



## **REQUEST FOR PROPOSAL**

### **ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT**

**RFP No. PS20120838**

**Issue Date: November 9, 2012**

**Issued By: City of Vancouver**

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**PART A - INTRODUCTION**

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**1.0 OVERVIEW OF RFP**

- 1.1 This Request for Proposal (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring professional services related to the design and construction of a proposed Kensington Hall replacement and expanded child care facilities. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP.
- 1.3 The City is interested in selecting a Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL DECLARATION FORM IN PART C.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 24 of Part B below.
- 1.8 This RFP consists of 4 parts:
- (a) **PART A - INTRODUCTION:** This part sets out the key dates and information for the RFP process;
  - (b) **PART B - INSTRUCTION TO PROPONENTS:** This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
  - (c) **PART C - FORM OF PROPOSAL:** This part contains the City’s requested format and content for Proposals;
  - (d) **PART D - ARCHITECT AGREEMENT:** This part contains the City’s proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

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**2.0 KEY DATES**

2.1 Proponents should note the following key dates:

<b>Event</b>	<b>Time/Date</b>
Deadline for submission of Information Meeting and Site Visit Response form	Monday, November 19, 2012 at 12:00pm
Site and Information Meeting	Tuesday, November 20, 2012 at 11:15am
Deadline for Enquiries	Tuesday, November 27, 2012 at 4:00pm
Closing Time	Tuesday, December 4, 2012 at 3:00pm
Interviews for Short-listed Proponents	January, 2013

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

**3.0 CONTACT PERSON**

3.1 The Contact Person for this RFP is:

Philip Lai, SCMP, P.Log  
Buyer II  
[purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. In-person or telephone enquiries are not permitted.

**4.0 SUBMISSION OF PROPOSALS**

4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).

4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Architectural Services for Kensington Hall Redevelopment; PS20120838”) to the following address:

City of Vancouver, City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia, Canada, V5Y 1V4

4.3 Proposals submitted in-person or by courier must be delivered to the Information Desk on the Main Floor Rotunda at the foregoing address.

4.4 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Declaration Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

4.5 Proposals must not be submitted by fax or email.

4.6 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.

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- 4.7 Proposals should be bound but **NO** 3-ring binders. The City requests that **THREE (3)** hard copies of each Proposal (or amendment) be submitted, though it is not necessary to submit more than **ONE (1)** copy of the Proposal Declaration Form. Also, **ONE (1)** digital copy on a CD/DVD/flashdrive is to be submitted in the same format as the hard copy of the proposal.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in the RFP.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

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**PART B - INSTRUCTIONS TO PROPONENTS**

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

**1.0 OVERVIEW**

1.1 This RFP identifies a business opportunity for the successful Proponent (the “Architect”) to provide professional services related to the design and construction of the proposed Kensington Hall replacement and expanded child care facilities. This work involves the following phases:

- a) Pre-Design Phase (Programming and Site Planning);
- b) Schematic Design Phase;
- c) Design Development Phase;
- d) Construction Documentation Phase;
- e) Pre-Qualification and Tender Bidding Phase;
- f) Construction & Post Construction, Contract Administration Phase; and
- g) Post Construction

Further information on the services required is provided in Part C - Form of Proposal and within the Architect Agreement (Part D).

1.2 The Architect will be the Managing Consultant, responsible for coordinating the work of all consultants engaged for the delivery of the Project, whether hired by the Architect or by the City and will act as the payment certifier in respect of the Construction Work.

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

1.4 Each Proposal must address each of the following engineering and other specialties:

- a) Structural engineering;
- b) Mechanical engineering;
- c) Electrical engineering;
- d) Civil engineering;
- e) Cost consulting;
- f) Landscape architecture;
- g) Certified professional work (for application for the building permit);
- h) Building envelope professional consulting; and

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- i) LEED consulting.
- 1.5 The City will contract separately with the following consultants who will be managed by the Architect for:
- a) Geotechnical consulting;
  - b) Environmental consulting;
  - c) Communications; and
  - d) Security.
- The persons in the disciplines described in 1.4 and 1.5 above will form the consultant team (the “Consultant Team”).
- 1.6 Kensington Hall, part of Kensington Community Centre, located at 5175 Dumfries Street, in Vancouver is City-owned and operated by the Vancouver Board of Parks and Recreation. The site is bounded by Dumfries Street to the east, Knight Street to the west, 33rd Avenue to the north, and 37th Avenue to the south (please see Appendix 3 - Context Plan).
- 1.7 The existing stand-alone building will be demolished (deconstructed) and replaced by an enlarged free-standing facility, with facilities to accommodate:
- a) Childcare for sixty nine (69) children;
  - b) Martial arts programs;
  - c) A family support centre;
  - d) Music lessons;
  - e) A pottery studio; and
  - f) A staff area.
- 1.8 The projected building area is approximately 11,400 square feet. (Please see Appendix 6 - Kensington Hall Space Program).
- 1.9 The anticipated Construction Budget is six million dollars (\$6,000,000).
- 1.10 The City has not determined whether the eventual construction contract will be a stipulated sum construction contract or a construction management contract to be converted into a stipulated sum or upset price contract.
- 1.11 The Consulting Team will work with the “Building Committee”, which is scheduled to consist of staff of the Board of Parks and Recreation (“**Park Board**”), City social development planners and Kensington Community Centre Association representatives.
- 1.12 The Consultant Team will develop documentation and assist in managing necessary public meetings related to receiving Building Committee, Park Board, City of Vancouver Board of Variance, development permit and building permit approvals.

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- 1.13 A feasibility study was undertaken by Shape Architecture Inc. in 2011 for a significantly smaller development consisting of a preschool with a capacity for twenty (20) students. A copy of the Feasibility Study is available to interested parties who follow the instructions below:
- (a) Proponents will need to review the feasibility study prior to and during the Information Meeting and Site Visit, and to finalize their Proposals.
  - (b) The procedure for the release of sensitive materials (“SM”) is as follows:
    - (i) This RFP (without the SM) is initially released;
    - (ii) Upon submitting Appendix 1 - “Information Meeting and Site Visit Attendance Form” and an executed Appendix 2 - “Non-Disclosure Agreement”, which sets forth the legal obligations the Proponent must meet for RFP PS20120838, the City will allow the Proponent to review the SM and attend the Information Meeting and Site Visit.
    - (iii) After completion of 1 and 2 above and confirmation by the Contact Person listed in this document, the Proponent will be directed how to receive the SM.
- 1.14 The City is particularly interested in receiving Proposals from interested firms with expertise in site planning, functional programming, design of institutional or public facilities (including childcare and recreational facilities), design of LEED-certified buildings, and innovative uses of structures and materials.
- 1.15 The City’s requirements stated herein (the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 2.0 SUSTAINABILITY**
- 2.1 The City’s Ethical Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> align the City’s overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. To the extent applicable, the Ethical Procurement Policy will be referred to in the evaluation of Proposals, and any successful Proponent will be expected to adhere to the Supplier Code of Conduct.
- 2.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.
- 3.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 3.1 The City may amend the RFP or make additions to it at any time.
- 3.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 3.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2



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**4.0 INFORMATION MEETING AND SITE VISIT**

4.1 A Proponents' information meeting and site visit (the "Information Meeting and Site Visit") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Date: Tuesday, November 20, 2012

Time: 11:15 am

Location: Lobby of Kensington Community Centre, 5175 Dumfries Street, Vancouver, BC

Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

4.2 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

4.3 Potential Proponents interested in attending the Information Meeting must pre-register for the information meeting and site visit by completing and submitting the Information Meeting and Site Visit Attendance Form (Appendix 1) by fax to 604-873-7057 or e-mail to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) by 12:00 PM, November 19, 2012

4.4 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 3.0 above.

**5.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS**

5.1 The City's Director of Supply Chain Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.

5.2 It is the responsibility of all Proponents to thoroughly examine this document and amendments and addenda thereto and to satisfy itself as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person.

**6.0 CONTRACT REQUIREMENTS/DEVIATIONS AND VARIATIONS**

6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.

6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

**7.0 PRICING**

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

7.2 Prices must be quoted in Canadian currency.

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**8.0 EVALUATION OF PROPOSALS**

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal or Proposals offer the overall best value to the City based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':
- (a) ability to deliver the Requirements (as defined in Part B) as and when required;
  - (b) skills, knowledge and previous experience;
  - (c) proposed plans and work schedules;
  - (d) proposed innovative designs;
  - (e) proposed operations and maintenance enhancements'
  - (f) business reputations and capabilities; and
  - (g) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.

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- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (h) accept any Proposal;
  - (i) reject any Proposal;
  - (j) reject all Proposals;
  - (k) accept a Proposal which is not the lowest-price proposal;
  - (l) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (m) reject a Proposal even if it is the only Proposal received by the City;
  - (n) accept all or any part of a Proposal;
  - (o) split the Requirements between one or more Proponents; and

8.10 enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

**9.0 ALTERNATIVE SOLUTIONS**

9.1 If in addition to proposing services which meet the requirements set out in this RFP, a Proponent wishes to offer an alternative, the alternative solution is to be described separately on an appendix within the Proposal. Any pricing impact of the alternative solution should be separately detailed in the Proposal.

**10.0 CERTAIN APPLICABLE LEGISLATION**

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

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

**11.0 LEGAL TERMS AND CONDITIONS**

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

11.2 Potential Proponents should review the Proposal Declaration Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal

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Declaration Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.

- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (c) With limited exceptions set forth in such Appendix 1 to the Proposal Declaration Form, any dispute between the City and a Proponent will be subject to arbitration.
- (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (e) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (g) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any

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other submissions), including, without limitation, records relating only to the Proponent.

- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City.
- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) architectural services to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America.
- (m) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

## **12.0 DEFINITIONS**

12.1 For greater certainty and without limitation to any of this City's rights set out in this Agreement when the term "must" precedes a requirement regarding the content or format of a Proposal such a requirement is mandatory. When the terms "should", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.

12.2 In this RFP, the following terms have the following meanings:

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**PART B - INSTRUCTIONS TO PROPONENTS**

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- (a) **“Agreement”** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
  - (b) **“Architect Agreement”** means the Form of Agreement;
  - (c) **“Architect’s Consultant”** means each or any sub-consultant identified in a Proponent’s Proposal.
  - (d) **“City”** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
  - (e) **“Form of Agreement”** means the form of agreement contained in Part D of the RFP;
  - (f) **“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);
  - (g) **“Project”** means the project described in RFP No. PS20120838 - Architectural Services for Kensington Hall Redevelopment;
  - (h) **“Proponent”** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
  - (i) **“Proposal”** means a proposal submitted in response to the RFP; and
  - (j) **“Proposal Declaration Form”** means the form labelled as such and contained in Part C of the RFP, including Appendix 1 thereto.
  - (k) **“RFP”** means the documents issued by the City as Request for Proposal No. PS20120838 - Architectural Services for Kensington Hall Redevelopment, including all amendments and addenda.
- 12.3 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

**REQUEST FOR PROPOSAL NO. PS20120838**  
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**PART C - FORM OF PROPOSAL**

**1.0 INTRODUCTION**

1.1 This Part C - Form of Proposal contains the format and information requested by the City to be contained in each Proponent's Proposal, as well as the Proposal Declaration Form, under the cover of which each Proposal must be submitted (beginning at page C-[] below).

1.2 The Proponent's Proposal should contain two sections:

- (a) Commercial Proposal; and
- (b) Management Proposal.

1.3 The Commercial Proposal should contain the following sections, as more particularly described in this Part C - Form of Proposal under the heading "Instructions for Commercial Proposal":

- (a) Pricing;
- (b) Insurance;
- (c) WorksafeBC; and
- (d) Deviations and Variations.

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

- (a) Company Profile;
- (b) Key Personnel
- (c) References;
- (d) Architect's Consultants;
- (e) Requirements Overview;
- (f) Sustainability; and
- (g) Project Timeline.

1.5 Each Proponent should note Section 9 of Appendix 1 to the Proposal Declaration Form and should include in its Management Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.

**2.0 INSTRUCTIONS FOR COMMERCIAL PROPOSAL**

**2.1 PRICING**

- (a) Fees shall be quoted as lump-sum on a phase basis, by specialty. It is expected that the proponents are familiar with the proposed type of the project and that reasonable

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understanding of all project phases would inform the proposal. Each Proponent must provide the following information:

- (i) The hourly and daily charge out rates for the Proponent’s team members, including the Architect’s Consultants;
  - (ii) A breakdown, by phases, of the total maximum proposed fee into the costs associated with each team member, (except HST);
  - (iii) A breakdown, by phases, of the total estimated disbursements into the costs associated with each team member, (except HST) with a description of all disbursements;
  - (iv) A total estimated amount for disbursements, exclusive of taxes (except HST, which is to be shown separately), including all costs associated with the Basic Services described in Part D of this RFP;
  - (v) A total fee for the services, exclusive of all disbursements and taxes (except HST, which is to be shown separately), including all costs associated with the Basic Services described in Part D of this RFP;
  - (vi) A description of all costs associated with project team members and any consultants and/or Contractors that are to be utilized outside of the project team; and
  - (vii) A description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.
- (b) Each Proponent must copy and customize the pricing tables set out below for inclusion in its Proposal (If the “Activity/Role” is not applicable to the phase, please mark “N/A”)

**Table 1: Charge-Out Rates**

Activity/Role	Proposed Rates	
	per Hour	per Day
Managing Consultant	\$	\$
Structural	\$	\$
Mechanical	\$	\$
Electrical	s	s
Civil	\$	\$
Cost Consultant	\$	\$
Landscape Architect	\$	\$
Certified Professional for permits	\$	\$
Building Envelope Professional	\$	\$
LEED Consultant	\$	\$



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Table 2: Pre-Design Phase (Programming and Site Planning)

Work Task / Phase/ Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Pre-Design Phase (Programming and Site Planning)		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total of Estimated Disbursements for Pre-Design Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Pre-Design Phase</b>				<b>\$</b>

Table 3: Fees for Schematic Design Phase

Work Task / Phase/ Deliverable	Team Members	Activity/Role	Proposed Fee	Estimated Disbursements
Schematic Design Phase		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total of Estimated Disbursements for Schematic Design Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Schematic Design Phase</b>				<b>\$</b>

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**Table 4: Fees for Design Development Phase**

<b>Work Task / Phase/ Deliverable</b>	<b>Team Members</b>	<b>Activity/Role</b>	<b>Proposed Fee</b>	<b>Estimated Disbursements</b>
<b>Design Development Phase</b>		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total of Estimated Disbursements for Design Development Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Design Development Phase</b>				<b>\$</b>

**Table 5: Fees for Construction Documentation Phase**

<b>Work Task / Phase/ Deliverable</b>	<b>Team Members</b>	<b>Activity/Role</b>	<b>Proposed Fee</b>	<b>Estimated Disbursements</b>
<b>Construction Documentation Phase</b>		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total of Estimated Disbursements for Construction Documentation Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Construction Documentation Phase</b>				<b>\$</b>

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**Table 6: Pre-Qualification & Tender Bidding Phase**

<b>Work Task / Phase/ Deliverable</b>	<b>Team Members</b>	<b>Activity/Role</b>	<b>Proposed Fee</b>	<b>Estimated Disbursements</b>
<b>Pre-Qualification &amp; Tender Bidding Phase</b>		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total of Estimated Disbursements for Pre-Qualification &amp; Tender Bidding Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Pre-Qualification &amp; Tender Bidding Phase</b>				<b>\$</b>

**Table 7: Construction & Post Construction, Contract Administration Phase**

<b>Work Task / Phase/ Deliverable</b>	<b>Team Members</b>	<b>Activity/Role</b>	<b>Proposed Fee</b>	<b>Estimated Disbursements</b>
<b>Construction &amp; Post Construction, Contract Administration Phase</b>		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical	\$	\$
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant & LEED Registration / Administration	\$	\$
<b>Total of Estimated Disbursements for Construction &amp; Post Construction, Contract Administration Phase</b>				<b>\$</b>
<b>Total of Proposed Fee for Construction &amp; Post Construction, Contract Administration Phase</b>				<b>\$</b>

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**Table 8: Disbursements\***

Estimated Disbursements - Table 2	\$
Estimated Disbursements - Table 3	\$
Estimated Disbursements - Table 4	\$
Estimated Disbursements - Table 5	\$
Estimated Disbursements - Table 6	\$
Estimated Disbursements - Table 7	
<b>Total Estimated Disbursements (before HST)</b>	<b>\$</b>

\*Estimated Disbursements will be compensated at actual cost

**Table 9: Proposed Fees**

Proposed Fee for Table 2	\$
Proposed Fee for Table 3	\$
Proposed Fee for Table 4	\$
Proposed Fee for Table 5	\$
Proposed Fee for Table 6	\$
Proposed Fee for Table 7	
<b>Total Proposed Fee (before HST)</b>	<b>\$</b>

**Table 10: Total Price**

Total Estimated Disbursements as per Table 8	\$
Total Proposed Fee as per Table 9	\$
<b>Total Proposed Price (Not including HST)</b>	<b>\$</b>
<b>HST</b>	<b>\$</b>
<b>Total Proposed Price (including HST)</b>	<b>\$</b>

- (c) The City's standard payment terms are "net 30 days" after receipt of an approved invoice, however any discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Proponents should indicate in their Proposals if they require other than "net 30 days" payment.
- (d) Proponents should describe if Electronic Fund Transfer (EFT) is available.
- (e) Proponents may offer alternative pricing options.

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**2.2 INSURANCE REQUIREMENTS**

- (a) Proponents should submit with their Proposals a Certificate of Existing Insurance, in the form of Appendix 8 - “Certificate of Pre-Existing Insurance”, duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 5.6.8 of Part D - Architect Agreement, should they be selected as the successful Proponent.
- (b) The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the “Certificate of Professional Liability Insurance” attached as Appendix 4 of Part D and the “Certificate of Commercial General Liability Insurance” attached as Appendix 5 of Part D. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

**2.3 WORKSAFEBC REQUIREMENTS**

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

**2.4 DEVIATIONS AND VARIATIONS**

- (a) Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.
- (b) Where the Proponent is proposing the use of contract language or clauses other than those set out in Part D - Architect Agreement, including any and all schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Architect Agreement unless otherwise indicated by the Proponent.

**3.0 INSTRUCTIONS FOR MANAGEMENT PROPOSAL**

**3.1 COMPANY PROFILE**

- (a) Provide a description of the Proponent’s company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the Proponent’s success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed subcontractor to the Proponent.
- (b) Provide the following information:

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Proponent's Name: \_\_\_\_\_  
"Proponent"

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

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

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

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

GST/HST Registration No.: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

City of Vancouver Business License Number: \_\_\_\_\_  
*(If your office is located in Vancouver or N/A if not applicable)*

WorkSafeBC Account Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_  
*(or N/A if not applicable)*

**3.2 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 the Project.
- (b) Include an organization chart for the Proponent's proposed Project team, identifying the team leader or Architect's project manager, and all roles and areas of responsibility.
- (c) Preference will be given to Proponents proposing teams that demonstrate knowledge and experience involving functional programming, site planning, design of public facilities including child care facilities and recreational facilities. Proponents must state the knowledge and experience of each proposed team member.

**3.3 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. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.
- (b) Submit a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent

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consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

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

- (c) Provide images of Proponent’s work (maximum of 6 pages) and images from proposed landscape and structural consultants (two pages each).

**3.4 ARCHITECT’S CONSULTANTS**

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

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

**3.5 REQUIREMENTS OVERVIEW**

- (a) Part D - Architect Agreement, including Schedule A thereto, provides details on the scope, specifications and drawings related to the work to be completed by the successful Proponent. In addition, as part of its Proposal, each Proponent should submit a task-by-task work plan that will ensure the delivery of the specified services and/or facilities. The work plan should be in sufficient detail to demonstrate to the City that the Proponent fully understands and is committed to delivering the requirements of the scope, specifications and drawings. The work plan should include, but not be limited to, the following:

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- i) Pre-Design (Programming and site planning) and Schematic Design: The Architect shall provide draft documents for review and approval by the City's Building Committee and Capital Planning Oversight Committee.
  - ii) Design Development: The Architect shall provide draft documents at 25% completion of the design development phase for review and approval by City of Vancouver representatives, in order to permit verification that the project is following the approved schedule, consistent with prior approvals, with respect to LEED™, budget, and program delivery, prior to any development permit submission. Approvals will be required from the City's representative, prior to commencement on the development permit submission.
  - iii) Construction Documentation: The revised and updated documents at the end of design development shall be submitted with final design scope to be reviewed by all parties and approved as the basis for the technical information in the tender documents.
  - iv) Prequalification and Tender Document Assistance: The Architect will assist in the prequalification criteria and review for short-listing of potential Contractors. Starting with the approved design development documents, the tender documents will provide detailed documentation of the scope for construction. These documents will be reviewed by the City's Project Manager and other City representatives at the 25%, 50% and 80% completed stages.
  - v) Tendering: After approval of the funding, the Architect will be required to provide all technical documentation to the City for tendering. The tendering will be managed by the City's Supply Chain Management department. The Architect and the Consultant Team will be required to review and comment on the tender documents before issuance and assist in answering any questions related to the issuance of the tender documents, and associated amendments, addendums and questions and answers.
  - vi) Construction Administration Services: The Architect and the Consultant Team will prepare record drawings based on changes issued during construction and the contractors' as-built drawings and will administer the construction contract on behalf of the City and provide a full scope of architectural services. A lump-sum bid contract using the City's standard document based on the CCDC-2 form of contract may be used. The Architect and the Consultant Team shall allow for progress inspections and reports during construction as appropriate.
  - vii) As a LEED™-registered project the preparation of documentation and the application for the certification and follow-up correspondence and payment will be necessary after completion of the building.
- (b) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

### 3.6 PROJECT TIMELINE

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



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**TABLE 1: PROJECT TIMELINE**

DESCRIPTION	TARGET DATE
Start Date	January 2013
Submission of Draft Documents at completion of Pre-Design Phase, for review by City.	To Be Determined
Submission of Draft Documents at Eighty Percent (80%), Schematic Design Stage, for review by City.	To Be Determined
Submit Final Design Development and Design Scope Documents for review by City.	To Be Determined
Submission of Draft Documents at Fifty Percent (50%) Construction Documents Stage for review by City*	To Be Determined
Submission of Draft Documents at Eighty Percent (80%) Construction Documents Stage for review by City*	To Be Determined
Submit Tender Ready Construction Documents	To Be Determined
Assist in Construction Contractor Pre-Qualification and Evaluation.	To Be Determined
Assist in Tender Process and Available for Technical Information; Assist in Evaluation Process and Decision For Award	June 2013
Oversee Construction	To Be Determined
Substantial Completion of Construction	May 2014

The Architect's Cost Consultant to review the project and estimate the construction costs at the 25%, 50% and 80% submittals.

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

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PROPOSAL DECLARATION FORM

RFP No. PS20120838

Architectural Services for Kensington Hall Redevelopment (the "RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Declaration Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

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**APPENDIX 1 TO PROPOSAL DECLARATION FORM**

**LEGAL TERMS AND CONDITIONS**

**1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

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

**2 DEFINITIONS**

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Declaration Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Declaration Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Declaration Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Declaration Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20120838, as amended from time to time and including all addenda.

**3 NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Declaration Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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**4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

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

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

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

**5.4 Acceptance or Rejection of Proposals**

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

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

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

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

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unanticipated obligations or duties merely alleged or actually imposed judicially))

- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

## **6.2 Indemnity by the Proponent**

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

- (n) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (o) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (p) liability on any other basis related to the RFP or the proposal process.

## **6.3 Limitation of City Liability**

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## **7 DISPUTE RESOLUTION**

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
  - i. bind the City, the Proponent and the arbitrator; and

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- ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

**8 PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

**8.2 Proponent's Submission Confidential**

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

**8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

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

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in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) architectural services of any kind to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to the foregoing organizations, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

**9.4 Declaration as to Lobbyist Status**

The Proponent confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

**10 NO PROMOTION OF RELATIONSHIP**

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, “City of Vancouver”, “Vancouver Police Board”, “Vancouver Public Library”, “Vancouver Park Board”, “Vancouver Board of Parks and Recreation”, or any other reference to any of the foregoing, without the express prior written consent of the City.

**11 GENERAL**

- (a) All of the terms of this Appendix 1 to this Proposal Declaration Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not

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affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_



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



# ARCHITECT AGREEMENT

ARCHITECT: [TO BE DETERMINED]

PROJECT: ARCHITECTURAL SERVICES FOR KENSINGTON HALL  
REDEVELOPMENT

CITY OF VANCOUVER

[DATE], 2012

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## ARCHITECT AGREEMENT

THIS ARCHITECT AGREEMENT is made as of [DATE]

BETWEEN:

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

(the “City”)

AND:

[ARCHITECT NAME], architects, having an office at

[Address],

(the “Architect”)

### BACKGROUND:

- A. The City is undertaking the redevelopment of Kensington Hall, part of the Kensington Community Centre, located at 5175 Dumfries Street in Vancouver (the “Project”), and wishes to engage the Architect to provide design services and construction administrative services therefor.
- B. The Architect has agreed to provide to the City the services it requires on the terms and conditions set out herein.

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

### ARTICLE 1.0 DEFINITIONS

In this Agreement the following definitions apply:

1.1 “Additional Services” means those Services that are not included within the scope of Basic Services, which the City may request the Architect to provide subject to the terms of this Agreement;

1.2 “Agreement” means this Architect Agreement between the City and the Architect, including the following schedules and appendices which are incorporated in this Agreement and form a part hereof:

Schedule A	Scope of Project
Schedule B	Fees for Architect’s Services
Schedule C	Construction Budget and Project Schedule
Schedule D	Architect’s Consultants
Appendix I	Request for Proposals PS20120838
Appendix II	Architect’s and Architect’s Consultants’ Proposals

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Appendix III	WorkSafeBC Registration Confirmation
Appendix IV	Certificate of Professional Liability Insurance
Appendix V	Certificate of Commercial General Liability Insurance

- 1.3 “**Architect**” means the Managing Consultant when acting in its capacity to provide overall liaison, control, coordination and communication between all parties for the Project.
- 1.4 “**Architect’s Consultant**” means a person, firm or company retained, with the approval of the City, and compensated by the Architect, to provide consulting services for the Project, as listed in Schedule E.
- 1.5 “**Architect’s Proposal**” means the Architect’s proposal titled “ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT” submitted to the City on [Date] in response to the RFP, which is attached as Appendix II.
- 1.6 “**Basic Services**” means the services the Architect is to perform for the City as described in this Agreement, including without limitation, ARTICLE 2.0, ARTICLE 4.0, Schedule A and Appendix II hereof.
- 1.7 “**City**” means the City of Vancouver acting as a corporate entity and as owner of the Project Site and expressly excludes the City while acting in its capacity as a municipal regulatory authority.
- 1.8 “**City’s Consultant**” means a person, firm or company retained and compensated by the City to provide consulting services for the Project, including the Architect.
- 1.9 “**City’s Project Manager**” means the individual employee of the City or the City’s Consultant who is authorized to give instructions to the Architect on behalf of the City with respect to the Project.
- 1.10 “**Construction Budget**” means the most recent Construction Cost estimate, which, as at the time of signing this Agreement, is as set out in Schedule D hereto.
- 1.11 “**Construction Cost**” means the Construction Contract price, net of applicable taxes and any allowances for construction contingencies, or, at all times when no Construction Contract price has been established, the projected costs for the Construction Work, as estimated by the Cost Consultant and agreed to by the City and the Architect, acting reasonably, based on the market rates expected to prevail at the time scheduled for the Construction Work, net of any allowances for construction contingencies

Construction Cost does not include the compensation to be paid to the Architect, the Architect’s Consultants or the City’s Consultants in connection with the Project or the cost of the land or other costs which are the responsibility of the City.

In the event that labour or material is furnished by the City below market cost or when old materials are re-used, the Construction Cost for purposes of this Agreement is to be interpreted as the cost of all materials and labour necessary to complete the Construction Work as if all materials had been new and if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the estimated time of construction.

- 1.12 “**Construction Contract**” means a written agreement between the City and a Construction Contractor for the Construction Work.

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- 1.13 “**Construction Contract Documents**” means all documents that will make up the Construction Contract.
- 1.14 “**Construction Contractor**” means the person, firm, or corporation contracting with the City to provide labour, materials and equipment for the performance of the Construction Work.
- 1.15 “**Construction Work**” means the total construction services to be performed by the Construction Contractor to complete the construction of the Project.
- 1.16 “**Cost Consultant**” means the person, firm or company retained and compensated by the Architect to provide Construction Cost estimates under this Agreement.
- 1.17 “**Deliverables**” has the meaning set out in Section 5.2.
- 1.18 “**General Review**” means site visits to the Project Site at intervals appropriate to the stage of construction as the Architect considers necessary for purposes of checking the progress and quality of the Construction Work, as it is carried out, and to determine that the Construction Work is in general conformity with the requirements of the Construction Contract Documents.
- 1.19 “**Project**” means the redevelopment of Kensington Hall or, as the context requires, the architectural services for the Kensington Hall redevelopment, as authorized by the City Council for the City by resolution made [**Date To Be Determined**], and as described in Schedule A.
- 1.20 “**Project Budget**” means the City’s estimate of the total cost to it for the Project, including, but not limited to, the Construction Cost, the Architect’s fees hereunder, other professional fees, land costs and all other costs to the City for the Project.
- 1.21 “**Project Schedule**” means the time schedule for the Project as set out in Schedule D.
- 1.22 “**Project Site**” means 5175 Dumfries Street, Vancouver, BC, V5P 3A2.
- 1.23 “**RFP**” means Request for Proposal No. PS20120838 - ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT, together with all addenda and questions and answers, which is attached as Appendix I.
- 1.24 “**Services**” means all of the services the Architect is to perform for the City pursuant to this agreement, including the Basic Services and the Additional Services.
- 1.25 “**Sub-Contractor**” means a person, firm, or corporation contracting with the Construction Contractor to perform a part or parts of the Construction Work or to supply construction products worked to special design for the Construction Work.
- 1.26 “**Substantial Performance of the Construction Work**” shall have been reached when the Construction Work has been “completed” as such term is defined in the *Builders’ Lien Act* (British Columbia), but not necessarily totally completed or performed, and a *Builders’ Lien Act* certificate of completion has been issued therefor.
- 1.27 “**Total Performance of the Construction Work**” shall have been reached when the entire Project has been completed and the Construction Work, except those items arising from the provisions of warranties, has been performed to the requirements of the Construction Contract Documents, and is so certified by the Architect.

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**ARTICLE 2.0 ARCHITECT'S RESPONSIBILITIES**

**2.1 Basic Services**

- 2.1.1 The Architect will perform the Basic Services for the City in accordance with this Agreement.
- 2.1.2 The Basic Services include the design and construction administration services, as described in the RFP, the Architect's Proposal, this ARTICLE 2.0, ARTICLE 4.0 and Schedule A of this Agreement, for the Project as contemplated hereby. This will include, without limitation, architectural services, structural, mechanical and electrical engineering services and construction administration services and, as necessary, landscape, building envelope consulting services.
- 2.1.3 The Basic Services include the coordination required to integrate all parts of the Services to be provided by the Architect and any work performed by the Architect's Consultants, the City and any City's Consultants. The Architect will also work closely and consult with City representatives in performing the Basic Services.
- 2.1.4 In the event of any conflict or inconsistency between this Agreement (excluding Appendix II hereof) and the Architect's Proposal, this Agreement (excluding Appendix II hereof) will take precedence.
- 2.1.5 Except as otherwise set out herein, any information the City provides to the Architect in respect of the Project, including, without limitation, any studies, reports, plans, drawings, measurements or specifications, is provided for information purposes only and the Architect is not entitled to rely on such information as a basis for making professional decisions in performing the Services.
- 2.1.6 The Architect acknowledges the time constraints set out in the Project Schedule for the Project and will provide the Services in accordance with the Project Schedule to facilitate the issuance of an occupancy permit for the Project by **[Date to be determined.]**, unless otherwise agreed to between the Architect and the City, but in any event, no later than **[Date to be determined.]**. The Architect will work with the City to refine the Project Schedule as required from time to time to meet this deadline.

**2.2 Pre-Design Phase**

Within the Pre-Design Phase, the Architect will perform the following Basic Services:

- 2.2.1 Attending design development meetings to refine the design and to explain design elements. The Architect shall also prepare meeting minutes after these meetings outlining the content of the discussions and the decisions reached;
- 2.2.2 On behalf of the City, attending various meetings including meetings relating to rezoning and development;
- 2.2.3 Developing all the documentation and guiding any public meetings related to achieving any requisite permit or approval prior to submitting documents for a building permit application; and
- 2.2.4 Preparing a design development brief that describes the detailed scope of work subsequent to the design development meetings. The design brief is also to include an updated budget including all anticipated costs.

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**2.3 Schematic Design Phase**

The Architect will perform Basic Services for the schematic design component of the Services, as set out in Schedule A and in the Architect's Proposal which will include, without limitation:

- 2.3.1 reviewing the requirements furnished by the City and the characteristics of the Project Site;
- 2.3.2 reviewing and commenting on the Construction Budget and Project Schedule in relation to the City's requirements;
- 2.3.3 reviewing with the City alternative approaches to the design of the Construction Work the types of construction contracts;
- 2.3.4 reviewing applicable statutes, regulations, codes and by-laws and where necessary, reviewing the same with the authorities having jurisdiction;
- 2.3.5 based on the mutually agreed upon requirements, schedules and the Construction Budget, preparing for the City's review and approval schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other. At a minimum, the Deliverables to be provided by the Architect to the City for this phase will include the following:
  - (a) a site plan;
  - (b) spatial relationship diagrams;
  - (c) principal floor plans
  - (d) building sections;
  - (e) elevation drawing; and
  - (f) outline specifications; and
- 2.3.6 providing the Cost Consultant with information necessary to prepare an estimate of the Construction Cost.

**2.4 Design Development Phase**

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

- 2.4.1 preparing, for the City's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the Project to describe the size and character of the entire Project including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate, including but not limited to:
  - (a) a site plan;
  - (b) plans;
  - (c) elevation drawings;
  - (d) section drawings;



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- (e) a project brief, including information from the Architect and each Architect's Consultant detailing area calculations, all building systems, sustainability measures and all the parameters that will guide the work in the next phase; and
  - (f) presentation materials, as required for the public meetings and presentations to municipal boards and authorities, or as required by City of Vancouver by-laws for the Project, including as described in the RFP;
- 2.4.2 reviewing and commenting upon the cost estimates prepared by the Cost Consultant, and investigating alternate solutions to problem areas and generally consulting with the City to the extent necessary for the Cost Consultant to be able to confirm the final design is consistent with the Construction Budget; and
- 2.4.3 continuously reviewing and ensuring compliance with applicable statutes, regulations, codes and by-laws, as the design phase of the Project progresses.

**2.5 Construction Documents Phase**

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

- 2.5.1 preparing, for the City's review and approval of construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project;
- 2.5.2 providing the necessary documents and pre-tender estimates of Construction Costs from the Cost Consultant;
- 2.5.3 obtaining instructions from and advising the City in the preparation of the necessary bidding information, bidding forms, conditions of the Construction Contract and the form of contract between the City and the Construction Contractor; and
- 2.5.4 reviewing statutes, regulations, codes and by-laws applicable to the design and where necessary reviewing the same with the authorities having jurisdiction in order that the required consents, approval, licenses and permits necessary for the Project may be obtained by the Architect.

**2.6 Pre-Qualification and Tender Bidding Phase**

The Architect will perform Basic Services for the tender bidding or negotiation components of the Project, including as set out in Schedule A and in the Architect's Proposal, which will include, without limitation:

- 2.6.1 Participating in the preparation of requirements for tendering documents that are to be posted as part of Construction Contract bid processes;
- 2.6.2 Reviewing the tender submissions and participating in qualification or selection processes for Construction Contractors;
- 2.6.3 Following the City's approval of the Construction Contract Documents and of the latest estimate of the Construction Cost, assisting and advising the City on obtaining bids or negotiated proposals and in awarding and preparing the Construction Contract; and

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2.6.4 preparing, coordinating and forwarding to the City addenda, amendments and other technical information as required.

**2.7 Construction Phase - Contract Administration**

2.7.1 The Architect will perform Basic Services during the construction phase of the Project, as set out in Schedule A and in the Architect's Proposal, and the Architect shall, in each case unless the City determines otherwise:

- (a) be a representative of the City acting as the "Consultant" as defined in the Construction Contract;
- (b) advise and consult with the City acting as the "Consultant" as defined in the Construction Contract;
- (c) have the authority to act on the City's behalf to the extent provided in the Agreement and the Construction Contract Documents;
- (d) have access to the Construction Work at all times wherever it is in preparation or progress;
- (e) act as the Managing Consultant for the Project, which role will include without limitation, providing overall liaison, control, coordination and communication between all parties for the Project;
- (f) forward all instructions from the City to the Construction Contractor;
- (g) carry out the General Review of the Construction Work;
- (h) examine, evaluate and report to the City upon representative samples of the Construction Work;
- (i) keep the City informed of the progress and quality of the Construction Work, and report to the City defects and deficiencies in the Construction Work observed during the course of the site reviews;
- (j) determine the amounts owing to the Construction Contractor under the Construction Contract based on the Architect's observations and evaluation of the Construction Contractor's application(s) for payment;
- (k) issue certificates for payment under the Construction Contract for Construction Work performed;
- (l) in the first instance, interpret the requirements of the Construction Contract Documents and make findings as to the performance thereunder by both the City and the Construction Contractor;
- (m) render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Construction Contractor;
- (n) render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the Construction Contractor relating to the execution or performance of the Construction Work or the interpretation of the Construction Contract Documents;

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- (o) render interpretations and findings consistent with the intent of, and reasonably inferable from, the Construction Contract Documents; showing partiality to neither the City nor the Construction Contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- (p) have the authority to reject work which does not conform to the Construction Contract Documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- (q) review and take other appropriate action with reasonable promptness upon such Construction Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Construction Work as provided in the Construction Contract Documents;
- (r) prepare contemplated change orders, change orders, and change directives for the City's approval and signature in accordance with the Construction Contract Documents;
- (s) have the authority to order minor adjustments in the Construction Work which are consistent with the intent of the Construction Contract Documents, when these do not involve an adjustment in the Construction Contract price or an extension of the Construction Contract time;
- (t) furnish supplemental instructions to the Construction Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Architect and the Construction Contractor;
- (u) determine the dates of Substantial Performance of the Construction Work and in accordance with the Construction Contract and issue a certificate of completion for each Sub-Contractor of the Construction Contractor in accordance with the progressive release of holdback permitted by the *Builders' Lien Act*;
- (v) receive from the Construction Contractor and forward to the City for the City's review the written warranties and related documents;
- (w) determine the date of Total Performance of the Construction Work and issue a written certificate of the same;
- (x) verify the validity of the Construction Contractor's application for final payment and issue a certificate of final payment;
- (y) prepare record drawings showing changes in the Construction Work made during construction based on marked-up as-built drawings, and other data furnished by the Construction Contractor to the Architect, provided that the accuracy of such information shall be the sole responsibility of the Construction Contractor; and
- (z) prior to the end of the period of one year following the date of Substantial Performance of the Construction Work, review any defects or deficiencies which have been reported or observed during that period, and notify the Construction Contractor in writing of those items requiring attention by the

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Construction Contractor to complete the Construction Work in accordance with the Construction Contract.

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

**2.8 Construction Budget and Construction Cost Estimates**

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

**2.9 Adjustment of Construction and Project Budget**

- 2.9.1 If the bidding or negotiation phase has not commenced within three months after the Architect submits the construction documents to the City, the Construction Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the City and the date on which bids or proposals are sought.
- 2.9.2 If the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal exceeds the latest approved Construction Budget, the City may do one or more of the following:
- (a) give written approval of an increase in the Construction Budget;
  - (b) authorize re-bidding or re-negotiating of the proposal;
  - (c) cooperate with the Architect in revising the Project scope or quality as necessary to reduce the Construction Cost; or
  - (d) terminate this Agreement in accordance with Section 5.8.3.
- 2.9.3 If the City chooses to proceed under Section 2.10.1(c), unless the excess is due to extraordinary market conditions, the Architect shall, under the direction of the City acting reasonably, modify the construction documents or provide other services necessary to reduce the Construction Cost to the latest approved Construction Budget.

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Should these modifications or other necessary services requested to reduce the Construction Cost result, in whole or in part, from the Architect's failure to take into account the estimates of Construction Cost and other information furnished by the Cost Consultant or other City Consultants, the modification or other necessary services, which would otherwise be an Additional Service, shall be a Basic Service and shall not be subject to additional charge.

**2.10 Certificates for Payment**

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

- (a) review and evaluation of the Construction Work as it progresses for general conformity as provided in Sections 2.7.1(g) and 2.7.1(i);
- (b) the results of any subsequent tests required by or performed under the Construction Contract Documents;
- (c) minor deviations from the Construction Contract Documents being corrected prior to completion; and
- (d) any specific qualifications stated in the certificate of payment.

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

**ARTICLE 3.0 CITY'S RESPONSIBILITIES**

3.1 The City shall provide:

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

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

3.1.2 a Construction Budget; and

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- 3.1.3 unless otherwise agreed to by the Architect and the City and, to the extent that such material is necessary and reasonable, information, surveys, reports and services as set out below:
- (a) surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable; grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage, rights-of-way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
  - (b) subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of toxic or hazardous substances or materials present at the Project Site, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations;
  - (c) reports and appropriate professional recommendations of specialist consultants when reasonably required by the Architect, subject always to Section 2.1.1 and Schedule B;
  - (d) air and water pollution tests, tests for toxic or hazardous substances or materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the Architect, the Architect's Consultants, and the authorities having jurisdiction or the Construction Contract Documents; and
  - (e) all legal, accounting and insurance counselling services as may be necessary at any time for the Project, including such auditing services at any time for the Project, including such auditing services as the City may require to verify the Construction Contractor's applications for payment or to ascertain how or for what purpose the Construction Contractor uses the monies paid by or on behalf of the City.
- 3.2 The City shall:
- 3.2.1 examine documents submitted by the Architect and give the Architect decisions and approvals as necessary;
  - 3.2.2 pay the cost of all required consents, approvals, licences and permits from authorities having jurisdiction, unless otherwise agreed to by the City and the Architect;
  - 3.2.3 immediately notify the Architect in writing if the City observes or otherwise becomes aware of any fault or defect in the Project or any non-conformity with the requirements of the Construction Contract;
  - 3.2.4 promptly fulfill the City's responsibilities for the orderly progress of the Services and of the Construction Work;

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- 3.2.5 authorize in writing a person to act on the City's behalf and define that person's scope of authority with respect to the Project when necessary; and
- 3.2.6 using the City's standard form of legal, insurance and bonding documents as a basis and in consultation with the City's Director of Legal Services and the City's Director of Risk Management, prepare the Construction Contract terms and conditions for the invitations to tender and Construction Contract Documents for the Construction Work, subject always to the requirement that the Architect be will be responsible for:
- (a) the preparation of all design, specification and other tender and contract documentation that does not form part of the text-based legal terms and conditions of the documents;
  - (b) the review of all text-based legal terms and conditions to ensure logical consistency (as opposed to legal compatibility) of the Architect's work with those legal terms and conditions; and
  - (c) review and incorporation of such requirements and refinements as are requested by the City's Director of Legal Services and the City's Director of Risk and Emergency Management.

**ARTICLE 4.0 PAYMENTS TO THE ARCHITECT**

**4.1 Payments**

- 4.1.1 The City shall pay professional fees and reimbursable expenses to the Architect as set forth in this Article 4 and Schedule B.
- 4.1.2 Payments for the Basic Services shall be made monthly, and where applicable, shall be in proportion to services performed within each phase of the service.
- 4.1.3 Payments on account of Additional Services and for reimbursable expenses shall be made monthly upon submittal of the Architect's invoice for services rendered or expenses incurred.
- 4.1.4 The Architect will, by the 25th day of each month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Architect for the preceding month. The City's Project Manager shall review, this document, raise any concerns with the Architect within TEN (10) working days and, after settlement, if necessary, approve the draft invoice. The Architect, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Architect will submit its final invoice, as per the approved draft invoice, to: City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to [APCentral@vancouver.ca](mailto:APCentral@vancouver.ca). The invoice must contain:
- (a) the Architect's name, address and telephone number;
  - (b) the City purchase order number;
  - (c) the City's Project Manager's name;
  - (d) an invoice number and date;
  - (e) the HST registration number (or other applicable tax registration number(s));
  - (f) List of work done, with some additional description beyond a percentage complete on a phase;

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- (g) Supporting invoices for all work by the Architect's Consultants; and
- (h) Supporting invoices for all allowed reimbursable expenses.

4.1.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Architect's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60-day period. The City will, if it approves the amount of any of the Architect's invoices, cause the respective invoices to be paid within 30 days of approval.

4.1.6 The Architect will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Architect and by such other means as are reasonably necessary or advisable.

#### **4.2 Direct Personnel Expense**

In this Article 4 and Schedule B, direct personnel expense means the salary of the Architect's or the Architect's Consultant's personnel engaged on the Project plus the cost of such mandatory and customary contributions and employee benefits as employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **4.3 Reimbursable Expenses**

In this Article 4 and Schedule B, reimbursable expenses include, but are not limited to, the following expenses incurred by the Architect and the Architect's employees in the interest of the Project for administration services:

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



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**4.4 Fee for Basic Services**

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

**4.5 Fee for Additional Services**

4.5.1 For any services listed in Schedule C and when revisions or additions are made to previously approved documents prepared by the Architect and such revisions or additions require services beyond those already provided, the fee for such Additional Services shall be approved by the City in advance of services being provided and based on the hourly rates determined pursuant to Sections B2 and B3 of Schedule B or as otherwise mutually agreed with the City.

4.5.2 Despite any other term of this Agreement, the Architect agrees that the City may assume that all services are Basic Services unless the City expressly requests Additional Services in writing or the Architect notifies the City in writing and in advance that an Additional Service is required or has been requested by the City and the City then agrees in writing and expressly authorizes the performance of the Additional Service.

**4.6 Changes and Adjustments**

4.6.1 If the scope of the Project or of the Basic Services is changed, the fees shall be equitably adjusted.

4.6.2 If and to the extent that the Construction Contract time initially established in the Construction Contract is exceeded or extended through no fault of the Architect and the Architect is required to provide ongoing contract administration services, fees for services for such extended period of the Construction Contract administration computed as set forth in Section B2 of Schedule B.

**4.7 Project Suspension or Abandonment**

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

**4.8 Taxes**

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

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

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

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**4.9 Accounting Records**

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

**ARTICLE 5.0 GENERAL CONDITIONS**

**5.1 Confidentiality**

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

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

(a) information which was previously in the Architect's possession and did not originate from the City; and

(b) information which lawfully becomes available to the Architect from a third party not under an obligation of confidence to the City regarding such information.

5.1.2 The Architect will not use or reproduce the Confidential Information other than as reasonably required for the performance of its obligations under this Agreement. The Architect will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this ARTICLE 5.0. The Architect will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

5.1.3 If the Architect is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Architect will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.

5.1.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Architect confirms and acknowledges the City's and its obligations to comply with all obligations imposed on them pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia), including the Architect's obligations with

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respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

- 5.1.5 The Architect acknowledges that in the event of a breach by the Architect or any of its employees of their respective confidentiality obligations pursuant to this ARTICLE 5.0, damages alone would not be an adequate remedy. The Architect therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 5.1.6 The Architect shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following:
- (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;

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

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

## 5.2 Deliverables

- 5.2.1 As a result of or as part of providing the Services, the Architect may receive, create, produce, acquire or collect one or more of the following:
- (a) products, goods, equipment, supplies, models, prototypes and other materials;
  - (b) information and data;
  - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
  - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “**Deliverables**”).

- 5.2.2 Deliverables are deemed not to include:

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

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- 5.2.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Architect.
- 5.2.4 The Architect will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Architect will treat each Deliverable as subject to the confidentiality provisions set out in Section 5.1 unless advised otherwise by the City.
- 5.2.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Architect to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
  - (b) the expiration or earlier termination of this Agreement; or
  - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 5.2.6 The Architect transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Architect. The Architect irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Architect will obtain from its employees and any independent contractors or Architect's Consultants, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Architect will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Architect shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 5.2.7 The Architect will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 5.2.8 The Architect represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Architect shall defend, indemnify and hold the City harmless from and against any and all damage, liability,

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cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trademark, trade secret, or confidential or proprietary information.

**5.3 Use of Documents**

- 5.3.1 The Architect shall provide to the City copies, including reproducible copies, of plans, sketches, drawings, graphic representations, specifications and AutoCAD disks for information, reference and modification in connection with the City's use, occupancy and any future alterations, additions or reconstruction of the Construction Work. Except for reference purposes, the plans, sketches, drawings, graphic representations, specifications and AutoCAD disks shall only be used for additions or alterations to the Project but under no circumstances may they be used in any other way or in any other project outside of the Project Site.
- 5.3.2 As a condition precedent to the use of the plans, sketches, drawings, graphic representations and specifications for the Project, all fees and reimbursable expenses of the Architect payable pursuant to this Agreement as of the date of the proposed use by the City are required to be paid in full.
- 5.3.3 The City shall be entitled to keep original models or architectural renderings the City specifically commissioned and these are expressly deemed to be Deliverables.

**5.4 Project Identification**

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

**5.5 Dispute Resolution**

- 5.5.1 For the purposes of this Section 5.5, "dispute" means a disagreement arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it and includes any failure to reach agreement where an agreement is required.
- 5.5.2 All matters in dispute under this Agreement may, with the concurrence of both the City and the Architect, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia).
- 5.5.3 The parties to the Agreement may jointly appoint a single arbitrator, or if they fail to agree on such arbitrator, shall each appoint one nominee to a board of arbitration. These nominees shall together agree upon a third person to act as chairperson; the three persons so selected shall constitute the board of arbitration. The arbitrators must be impartial and independent and be experienced and skilled and knowledgeable of design and construction industry issues.
- 5.5.4 If the parties cannot agree to the appointment of an arbitrator(s) within 20 working days after the arbitrator(s) was requested, either party may request a court judge to appoint an arbitrator.
- 5.5.5 The award of the arbitrator or board of arbitration shall be final and binding upon the parties.

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5.6 Release and Indemnification

- 5.6.1 It is agreed that the Architect shall not be liable for damages, interest, costs or any other expenses arising out of the failure of any manufactured product or any manufactured or factory-assembled system of components to perform in accordance with the manufacturer's written specifications on which the Architect relied in the preparation of the design, construction or supplementary documents, unless the Architect could reasonably have anticipated such failure.
- 5.6.2 The Architect now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Architect, the Architect's Consultants and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 5.6.3 In undertaking the Services, the Architect acknowledges that the Architect has inspected the Project Site, agrees to accept the Project Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Architect to perform the Services.
- 5.6.4 Despite the provision of insurance coverage by the City, the Architect hereby agrees to indemnify and save harmless the City, its officials, officers, employees, agents, successors, assignees and authorized representatives (in each case an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions whether in contract or tort (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect, the Architect's Consultants or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 5.6.5 Noting in this Agreement, including, without limitation, this indemnity, will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 5.6.6 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 5.6.7 The Architect's liability to indemnify the City under this Agreement shall be subject to exclusions, conditions and limits only if approved in writing by the City.
- 5.6.8 **Insurance:**
- (a) The Architect shall, purchase and maintain, at its own cost, professional liability insurance covering the Architect for the services to be performed by the Architect under this Agreement. The professional liability insurance policy shall have a limit of \$2,000,000 per claim and a \$5,000,000 annual aggregate claim limit and be subject to a deductible of not more than \$50,000 per claim. The policy will remain in effect throughout the period of construction and for a minimum of two years following the date of Substantial Performance of the Construction Work. The professional liability insurance policy will require the insurer to provide the City with at least 60 days' prior written notice of any material change reduction or cancellation in coverage.

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- (b) The Architect shall purchase and maintain during the entire term of this Agreement, at its own cost, a commercial general liability insurance policy acceptable to the City, subject to a limit of not less than \$2,000,000 per occurrence and a deductible of not more than \$5,000 per claim that protects the Architect and its directors, officers, partners, personnel, and agents from all insurable claims which might arise from the performance of the Basic Services and any Additional Services in connection with this Agreement, for any damage to property, including loss of use thereof, completed operations or products, any bodily injury including personal injury, and death caused by the negligence, fault, error or omission of the Architect or its directors, officers, partners, employees or agents or any of them, in respect of the performance of the services under this Agreement.
  
- (c) During the entire term of this Agreement, the Architect shall have the commercial general liability policy of insurance referred to in Section 5.6.1 endorsed, in respect of the performance of this Agreement:
  - (i) to name the City as an additional insured;
  - (ii) to provide that the insurance shall include a cross-liability clause or endorsement in favour of the City; and
  - (iii) to provide that no cancellation or material change resulting in a reduction of coverage of the insurance shall be made except on at least 60 days' written notice from the insurer to the City.
  
- (d) The Architect shall cause the Architect's Consultants to carry the following insurance:
  - (i) Structural, mechanical, civil, electrical, and building envelope consultants shall obtain professional liability insurance covering these Architect's Consultants for the services to be performed by them under this Agreement. Each professional liability insurance policy shall have a limit of \$2,000,000 per claim and a \$2,000,000 annual aggregate claim limit and be subject to a deductible of not more than \$50,000 per claim. Each policy will remain in effect throughout the period of construction and for a minimum of two years following the date of Substantial Performance of the Construction Work. Each professional liability insurance policy will require the insurer to provide the City notice of any material change resulting in a reduction or cancellation in coverage.
  
  - (ii) The Architect's Cost Consultant and the Architect's landscape, certified professional, communications/security and LEED consultants shall obtain professional liability insurance covering these Architect's Consultants for the services to be performed by them under this Agreement. Each professional liability insurance policy shall have a limit of \$500,000 per claim and a \$1,000,000 annual aggregate claim limit and be subject to a deductible of not more than \$50,000 per claim. Each policy will remain in effect throughout the period of construction and for a minimum of two years following the date of Substantial Performance of the Construction Work. Each professional liability insurance policy will require the insurer to provide the City notice of any material change resulting in a reduction or cancellation in coverage.

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- (e) Prior to commencement of this Agreement, the Architect will provide the City with evidence of all required insurance to be taken out in the form of detailed certificates of insurance. The certificates of insurance must identify this Agreement, the policy holder and the contract subject-matter, and must not contain any disclaimer. Similar evidence of renewals, extensions or replacements of all required insurance must be forwarded to the City's Project Manager. At any time, upon request, the Architect will provide the City's Project Manager with certified copies of all insurance policies required by this Agreement.

**5.6.9 WorkSafeBC Coverage**

- (a) The Architect agrees that it will procure and carry at its expense and will cause each of the Architect's Consultants to procure and carry at their expense full WorkSafeBC ("WCB") coverage as required by the *Workers Compensation Act* (British Columbia) and the regulations thereunder, including all amendments thereto from time-to-time (the "WCB Legislation") for their respective employees, contractors and agents engaged in the performance of the services under the Agreement. The Architect agrees that, notwithstanding any other provision of this Agreement, the City has the unfettered right to set off the amount of the unpaid premiums, assessments and penalties for such WCB coverage against any monies owing by the City to the Architect. The City will have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- (b) Prior to commencing any services under this Agreement and thereafter as and when requested by the City, the Architect will provide the City with the Architect's and each Architect's Consultant's WCB registration numbers and with written confirmation from the WCB that the Architect and all of the Architect's Consultants are registered and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.
- (c) With respect to any and all services provided by the Architect or the Architect's Consultants at the Project Site, the Architect is now appointed and now accepts appointment as the "prime contractor", as defined in the WCB Legislation, for the purposes of this Agreement, but only with respect to the Architect's and the Architect's Consultants' employees and agents.
- (d) The Architect will indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
  - (i) unpaid WCB assessments of the Architect or any other employer for whom the Architect is responsible under this Agreement;
  - (ii) the acts or omissions of any person engaged directly or indirectly by the Architect in the performance of the services, or for whom the Architect is responsible at law and which acts or omissions are or are alleged by the WCB to constitute a breach of the WCB Legislation or any other failure to observe the safety rules, regulations and practices of WCB, including any and all fines and penalties levied by the WCB, and
  - (iii) Any breach of Sections 5.6.8(e) and 5.6.9(b).



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

**5.7 Toxic or Hazardous Substances or Materials**

5.7.1 For the purposes of Sections 3.1.3 and 5.7:

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

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

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

**5.8 Termination**

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

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

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

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

**5.9 Law Governing this Agreement**

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

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**5.10 Successors and Assigns**

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

**5.11 Extent of Agreement**

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

**5.12 Notices**

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

**5.12.1 to the City:**

**[To be Determined]**

Attention: **[To be Determined]**

Fax: **[To be Determined]**

**5.12.2 to the Architect:**

**[To be Determined]**

Attention: **[To be Determined]**

Fax: **[To be Determined]**

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

**5.13 No Promotion**

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

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**5.14 Compliance with Law**

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

**ARTICLE 6.0 OTHER CONDITIONS**

- 6.1 The Architect will be responsible for retaining and paying all the Architect's Consultants, in accordance with Schedule B, Section B3, as applicable. However, the City now acknowledges that it will be responsible for retaining and paying for City's Consultants, including any of the City's Consultants engaged to perform the work referred to in Section 3.1.3.
- 6.2 The Architect will assume full responsibility to the City for all work performed by the Architect's Consultants under this Agreement. Nothing in this Agreement will create any contractual relationship between the City and the Architect's Consultants.
- 6.3 Except as permitted in Section 6.4, the Architect will only utilize the persons and consultants named in Schedules B and D to perform the services under this Agreement.
- 6.4 Except for substitutions required by circumstances not within their reasonable control, the Architect and the Architect's Consultants may not make substitutions or changes to their respective employees assigned to the Project without the prior written consent of the City, whose consent will not be unreasonably withheld, delayed, or conditioned.
- 6.5 For the purposes of Section 6.4, "substitutions required by circumstances not within their reasonable control" mean substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract but expressly exclude situations where an employee is called upon to perform services for another client of the Architect, the Architect's Consultants or their affiliates.
- 6.6 The City may, with stated reasons and acting reasonably, request that the Architect replace an employee assigned to the Project or cause an Architect's Consultant to replace an employee assigned to the Project. The Architect or the Architect's Consultants will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 6.7 The Architect will perform the services set out in the RFP and the Architect's Proposal which will be deemed to be included in the Basic Services under this Agreement and are included in the Architect's fixed fee for the Basic Services set out in Schedule B.

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**SCHEDULE A - SCOPE OF PROJECT**

The Project will be managed by the City's Project Manager. The Architect will work closely with the City's Project Manager during the duration of the Project and present the Project to a City Project Steering Committee at the milestones of the Project. Approval of the Vancouver Board of Parks and Recreation is required at the schematic design and development permit application stages. The City's Project Steering Committee will provide direction at the completion of each phase, prior to proceeding with the next phase.

**SCOPE OVERVIEW**

A Board of Variance application process will be required to meet the needs of the proposed Kensington Hall development and a development permit application will be required. The Architect will develop all the documentation and guide any public meetings related to achieving any requisite permit or approval prior to submitting documents for a building permit application. For the application for a building permit, the project will follow the Certified Professional process for all permits on the project.

The new Kensington Hall annex building will be registered by the Architect with LEED™ and must be designed by the Architect to achieve LEED™ Gold certification.

The Architect shall provide draft documents at the completion of the pre-design phase, complete with the Architect's Cost Consultant's cost estimate, for review by the City.

The Architect shall provide to the City draft documents as per Table 1 Part C - 3.6 PROJECT TIMELINE.

**2.0 PROJECT PHASES**

- a) **PRE DESIGN PHASE (PROGRAMMING AND SITE SELECTION).** During this Phase the Architect shall:
  - i) work with Park Board staff, City of Vancouver Social Development Planners and Kensington Community Association representatives (Building Committee) to confirm and develop a site specific program;
  - ii) Undertake a programming review for 69 child preschool / afterschool care; martial arts; family support; music lessons; pottery studio; staff area;
  - iii) Verify a 11,000 - 12,000 square foot space program;
  - iv) Identify location of existing utilities;
  - v) Identify building code and zoning issues; and
  - vi) Recommend site/building location.
  
- b) **SCHEMATIC DESIGN PHASE.** During this Phase the Architect shall (upon approval of Pre Design by Building Committee and Capital Planning Oversight Committee):
  - i) Conduct meetings with the Building Committee options/selection;
  - ii) Develop schematic design plans;

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- iii) Develop concept plans, elevations and, computer rendering;
  - iv) Conduct design workshop;
  - v) Conduct a Public Open House; and
  - vi) Give a presentation of Schematic Design to Park Board.
- c) **DESIGN DEVELOPMENT PHASE.** During this Phase the Architect shall:
- i) Attend design development meetings to refine the design and to explain design elements. The Architect shall also prepare meeting minutes after these meetings outlining the content of the discussion and decisions made;
  - ii) Attend the following meetings as a representative of the City of Vancouver:
    - 1. Board of Variance meetings; and
    - 2. Public hearings, as deemed necessary.
  - iii) Develop all the documentation and guide any public meetings related to achieving any requisite permit or approval prior to submitting documents for a Development Permit Application;
  - iv) Prepare a design development brief that describes the detailed scope of work subsequent to the design development meetings. The design brief must also include an updated budget including all anticipated costs;
  - v) The Architect's Cost Consultant must provide detailed cost estimates based upon the approved Design Development documents; and
  - vi) Submit design development package for City review and provide a letter summarizing the pertinent design assumptions and limitations associated with the design.
- d) **CONSTRUCTION DOCUMENTATION PHASE** (contingent on Board approval of Design development Phase 2 and approval of Bid Committee):
- i) Submit building permit information: The Architect shall submit information in the format required by the City of Vancouver for building permits and provide one extra copy to City's Project Manager for project files (please note the Project will follow the certified professional process for all permits);
  - ii) Prepare project drawings including a site plan and project locations and drawings that reference the scope of work and detail locations, as well as two dimensional details to describe the design requirements. The Contractor will be required to describe and confirm all components of upgrades;
  - iii) Allow queries on design assumptions and design cost effectiveness from City of Vancouver Facilities and Design Management ("Facilities") staff;
  - iv) Prepare all documentation required for the building permit application, including professional letters of assurance and a signed and sealed drawing package. The drawings shall be signed and sealed by a Professional Engineer licensed to practice in British Columbia;

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- v) Submit fifty percent (50%) and eighty percent (80%) design packages for City review and provide a letter summarizing the pertinent design assumptions and limitations associated with the design. The design package review submittals shall be in the following format:
    - 1. Two paper copies of specifications on 8.5" x 11" paper;
    - 2. Two paper copies of 11"x17" drawings with notes in a font size no smaller than 10-point; and
    - 3. An electronic copy of Adobe Acrobat (".pdf") files for the specifications and drawings;
  - vi) Prepare pre-working drawings in accordance with the requirements, the approved preliminary drawings and outline specifications. All drawings must be prepared to standards acceptable to the City;
  - vii) Contract specifications will be required to be prepared in accordance with City standards. The Architect's Cost Consultant must provide detailed cost estimates based upon the approved contract documents, final designs and specifications ('Class "A" Estimates') at fifty percent (50%) and eighty percent (80%) drawings. The Architect will be required to assist in preparing the scope of work and requirements; and
  - viii) Upon the City's review and acceptance of the revised fifty percent (50%) and eighty percent (80%) drawings, the City will issue a notice of design acceptance. The accepted design will be referred to as the "Approved Design" and the Architect shall provide the City with a final set of drawings for their purposes.
- e) **PRE-QUALIFICATION AND TENDER BIDDING PHASE**
- i) participate in the preparation of requirements for the Request for Expression of Interest ("RFEI") documents that are to be posted as part of the pre-qualification process;
  - ii) available answer any inquiries forwarded by SCM representatives;
  - iii) review the submitted RFEI package(s) and participate in the pre-qualification process for tenderers;
  - iv) participate in the preparation of tender requirements and contract documents, including submitting electronic copies of PDF files for the specifications and drawings;
  - v) review the entire tender document package(s); and
  - vi) accept being listed as the City's Architect in the tender documents and attending and documenting all site meetings required in the tender process(es).
- f) **CONSTRUCTION & POST CONSTRUCTION, CONTRACT ADMINISTRATION PHASE.** The Architect will be required to provide full construction administrative services for the Project including pre-construction and construction services to ensure that construction is in accordance with the drawings and specifications. The Contractor will be required to ensure that the progression and performance of the work is in accordance with the provisions of the contract, through various methods including

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providing regular field inspection. This will at a minimum include the following to identify potential problems with the Project and advise the City's Project Manager prior to construction:

- i) ensure the progress and the execution of the upgrade conforms with the scope and intent of the original contract;
  - ii) Establish a detailed schedule to be submitted prior to or concurrently with contract signing and regularly monitor and update such schedule, with summaries made available to the City's Project Manager;
  - iii) Review and make recommendations from requests by the City's Project Manager for substitutions or alternatives for specified materials;
  - iv) Review specifics of the Project for general conformity with the construction contract, and approve or return for correction shop drawings, product samples, etc., as necessary to complete the Project;
  - v) Be available to answer technical inquiries and provide design clarifications during construction;
  - vi) Immediately advise the City's Project Manager and take appropriate action to rectify any possible overrun of estimated costs and quantities;
  - vii) Submit the progress claims recorded on "Details of Estimate" forms to the City's Project Manager for approval;
  - viii) Recommend to the City's Project Manager any necessary changes or alternatives during construction and prepare "Contemplated Change Notices", "Site Instructions" and/or "Change Directives", including obtaining written quotations from the Contractor for any contract changes;
  - ix) Work with the City's Project Manager identify deficiencies to ensure that the work is acceptable and in good operating condition;
  - x) Attend construction meetings at the site;
  - xi) Verify after completion and agreement from the City's Project Manager and others having jurisdiction, that deficiencies have been rectified and that all installations have been completed and tested for compliance as required by the Construction Contract;
  - xii) Ensure that the "as built" drawings are updated on a weekly basis. Upon completion of construction, the Contractor must submit a complete set of drawings revised to record all changes to be labelled "as built" and signed by the City's Project Manager. The Contractor must submit record drawings prior to the Contractor being issued Substantial Completion Notice(s). The record drawings shall be submitted as AutoCAD 2004 or later (".dwg") files with no XRFs and Adobe Acrobat (".pdf") files] Ensure that all deliverables outlined in the contract document are complete and delivered to the Architect following completion of construction; and
  - xiii) Project close-out, including but not limited to as-built drawings, warranties, and permits.
- g) **POST CONSTRUCTION.** The Architect shall provide a comprehensive site review prior to the twelve-month warrantee period expiring. As well, following completion of the



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Construction Contract, the Architect will be required to provide supporting details as a record document for inclusion in the Project Wrap-Up Report. These supporting details will at a minimum include:

- i) Project costs including Contractor costs;
- ii) Problems encountered and resolutions of problems;
- iii) List of Sub-Contractors;
- iv) Contractor's interim and final statutory declaration;
- v) Construction permits and certificates from governing agencies;
- vi) Guarantees and warranties;
- vii) Summary of approved extra work and copies of all "Change Order" documentation;
- viii) Copies of all material test results and performance tests;
- ix) Shop drawings;
- x) Construction Contract;
- xi) Detailed specifications and Addenda; and
- xii) Supporting documentation for LEED certification and any related correspondence.
- xiii) The Architect will be required to:
  - 1. Submit TWO (2) copies of the completed Project Wrap-Up Report including the supporting details in the following format:
    - i. Unbound single-sided hard copies, specification set sized to eight and one half inches by eleven inches (8.5" X 11");
    - ii. Electronic files in Word format; and
    - iii. Electronic files of all plans and drawings in Autodesk AutoCAD DWG format. All electronic files will be submitted in two (2) CDs (or DVDs if necessary), organized.
  - 2. Submit an Application for LEED certification and any related documentation and accept responsibility for all technical specifications, special conditions, design drawings and any other technical concepts in the tender documents, including addenda for distribution by SCM;
  - 3. Respond to all technical questions presented by SCM staff from interested parties during the tender process(es); and
  - 4. Participate in the evaluation of all tender submissions and with City staff reviewing the tender evaluation report and participate in determining award.

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**SCHEDULE B - FEE FOR ARCHITECT'S SERVICES**

The City shall pay fees as set forth below: *(To be developed with successful Architect)*

**B1 Fee for Basic Services**

B1.1 The Architect's total fee shall be comprised of a fixed fee of \$\_\_\_\_\_ (CDN) plus applicable sales taxes (including for the services of the Architect's structural, mechanical, electrical, civil, and certified professional consultants and the Architect's Cost Consultant) plus a total maximum upset fee based on hourly rates for work required for the landscape architect, building envelope consulting, communications/security and LEED consulting, in the amount of \$\_\_\_\_\_ (CDN) plus applicable sales taxes.

Work Task/Phase/Deliverable	Team Members	Activity/Role	Estimated Fee	Estimated Disbursements
<b>Architect's Basic Services</b>		Managing Consultant	\$	\$
		Structural	\$	\$
		Mechanical	\$	\$
		Electrical		
		Civil	\$	\$
		Cost Consultant	\$	\$
		Landscape Architect	\$	\$
		Certified Professional for Permits	\$	\$
		Building Envelope Professional	\$	\$
		LEED Consultant	\$	\$
<b>Total Estimated Fee for Architect's Basic Services and Estimated Total Disbursements</b>			<b>\$</b>	<b>\$</b>

B1.2 The total fixed fee for the Basic Services (which includes the services of the Architect's Consultants) shall be apportioned to the phases of service as follows: *[To be developed with the successful Architect.]*

Pre-Design Phase	
Schematic Design Phase	
Design Development Phase	
Construction Documentation Phase	
Pre-Qualification and Tender Bidding Phase	
Construction & Post Construction, Contract Administration Phase	
Post Construction	
<b>Total:</b>	<b>100%</b>

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**B2 Fees for Additional Services**

B2.1 Fees for authorized Additional Services not included in Basic Services, excluding those provided by the Architect's Consultants, shall be approved by the City ahead of the services being provided, as a fixed fee calculated on a time-worked basis at the hourly rates set out in the Architect's Proposal in Appendix II.

B2.2 Hourly rates for the Architect as set out in Section B2.1 are fixed until one year after Substantial Performance of the Construction Work.

**B3 Fees for Architect's Consultants' Additional Services**

Fees for authorized Additional Services provided by the Architect's Consultants shall be also approved by the City in advance of services being provided, invoiced to the Architect by the Architect's Consultants as an approved fixed fee according to the hourly rates and multiples of direct personnel expense agreed to in advance in writing by the parties (including the City). However, in no event will these rates exceed the hourly rates set out in the Architect's Proposal.

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

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 PART D - ARCHITECT AGREEMENT - SCHEDULE C - CONSTRUCTION BUDGET AND PROJECT SCHEDULE

**SCHEDULE C - CONSTRUCTION BUDGET AND PROJECT SCHEDULE**

- C1 The total Construction Budget is \$\_\_\_\_\_ (CDN) comprised of the following: **[To be developed.]**.
- C2 The Project schedule is as set out in Table 1 of the Architect’s Proposal, to be started on the date of this Agreement and completed by **[To be Determined.]**, as follows **[To be developed with successful Architect]**:

PHASE	DURATION
Start Date	January 2013
Submission of Draft Documents at completion of Pre-Design Phase, for review by City.	To Be Determined
Submission of Draft Documents at Eighty Percent (80%), Schematic Design Stage, for review by City.	To Be Determined
Submit Final Design Development and Design Scope Documents for review by City.	To Be Determined
Submission of Draft Documents at Fifty Percent (50%) Construction Documents Stage for review by City*	To Be Determined
Submission of Draft Documents at Eighty Percent (80%) Construction Documents Stage for review by City*	To Be Determined
Submit Tender Ready Construction Documents	To Be Determined
Assist in Construction Contractor Pre-Qualification and Evaluation.	To Be Determined
Assist in Tender Process and Available for Technical Information; Assist in Evaluation Process and Decision For Award	June 2013
Oversee Construction	To Be Determined
Substantial Completion of Construction	May 2014

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PART D - ARCHITECT AGREEMENT - SCHEDULE D - ARCHITECT'S CONSULTANTS**

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**SCHEDULE D - ARCHITECT'S CONSULTANTS**

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

<b>Company Name, Address</b>	<b>Contact Name and Telephone Number</b>	<b>Area of Responsibility</b>
	Name: Phone:	
	Name: Phone:	
	Name: Phone:	

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PART D - ARCHITECT AGREEMENT - APPENDIX I - REQUEST FOR PROPOSALS PS20120838

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APPENDIX I - REQUEST FOR PROPOSALS PS20120838

(INCORPORATED BY REFERENCE)

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PART D - ARCHITECT AGREEMENT - APPENDIX II - ARCHITECT'S AND ARCHITECT'S CONSULTANTS'  
PROPOSALS

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

(TO BE ATTACHED UPON AWARD)

APPENDIX III - WORKSAFEBC REGISTRATION CONFIRMATION

(TO BE ATTACHED UPON AWARD)



APPENDIX IV - CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

(TO BE ATTACHED UPON AWARD)



## PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

### 3. PROFESSIONAL LIABILITY INSURANCE

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

### 4. POLICY PROVISIONS:

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
PART D - ARCHITECT AGREEMENT - APPENDIX V - CERTIFICATE OF COMMERCIAL GENERAL LIABILITY  
INSURANCE

---

APPENDIX V - CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE

(TO BE ATTACHED UPON AWARD)

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:** \_\_\_\_\_

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

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

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

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE**

<b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ Self-Insured Retention: \$ _____
---	--

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

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

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

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

REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 1 - INFORMATION MEETING AND SITE VISIT ATTENDANCE FORM

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APPENDIX 1 - INFORMATION MEETING AND SITE VISIT ATTENDANCE FORM



FINANCIAL SERVICES GROUP  
Supply Chain Management

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Request for Proposal No. PS20120838  
Architectural Services for Kensington Hall Redevelopment

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To acknowledge your intent to attend the Information Meeting and Site Visit being held and to ensure that you receive the required information, please submit this form to the person identified below **before 12:00 pm, November 19, 2012** as per Section 2.1, along with an executed Non-Disclosure Form in the form of Appendix 2.

Philip Lai, Supply Chain Management  
Fax: 604-873-7057  
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: \_\_\_\_\_

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

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

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

“RFP No. PS20120838 - ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

## NON-DISCLOSURE AGREEMENT

WHEREAS, in response to the City's Request for Proposal ("RFP") #PS20120838 entitled "ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT" (the "RFP"), the City may disclose to the Proponent, certain Sensitive Material of the City for the sole purpose of considering, evaluating, and responding to the RFP (the "Purpose") and on the terms and subject to the conditions contained in this Agreement,

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

### 1.0 Definitions

- 1.1 "Affiliate" means an affiliate as defined in the *Business Corporations Act* (British Columbia), as amended.
- 1.2 "Agreement" means this Non-Disclosure Agreement.
- 1.3 "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City's Board of Parks and Recreation, the Vancouver Fire and Rescue Service, and the Vancouver Library Board.
- 1.4 "Proponent" means the company named as the Proponent below the execution block on the last page of this Agreement.
- 1.5 "Proponent's Recipient" means any person who is a member of the Proponent's RFP response team, whether such member is an employee, Sub-Contractor or agent of the Proponent, or any employee or agent of such person, and any other employee or agent of the Proponent.
- 1.6 "RFP" means the City's Request for Proposals No. PS20120838.
- 1.7 "Sensitive Material" means all information, in any form or medium, known or used by the City or an Affiliate of the City which is not known to the general public, including, but not limited to, know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information and information as to business opportunities, methods and strategies and research and development of the City and its Affiliates. If and to the extent any Sensitive Material is included in any report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such report, assessment, diagram, memorandum, document or Sensitive Material in such other form or medium will be deemed to be Sensitive Material.

### 2.0 Title

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

**REQUEST FOR PROPOSAL NO. PS20120838**  
**ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT**  
**APPENDIX 2 - NON-DISCLOSURE AGREEMENT**

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**3.0 Proponent's Obligations**

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

**4.0 Exceptions to Confidentiality Obligations**

- 4.1 This Agreement imposes no obligation upon the Proponent with respect to the City's Sensitive Material received hereunder that
- (a) the Proponent can promptly demonstrate with documentary evidence was already legitimately known to the Proponent without a duty of confidentiality prior to the disclosure thereof by the City,
  - (b) is lawfully received by the Proponent from a third party, other than a supplier introduced to the Proponent by the City, without a duty of confidentiality,

**REQUEST FOR PROPOSAL NO. PS20120838**  
**ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT**  
**APPENDIX 2 - NON-DISCLOSURE AGREEMENT**

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- (c) has become general public knowledge through no act or fault on the part of the Proponent or the Proponent's Recipients, or
- (d) the Proponent can promptly demonstrate with documentary evidence was independently developed by or for the Proponent without the use of any Sensitive Material.

**5.0 Legal Requirement to Disclose**

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

**6.0 Warranty Disclaimer**

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

**7.0 Injunctive Relief**

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

**8.0 General**

- 8.1 Upon the request at any time of the City, the Proponent will promptly **destroy** all Sensitive Material and any copies or reproductions thereof in the Proponent's possession or under its control or in the possession or under the control of any of the Proponent's Recipients, and will certify in writing such destruction or return of all Sensitive Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Proponent's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.



**REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 2 - NON-DISCLOSURE AGREEMENT**

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- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.
- 8.3 The Proponent will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Proponent from making such disclosure
- (a) on a confidential basis to any of the Proponent's Recipients to the extent such person needs to know such information strictly for the purpose of responding to the RFP, or
  - (b) in order to comply with the requirements of applicable securities or other laws.
- 8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Proponent irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
- 8.6 If the Proponent agrees to the terms and conditions of this Agreement the Proponent is required to sign this Agreement below before viewing Sensitive Material and commencing on the Information Meeting and Site Visit.

**Signed by:**

\_\_\_\_\_

\_\_\_\_\_

**Print names in full with titles:**

\_\_\_\_\_

\_\_\_\_\_

**Print Proponent's company name in full:**

\_\_\_\_\_

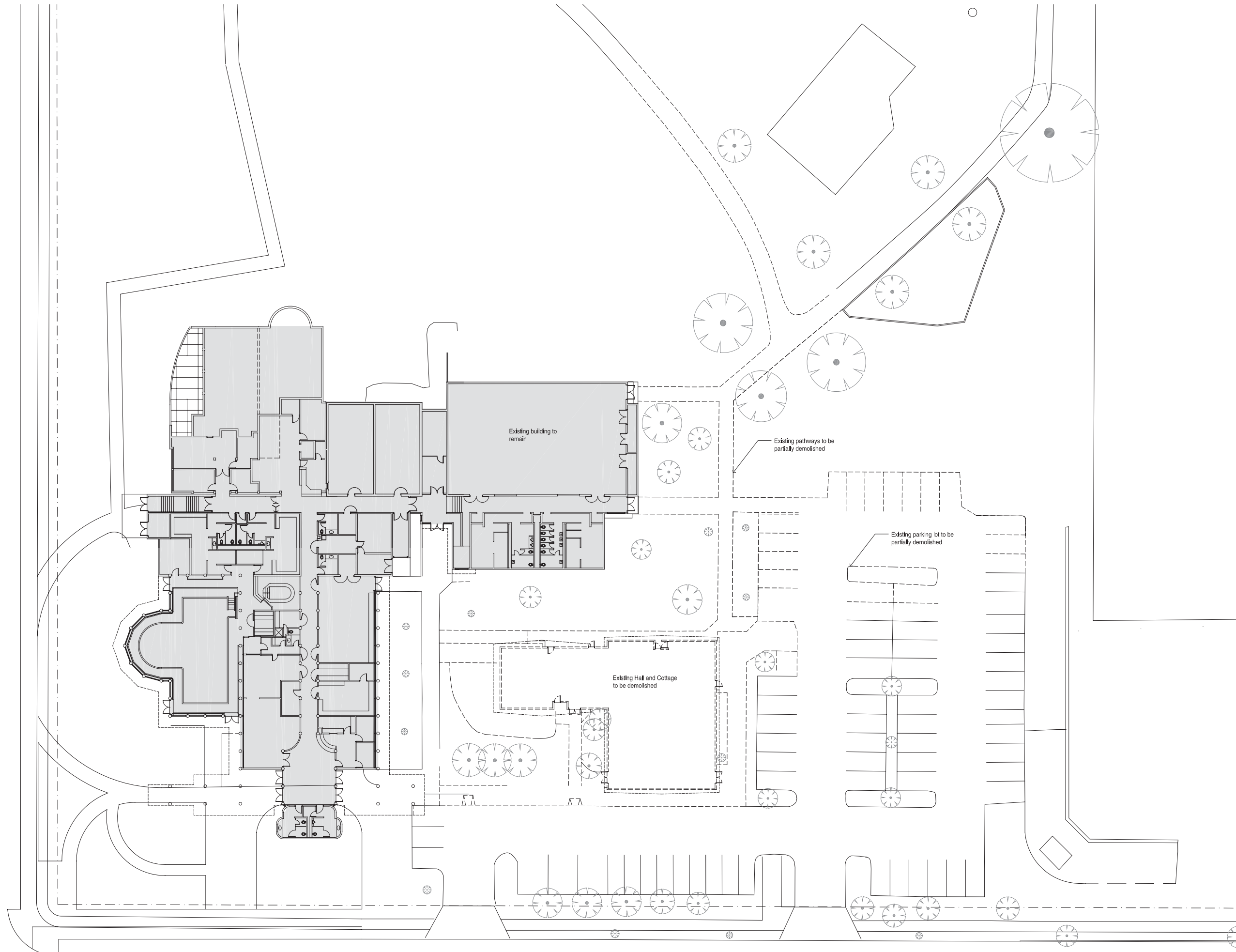
REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 3 - CONTEXT PLAN



REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 4 - EXISTING SITE PLAN

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SEE ATTACHED



PLOT INFO.

### REVISIONS

NO	DATE	DESCRIPTION
01	11 MAR 2011	Issued for Costing
02	31 MAR 2011	Issued for Final Feasibility Report

## Kensington Hall Feasibility Study

### Existing Site Plan

DATE	March 2011
DRAWN BY	-
CHECKED BY	-
SCALE	1:500
JOB NUMBER	1101

# A1.01

REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 5 - AERIAL PHOTO

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SEE ATTACHED





REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 6 - KENSINGTON HALL SPACE PROGRAM

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**KENSINGTON HALL SPACE PROGRAM**

Component	Area (Square Feet)	
<b>Child Care</b>		
• 69-child facility (gross area)		7,500
<b>Community Centre</b>		
• Martial arts	1,200	
• Multi-use activity	800	
• Pottery studio	400	
• Music room	200	
• Office	200	
• Support space	700	
• Circulation	400	
<b>Sub-Total</b>		<b>3,900</b>
<b>TOTAL AREA</b>		
		<b>11,400</b>

REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 7 - GEOTECHNICAL INVESTIGATION REPORT

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SEE ATTACHED



Vancouver Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, BC  
V6G 1Z4

July 15, 2004  
Our File: 5352

Attention: Sam Bachra

**Re: Geotechnical Investigation Report – Review of Foundation Settlement and Potential Repair Options at Kensington Community Centre, 33<sup>rd</sup> Avenue and Knight Street, Vancouver, BC**

## **1.0 INTRODUCTION**

We understand that Vancouver Board of Parks and Recreation requires an opinion relative to foundation settlement at the existing Field House Building located at Kensington Park. The building is an older masonry structure that has been modified over the years by addition. The south wall of the building has settled with respect to the remainder of the building, which has resulted in some structural distress. GeoPacific Consultants completed a subsurface soil investigation along the south wall of the building to determine the subsurface conditions to ascertain the cause of foundation settlement and provide recommendations with respect to repair options.

This report was prepared exclusively for Vancouver Board of Parks and Recreation, for their use and the use of others on their design team. The report presents the results of an investigation of the soil conditions at the location of the proposed foundation repair and also makes recommendations for the design and construction of the new piles and permanent foundation structures. The soil classification used herein is based on the “Unified Soil Classification System”, except as otherwise noted.

## **2.0 SITE DESCRIPTION**

The existing single storey Field House building is located north of the entrance to the main building of the Kensington Community Centre. A separate building is attached to the Field House on the west half of the south wall. It is our understanding that this attachment was an addition constructed after the original building and joined together two separate structures; the Field House and a Caretakers Building.

The Field House building is bordered by a paved parking to the east and north and by grassy area with trees and bushes to the south and west. An area in front of the east half of the south wall, covered with mature trees and bushes, was accessible for the subsurface investigation. An existing gas meter assembly is located approximately in the middle of the accessible portion of the south wall. Without removing existing trees and bushes, only small portion of the site was judged to be accessible to a small track mounted drill rig.

The intended subsurface investigation was further complicated by the presence of existing underground lines (Gas, Water) in the area.

The site of the proposed foundation repair is shown on our Drawing No. 5352-1 following the text of this report.

### **3.0 FIELD INVESTIGATION**

The site was investigated on July 2, 2004. Prior to commencing the subsurface investigation, the area was screened for the underground utilities by an independent utility locator contractor. The test hole locations were marked in areas judged to be free of services. Two auger test holes and one Dynamic Cone Penetration Test (DCPT) soundings were conducted along the south wall using a subcontracted auger drill rig. The small track mounted drill rig was not able to penetrate the upper dense fill layer and was replaced with a regular truck mounted drill rig. The drill equipment was supplied and operated by Uniwide Drilling Ltd. of Burnaby, BC.

Test holes were drilled to depths of between 20 and 25 feet below the existing ground surface. Representative soil samples for laboratory testing were recovered from test holes at various depths. The test holes were logged in the field by an engineer from our office and backfilled immediately upon completion of testing and logging.

The approximate locations of the test holes with respect to the existing buildings are shown on our Drawing 5352-1, following the text of this report.

### **4.0 SUBSURFACE CONDITIONS**

#### **4.1 Soil Conditions**

The soil profile from the surface downwards consists of sandy FILL to a depth of 17 feet. Based on the DCPT sounding, the upper 5 feet of fill is inferred to be compact to dense, becoming loose below that depth. The fill consisted of sand, silt, gravel, cinder, mixed with glass, metal and wood pieces. It was brown, moist, becoming wet below a depth of 10 feet.

The fill was followed by SAND to a depth of 25 feet which was the maximum depth of exploration. The sand in BH 1 was fine grained, silty and compact to a depth of 21 feet, became medium grained, less silty and dense below that. In BH 2, the sand was medium grained and had some gravel. It was compact to a depth of 20 feet and dense below that.

For a more detailed description of the subsurface soil conditions, refer to our test hole logs located at the back of this report.

#### **4.2 Groundwater Conditions**

No free groundwater was encountered during our investigation. An increase in the soil moisture content was noted in the fill and sand below a depth of 10 feet in BH 1 and 13 feet in BH 2.

### **5.0 DISCUSSION**

Results of our subsurface investigation indicate that the south wall of the building appears to be underlain by a layer of loose random fill between depths of 10 and 17 feet. The random fill contains, beside mineral soil, glass, cinder, wood and metal pieces. We believe that a gradual consolidation of the fill layer contributed to the observed settlement. Given the localized nature of the settlement, and the depth of unsuitable fill encountered at our test hole locations, it appears that the fill may be contained within a ravine or trench like feature aligned east to west, parallel to the south foundation wall.

The sand stratum, encountered at a depth of 17 feet, can likely be used to support the proposed new foundation structures. Based on DCPT sounding, the sand stratum is inferred to be to compact, becoming dense below a depth of 21 feet.

During preparations for our subsurface investigation, several underground lines were identified in the vicinity of the Field House building. One of the lines (Gas) may be located under the structure that joins the Field House and the Caretakers Building. Placement of support structures for the proposed foundation repair on the inside of the Field House may be required.

## **6.0 DESIGN RECOMMENDATIONS**

### **6.1 Pile Foundation**

The depth to suitable bearing is in excess of 17 feet so that only pile foundations are practical. A number of pile types can be considered including GEWI piles and helical pull down piles, though helical piles are expected to be more economical. We expect that a grouted screw pile with a minimum of three helices installed into the dense sand stratum below a depth of 20 feet will support a vertical load of 50 kips per pile.

Where over-excavation will be required directly adjacent to pile we recommend that grouted shaft should be installed with PVC pipe cover to provide lateral support and confinement to the pile shaft.

The quantity and locations of screw piles should be determined by the structural engineer.

In accordance with British Columbia Building Code regulations the installation of pile foundations must be reviewed by a geotechnical engineer.

### **6.2 Grade Reinstatement**

Following foundation repairs any required grade reinstatement beneath grade supported slabs or fixtures should be done using “engineered fill”.

In the context of this report any “engineered fill” is defined as clean sand to sand and gravel fill, compacted in 300 mm loose lifts to a standard of 95% of the Modified Proctor dry density (ASTM D1557), at a moisture content that is within 2% of optimum for compaction.

### **6.3 Site and Foundation Drainage**

We recommend that the foundation drainage system should be inspected and if needed reconstructed and reattached to the existing, undamaged foundation drainage system.

## **7.0 DESIGN REVIEWS AND CONSTRUCTION INSPECTIONS**

The preceding sections make recommendations for the design and construction of the proposed building repairs. We have recommended the review of certain aspects of the design and constructions. It is important that these reviews are carried out to ensure that our intentions have been adequately communicated. It is also important that any contractor working on the site review this document prior to commencing their work.

The required site reviews are summarized below:

1. Excavation – Review of excavation operations
2. Piles – Review of pile foundation installation
3. Compaction – Review of any engineered fill and compaction methods
4. Backfill – Review of backfill material and placement

## 8.0 CLOSURE

We are pleased to be of assistance to you on this project and we trust that our comments and recommendations are both helpful and sufficient for your current purposes. If you would like further details or require clarification of the above, please do not hesitate to call.

For:  
GeoPacific Consultants Ltd.

Marian Letavay, M.Sc., P.Eng.  
Project Engineer

Matt Kokan, M.A.Sc., P. Eng.  
Review Principal

# Test Hole Log: BH 1

File: 5352

Project: Foundation Repair, Kensington Centre

Client: Vancouver Board of Parks and Recreation

Site Location: 33 Avenue and Knight Street, Vancouver



## GeoPacific

### Consultants Ltd.

102 - 6968 Russell Avenue, Burnaby, BC, V5J 4R9  
Tel: 604-439-0922 Fax: 604-439-9189

INFERRED PROFILE				SAMPLE		SPT (blows per foot) 10 20 30 40 50 60 70	Remarks
Depth	Symbol	SOIL DESCRIPTION	Depth (m)	Type	Moisture Content (%)		
0		Ground Surface	0.0				
0.5		Asphalt			13		
1.5		Concrete			19		
2.0		FILL			22		
3.0		Silt and sand, some gravel, cinder, rusty brown, moist, compact (mixed with glass, metal, wood pieces)			34		
4.0		@ 4 ft, loose			41		
5.0		@ 8 ft, very moist			44		
6.0		@ 10 ft, wet			63		
7.0		@ 16 ft, gravel	5.2		64		
8.0		SAND					
9.0		Silty, fine grained, grey, moist, compact	6.4		17		
10.0		SAND					
11.0		Fine to medium grained, grey, wet, dense			22		
12.0							
13.0							
14.0							
15.0							
16.0							
17.0							
18.0							
19.0							
20.0							
21.0							
22.0							
23.0							
24.0							
25.0							
26.0							
27.0							
28.0							
29.0							
30.0							

Logged: MXL  
Method: Solid Stem Auger  
Date: July 2, 2004

Datum:  
Figure Number: A 1  
Page: 1 of 1

# Test Hole Log: BH 2

File: 5352

Project: Foundation Repair, Kensington Centre

Client: Vancouver Board of Parks and Recreation

Site Location: 33 Avenue and Knight Street, Vancouver

## GeoPacific

### Consultants Ltd.

102 - 6968 Russell Avenue, Burnaby, BC, V5J 4R9  
Tel: 604-439-0922 Fax: 604-439-9189

INFERRED PROFILE				SAMPLE		SPT (blows per foot) 10 20 30 40 50 60 70	Remarks
Depth	Symbol	SOIL DESCRIPTION	Depth (m)	Type	Moisture Content (%)		
0		Ground Surface	0.0				
0		<i>Topsoil</i>				23	
1		<i>FILL</i>				42	
2		Silt and sand, some gravel, cinder, rusty brown, dry, compact (mixed with glass, metal, wood pieces, ash, textile)				38	
3						20	
4						23	
5		@ 6 ft, moist, loose				8	
6						2	
7						1	
8		@ 13 ft, wet				2	
9						1	
10						2	
11						1	
12						2	
13						1	
14						1	
15						2	
16			5.2			9	
17		<i>SAND</i>				15	
18		Medium grained, some gravel, grey, wet, compact				9	
19						18	
20		@ 21 ft, dense				53	
21							>80
22							>80
23							
24							
25							
26							
27							
28							
29							
30							

Logged: MXL

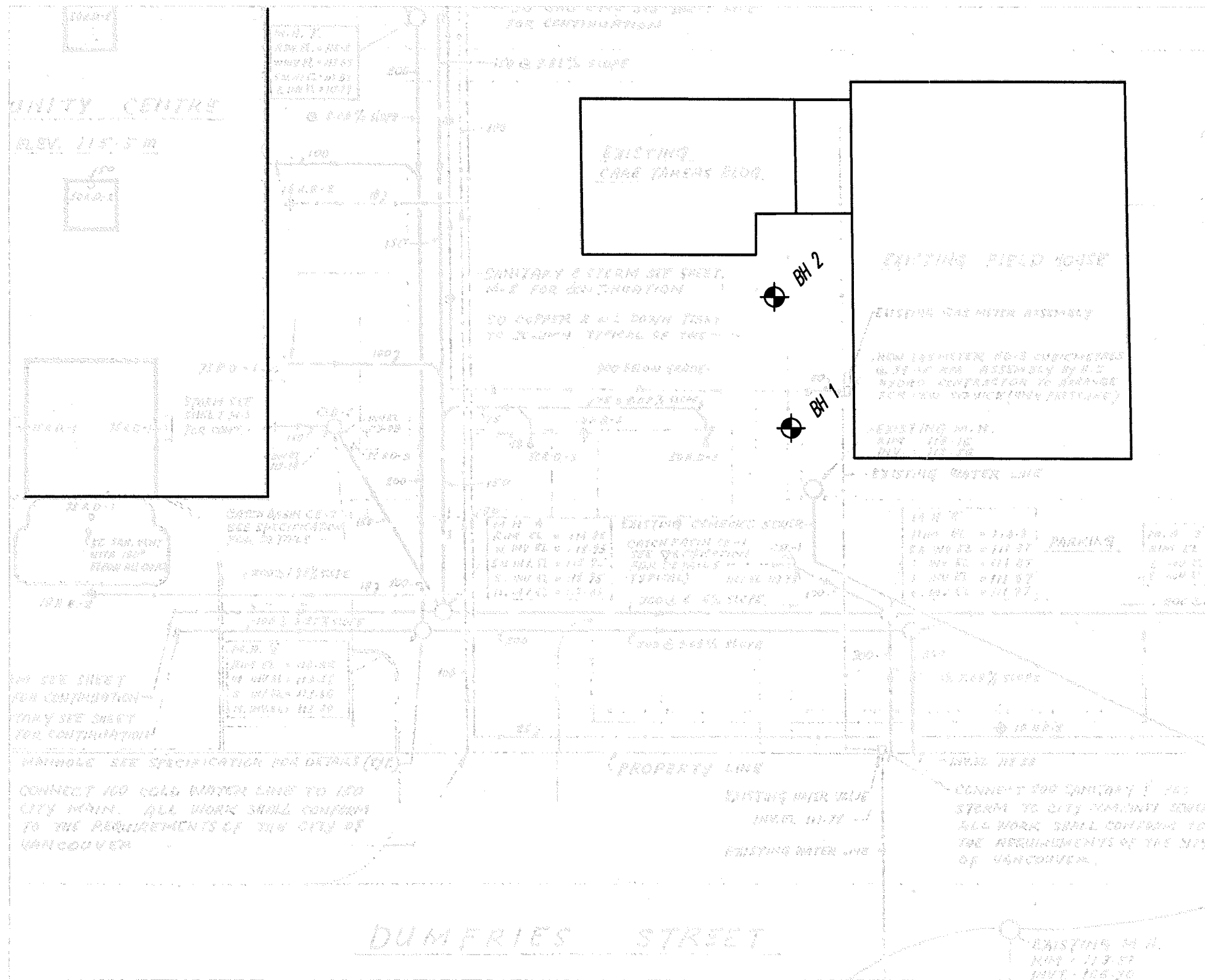
Method: Solid Stem Auger

Date: July 2, 2004

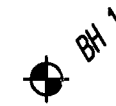
Datum:

Figure Number: A 2

Page: 1 of 1



LEGEND



BORE HOLE LOCATION

REFERENCE:  
 KEEN ENGINEERING CO. LTD.  
 7410 M-1  
 MAY 17, 1978

102-6968 Russell Avenue  
 Burnaby, B.C.  
 V5J 4R9  
 Ph (604) 439-0922  
 Fax (604) 439-9189

**GeoPacific**  
 Consultants Ltd.

DATE: JULY 15, 2004  
 DRN. BY: MXL APP'D: MJK  
 SCALE: NOT TO SCALE

**PROPOSED FOUNDATION REPAIR**  
 KENSINGTON COMMUNITY CENTRE, VANCOUVER  
 BORE HOLE LOCATIONS

FILE NO.: 5352  
 DWG. NO.: 5352-1

REVISIONS:  
 REV. A  
 REV. B  
 REV. C

REQUEST FOR PROPOSAL NO. PS20120838  
ARCHITECTURAL SERVICES FOR KENSINGTON HALL REDEVELOPMENT  
APPENDIX 8 - CERTIFICATE OF PRE-EXISTING INSURANCE

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SEE ATTACHED