE]**.

9. ORDERING PRODUCTS

- 9.1 **Purchase Order.** The City will issue a purchase order (the “**Purchase Order**”) for the Products that it wishes to purchase from the Supplier.
- 9.2 **Effect of Purchase Order.** In the event of any conflict between the terms of an individual Purchase Order and the terms of any other Contract Document, the terms of the other Contract Document will have priority.

10. TITLE AND RISK

- 10.1 **Risk.** The Products will be at the Supplier’s sole risk for any loss or damage until the Supplier has completed the Delivery and Installation Services.
- 10.2 **Title.** Title to the Products will automatically pass to the City upon completion of the Delivery and Installation Services. The Supplier will deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to the Products to the City, free and clear of all liens, charges and encumbrances.

11. PRODUCT WARRANTY

- 11.1 **Warranty.** The Supplier will deliver to the City all such documentation as the City may reasonably require to evidence that the Products are subject to a Manufacturer’s warranty and if applicable, a Supplier’s extended warranty, on terms which are acceptable to the City. If any warranties are issued to the Supplier and not the City, the Supplier will take all such further steps and actions as may be required to assign the benefit of such warranties to the City.
- 11.2 **Warranty Effective Date.** The warranty period for a Product will not commence prior to the Delivery Date.

12. EXCLUSIVITY

- 12.1 **Not an Exclusive Supply Contract.** If the Supplier is not able to:

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- (a) supply a particular Product to the City;
- (b) supply the quantities of a Product required by the City;
- (c) deliver and install a particular Product in accordance with the deadlines set out in Section 8;
- (d) supply a Product to the City which meets the Product Specifications for such Product;
- (e) perform any of the Services when and where required by the City, or then in each such case, the City will be entitled, in its sole discretion, to purchase the particular Product or services from any other supplier.

13. SUBCONTRACTORS

13.1 **Use of Subcontractors.** The Supplier may retain Subcontractors to assist in the performance of the Services, provided that:

- (a) the Supplier will not subcontract all or substantially all of the Services to a Subcontractor;
- (b) the Supplier will require that the terms of this Agreement apply to the Subcontractors; and
- (c) the Supplier will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

13.2 **Standard of Care of Subcontractors.** The Supplier represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Supplier will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.

13.3 **Subcontractor Approvals.** The Supplier will only retain Subcontractors approved by the City in writing.

13.4 **Subcontractor Changes.** The Supplier will not change any Subcontractor without the prior written approval of the City. The City may, from time to time, where it reasonably believes performance to the Standard of Work is not being met by any Subcontractor(s), request changes to the Supplier's Subcontractors, and the Supplier will comply with any such request.

14. COMPLIANCE WITH LAWS AND TAXES

14.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Supplier will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

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- 14.2 **Regulatory Compliance.** The Supplier will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.
- 14.3 **Permits and Licenses.** The Supplier represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Supplier to supply the Products and provide the Services.
- 15. POLICIES, RULES AND REGULATIONS**
- 15.1 **Rules and Procedures.** The City may prescribe, and the Supplier will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:
- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
 - (b) environmental matters;
 - (c) accessibility matters;
 - (d) sustainability matters;
 - (e) the use of specific materials, goods or services;
 - (f) public information and communications; and
 - (g) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.
- 15.2 **Changes to Rules and Procedures.** The City may at any time upon notice to the Supplier amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Supplier and its Subcontractors.
- 15.3 **Safety.** The Supplier acknowledges the City's commitment to a superior standard of workplace safety. In addition to complying with all of the Supplier's health and safety obligations specified in this Agreement or otherwise prescribed by Applicable Law, the Supplier agrees to provide support for the City's safety objectives by making efforts to

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elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.

16. RELATIONSHIP OF THE PARTIES

16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

16.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including any Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 23.2) and will permit the City to terminate this Agreement pursuant to Section 23.1(b).

16.3 **No Conflicts of Interest.** The Supplier declares that to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Supplier will declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or potential conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Services

16.4 **No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the City and the Supplier.

17. PAYMENT

17.1 **Invoicing.** The City will not be required to make any payment to the Supplier under this Agreement until the Supplier delivers the Products to the Premises and completes

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- the Installation and Delivery Services to the satisfaction of the City. Upon the City confirming that a particular Product has been delivered to the Premises and that the Installation and Delivery Services for that Product have been completed to the satisfaction of the City, the Contractor will invoice the City in full for such Products and Installation and Delivery Services.
- 17.2 **Submission of Invoices.** Subject to Section 17.1, the Supplier will submit invoices to the City in respect of the Products and the completion of the Installation and Delivery Services by the Supplier in accordance with the prices set forth in Schedule B. Each invoice will be clearly itemized to show this contract number, the Delivery and Installation Services performed, amount of Products delivered, the HST, if applicable, and the Supplier's HST registration number.
- 17.3 **Address for Invoices.** All invoices will be directed to the following address:
CITY OF VANCOUVER
[INSERT APPLICABLE ADDRESS]
Attention: **[TO BE DETERMINED]**.
or such other address as the City may communicate to the Supplier from time to time.
- 17.4 **Time for Payment.** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 17.5, and any holdback required to be made under Applicable Law, the City will pay invoices submitted by the Supplier within 30 days of receipt thereof.
- 17.5 **Maintenance of Records.** The Supplier will keep, and will cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the purchase of the Products by the City and the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City and any of its duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Supplier, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.
- 18. WORKSAFEBC COMPLIANCE**
- 18.1 Prior to commencing the Services, the Supplier must provide evidence that it is in good standing with WorkSafeBC.
- 18.2 **Payment of WorkSafeBC Assessments** - The Supplier agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services. The Supplier agrees that the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Supplier. The City

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will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

- (a) ***Initial Proof of WorkSafeBC Registration/Good Standing*** - Within five (5) Business Days of the Effective Date, the Supplier will provide the City with the Supplier's and all Subcontractors WorkSafeBC registration numbers and with written confirmation from WorkSafeBC that the Supplier and all Subcontractors are registered and in good standing with WorkSafeBC and that all premiums, assessments and penalties have been paid to date.
- (b) ***Subsequent Proof of WorkSafeBC Registration/Good Standing*** - Within five (5) Business Days of a request by the City the Supplier will provide the City with written confirmation from WorkSafeBC that the Supplier and all Subcontractors are registered and in good standing with WorkSafeBC and that all premiums, assessments and penalties have been paid to date.
- (c) ***Special Indemnity Against WorkSafeBC Non-Compliance*** - The Supplier 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 WorkSafeBC assessments of the Supplier or any other employer for whom the Supplier is responsible under this Agreement;
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Supplier in the performance of the Services, or for whom the Supplier is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC Legislation or any other failure to observe the safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - (iii) any breach of this Section 18.This indemnity will survive the expiry or earlier termination of this Agreement.

19. INSURANCE AND INDEMNITY

19.1 Supplier's Insurance. Without limiting any of its obligations or liabilities under this Agreement, the Supplier will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the term of the Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial General Liability insurance in sufficient amounts and description to protect the Supplier, its Subcontractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

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The limit of commercial general liability insurance will be not less than \$2,000,000 per occurrence, or such higher amount as the City may require from time to time, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible will not exceed \$5,000 per occurrence.

The policy of insurance will:

- (i) be on an occurrence form;
 - (ii) add the City of Vancouver and its officials, officers, employees and agents as additional insureds;
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- (b) Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.
- (c) All-Risks property insurance covering the Supplier's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").
- 19.2 All insurance policies required by this Agreement will be in a form, in amounts and with insurers acceptable to the City's Director of Risk Management. All policies will provide that the insurer will provide the Manager, Facility Development with sixty (60) days prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.
- 19.3 The Supplier and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 19.4 Neither the providing of insurance by the Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.
- 19.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officers, officials, employees, or agents will be excess of the Supplier's insurance and will not contribute with it.

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- 19.6 Prior to the Effective Date, the Supplier will provide the City with evidence of all required insurance to be taken out in the form of a “Certificate of Insurance” (on the City’s form) and supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Supplier will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Risk Management at any time during the Term immediately upon request.
- 19.7 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this Section 19. Upon request, the Supplier will deposit with the Manager, Manager, Risk Management detailed certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.
- 19.8 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 19.9 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any wilful misconduct or negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
- 19.10 **Indemnity.** The Supplier will defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- (a) the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;
 - (b) any wilful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;
 - (c) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Products to the City; and
 - (d) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise.

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This indemnity will survive the expiry or earlier termination of this Agreement.

19.11 **Discharge of Liens.** The Contractor will make all payments and take all other steps which may be necessary to insure that all monies payable under this Agreement, the Products and any land owned by the City, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Supplier will fully defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses relating to such matters, and will , on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or court in which the same may appear.

19.12 **Rectification of Damage.** The Supplier will rectify any loss or damage caused by the Supplier in the performance of the Services at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Supplier will then pay to the City the costs of repairing the loss or damage promptly upon demand by the City. Where, in the opinion of the City it is not practical or desirable to repair the loss or damage, the City may estimate the cost of repairing the loss or damage and deduct such estimated amount from any amount owing to the Supplier.

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

21. NO PROMOTION

21.1 **No Promotion of Relationship.** The Supplier 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, 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 Supplier to perform the Supplier's obligations under the terms of this Agreement).

22. SUSTAINABILITY

22.1 The Supplier acknowledges the City's commitment to sustainability. The Supplier agrees that it will not use any products, supplies or chemicals in the course of performing the Services which have not been approved in writing by the City.

23. TERMINATION

23.1 **Rights of Termination.** This Agreement may be terminated before completion of the Services and before the expiry of the Term, anything to the contrary herein notwithstanding, as follows:

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- (a) by the City, at its option and for any reason in its sole discretion, upon 15 Business Days' notice to the Supplier; or
 - (b) by the City at its option, at any time after the happening of an Event of Default.
- 23.2 **Events of Default.** For the purposes hereof, an "Event of Default" will be deemed to occur if:
- (a) the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the City has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the City may terminate without providing a cure period with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;
 - (b) any Product which the Supplier has agreed to supply to the City does not meet the Product Specifications for that Product as determined by the City;
 - (c) the Supplier is not able to supply any Product by the Delivery Date or complete the Delivery and Installation Services by the Completion Date;
 - (d) there occurs or, in the reasonable opinion of the City, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the Supplier;
 - (e) the Supplier is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or
 - (f) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's reasonable determination, have an adverse impact on the delivery of the Services.
- 23.3 **Termination Payment.** Where this Agreement is terminated under Section 23.1, the City will pay to the Supplier such part of the compensation as the City, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the City on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon the termination of this Agreement and payment as required hereunder, the City will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Supplier hereunder.

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- 23.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.
- 23.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.
- 23.6 **Suspension of Services.** The City may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time specified in such notice. In that event the City will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the City in writing.
24. **ASSIGNMENT**
- 24.1 **No Assignment by Supplier without Consent.** The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.
- 24.2 **Change of Control.** If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 24.1.
- 24.3 **Effect of Assignment.** No assignment permitted by the City will relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- 24.4 **Assignment by the City.** The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.
25. **CONTRACT ADMINISTRATION**
- 25.1 **City Project Manager.** For the purposes of this Agreement, the City designates [TO BE DETERMINED] or their delegate as its Project Manager.

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- 25.2 **Supplier Project Manager.** For the purposes of this Agreement, the Supplier designates [TO BE DETERMINED] as its Project Manager.
- 25.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 25.4 The Supplier's Project Manager will meet with the City's Project Manager(s) on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.
- 25.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or fax number by written notice to the other party given in accordance with Section 26.1 of this Agreement.

26. NOTICES

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

**TO THE CITY:
CITY OF VANCOUVER
[TO BE DETERMINED]
[TO BE DETERMINED]**

**Attention: [TO BE DETERMINED]
Fax: [TO BE DETERMINED]**

**TO THE SUPPLIER:
[TO BE DETERMINED]
[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 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.

- 26.2 **Notice of Actions against Supplier.** The Supplier will provide written notice to both the City's Project Manager at the address set out in Section 26.1 and the City of Vancouver's Director of Legal Services at:

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

Attention: Director of Legal Services
Fax: (604) 873-7445

immediately upon the written threat or commencement of any actions brought against the Supplier or any of its Subcontractors or their respective affiliates, the outcome of which may affect the rights of the City or the ability of the Supplier to comply with its obligations under this Agreement.

27. TIME FOR PERFORMANCE

27.1 **Time of the Essence.** Time will be of the essence of this Agreement.

27.2 **Unavoidable Delay.** Notwithstanding Section 27.1, except for the performance of obligations to pay money, the time periods for the City and the Supplier's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but in the case of the Supplier, expressly excludes any and all delays caused by the Supplier's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Supplier's employees or Subcontractors' employees, or governmental action taken in the enforcement of law specifically against the Supplier or its Subcontractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

28. DISPUTE RESOLUTION

28.1 All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 28.5.

28.2 Subject to Section 28.7, in the event that (i) the parties agree to arbitration pursuant to Section 28.1, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be

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responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

- 28.3 If the parties agree to arbitration, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Supplier.
- 28.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 28.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- 28.7 No arbitration pursuant to Section 28.2 will be binding on the City (but will, at the City's option be binding on the Supplier) until the Supplier has permitted the City to conduct an audit of the Supplier's records pursuant to generally accepted auditing standards.

29. GENERAL

- 29.1 **City Information/Approval.** No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Supplier (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Supplier. For greater certainty, any information provided by the City to the Supplier, whether under the SF-RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Supplier for information purposes only and must be independently verified by the Supplier unless the City otherwise agrees in writing.
- 29.2 **No Waiver.** No action or failure to act by the City will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.
- 29.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 29.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.

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- 29.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 29.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 29.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 29.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Supplier.
- 29.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Supplier will be joint and several.
- 29.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 29.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 29.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 29.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.

**SHORT FORM REQUEST FOR PROPOSAL PS20120176
CONTRACTING SERVICES FOR STUCCO ENVELOPE AND WINDOW REPLACEMENTS AT
450 AND 456 WEST BROADWAY
FORM OF AGREEMENT**

29.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

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

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

[INSERT FULL LEGAL NAME OF CONTRACTOR]
By its Authorized Signatory(ies)

Authorized Signatory

Authorized Signatory

SCHEDULE A OF THE FORM OF AGREEMENT

SERVICES

Without limiting the Supplier's obligations under the Agreement, the Supplier will provide the Services set out in this Schedule A during the Term:

1. Pre-Delivery Services

The Supplier will perform the following Services (the "Pre-Delivery Services"):

(a) **Shop Drawings and Product Literature**

Prior to the City placing an order for any Products, the Supplier will deliver shop drawings, product literature and such other documentation that the City may require to confirm that each Product meets the Product Specifications. The review of such documentation by the City will be to confirm conformity with the Product Specifications and such review will not relieve the Supplier of responsibility for errors or omissions in such documentation or to deliver the Products in accordance with the terms and conditions of the Contract Documents including the Product Specifications.

(b) **Samples**

The Supplier will deliver a samples of items requested to the City by such date to allow for adequate review time without impeding the project delivery and installation schedule which meets the Product Specifications, for the City to test and approve prior to placing an order for all of the sampled items required for the Premises.

If the samples do not meet the Product Specifications and the City determines that the Supplier can rectify the problem without delaying the Project schedule then the Supplier will rectify the problem and deliver to the City a sample which meets the Product Specifications. Under no circumstances will the additional time granted to the Supplier pursuant to this Section affect the Supplier's obligation to meet the deadlines set out in Section 8 of the Agreement.

If the samples do not meet the Product Specifications and the City determines in its sole discretion that the Supplier is not capable of rectifying the problem then the City will be entitled to purchase these sampled items from another supplier pursuant to Section 12.1 of the Agreement or terminate the Agreement pursuant to 23.1(b) of the Agreement.

(c) **Site Meetings**

The Supplier will attend site meetings at the Premises or at another location requested by the City as requested by the City in order to follow the progress of the Project. The City anticipates that the Supplier will be required to attend at least two meetings per calendar month between the Effective Date and the Delivery Date.

(d) **Storage**

If the City is not ready for the Supplier to deliver and commence installation of the Products on the Delivery Date then the Supplier will store the Products at the Supplier's Facility, or a comparable facility, at the Supplier's cost, until the

City notifies the Supplier that it may commence delivery and installation of the Product.

2. Delivery and Installation Services

The Supplier will perform the following Services (the “Installation and Delivery Services”):

(a) **Delivery**

The Supplier will deliver the Products to the Premises commencing on the Delivery Date. The Supplier will unload and temporarily store the Products as directed by the City.

(b) **Installation**

The Supplier will:

- (i) install all Products and components thereof in a good and workmanlike manner, in accordance with industry best practices, the Manufacturer’s recommendations and the Product Specifications;
- (ii) install the Products in accordance with the drawings and plans provided by the City and in accordance with the directions of the City’s Project Manager;
- (iii) inspect and test all Products and components thereof to ensure that they operate as intended;
- (iv) replace any broken, scratched, disfigured or inoperable components;
- (v) remove all labels, packaging and protective materials unless still required to protect Products;
- (vi) thoroughly clean and remove any stains spots or marks from all Products and components thereof and clean-up any dirt, dust or debris brought into the Premises by the Supplier or its Subcontractors; and
- (vii) repair any damage whatsoever including wear and tear to the Premises which is caused by the Supplier or its Subcontractors.

(c) **Temporary Products**

If the Supplier is unable to deliver and install any Products to meet the deadlines set out in Section 8 of the Agreement then, without limiting the City’s rights under Section 12.1 or 23.1(b) of the Agreement, the City may require the Supplier to provide temporary products (the “Temporary Products”) at no cost to the City in order to enable the City to commence operations at the Premises. Under no circumstances will the delivery of Temporary Products by the Supplier relieve it of its obligations under this Agreement, including the obligation to deliver and install Products which meet the Products Specifications. Where following the delivery of Temporary Products by the Supplier the City determines, acting reasonably, that the Supplier will not be able to deliver and install Products which meet the Product Specifications, the City may immediately exercise its rights under Section 12.1 or 23.1(b) of the Agreement.

(d) **Clean-Up**

The Supplier will clean-up all dust, dirt, debris left in the Premises by the Supplier or its Subcontractors and leave the Premises in a condition acceptable to the City.

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- (e) **Disposal and Recycling**
The Supplier will remove from the Premises all debris, waste or packaging generated by the performance of the Services by the Supplier and will recycle all materials which are capable of being recycled. The Contractor will dispose of any materials which cannot be recycled in accordance with Applicable Laws.
 - (f) **Demonstration and Acceptance by City**
Upon completion of the Services set out in subsection (b) above, the Supplier will provide the City's Project Manager or other designated City personnel with a demonstration of the operation of each Products supplied and installed by the Supplier and make any adjustments required by the City. If the City determines that any Product does not meet the Product Specifications, does not operate in accordance with the Manufacturer's specifications or is damaged in any way then the Supplier will take whatever steps are required to rectify the situation including, if necessary, replacing the Products.
 - (g) **Manuals and Warranty Documentation**
The Supplier will deliver all manuals, brochures and warranty documentation to the City's Project Manager on or before the date that the Supplier provides a demonstration of the Products pursuant to subsection (f) above.
 - (h) **Training**
The Supplier will provide the City's Project Manager or other designated City personnel with training on the proper use and care of all Products. The training will include instruction on operation, care, cleaning and preventative maintenance.
 - (i) **Warranty Services**
The Supplier will provide warranty service to the City on each Product supplied by the Supplier in accordance with the warranty terms and conditions specified by the City.

SCHEDULE B OF THE FORM OF AGREEMENT

PRICING

Table 1: Proposed Price

Item	Description (By Activity, Milestone and/or Deliverable)	Price
1.	Repair or replace the existing windows on the third floor above the main entrance of the Maintenance division and repair or repair stucco where required due to this construction	\$
2.	Repair and paint exterior walls of 450 and 456 West Broadway	\$
3	Construction at Northwest corner of 456 West Broadway and installation of new doors and windows at Northwest corner of 456 West Broadway	\$
4.	Renovation of brick wall at south end and behind the staircase	\$
5.	Patching and Repair Work at 450 West Broadway (as per Appendix B)	
6.	Patching and Repair Work at 458 West Broadway (as per Appendix B)	
	Total Price for Table 1 (excluding applicable taxes)	\$

Please note that any structural repair and the repair of rotten wood members and interior finish will be at extra cost based on labour and material, see Table 2 below

Table 2:
Labour and Materials

Item	Description (Labour or Material category)	Unit (Hourly, Lot or Each)	Unit Rate
1.	Remove and Repair Stucco	Square Foot	\$
2.	Replacement of Wood Window	Each	\$

3.	Replacement of window if wood window not applicable	Each	\$
4.	Replacement of cracked and/or broken glass	Square Foot	\$
5.	Remove and re-caulk failed sealant	Square Foot	\$
6.	Carpenter	Per Hour	\$
7.	Roofing Services (one person)	Per Hour	\$

SCHEDULE C OF THE FORM OF AGREEMENT

CERTIFICATES OF INSURANCE

[TO BE ATTACHED AT TIME OF CONTRACT SIGNING]

SCHEDULE D OF THE FORM OF AGREEMENT

WORKSAFEBC CLEARANCE LETTERS

[TO BE ATTACHED AT TIME OF CONTRACT SIGNING]