



REQUEST FOR PROPOSALS

CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

RFP No. PS20190338

Issue Date: October 11, 2019

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CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City's Engineering Services Department - Streets Design Branch has identified to date, about 5,000 locations where curb ramps are missing in the City's current walking infrastructure.

Of that number, approximately 600 curb ramps have been requested by residents and have been placed on a backlog that the City would like to address. The initial contract award will be for a one year duration and it is expected that approximately 150-200 curb ramps will be completed during the initial one year term. At the sole discretion of the City, three additional one year contract extensions may be granted and if so it is it is expected that approximately 150 curb ramps will be completed during each one year contract extension, for a maximum contract term of four years.

The City is seeking Proposals from qualified companies to complete these services as further described within the RFP.

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("RFP"): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "Proponent") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "Agreement"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

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- (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on Wednesday, November 6, 2019
Closing Time	3:00pm on Thursday, November 14, 2019

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

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Brian Brennan, Contracting Specialist
brian.brennan@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

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

4.0 SUBMISSION OF PROPOSALS

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

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

- Subject of the file to be: PS20190338 - Construction Services for Curb Ramp Program - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format or PDF file, and;

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- Any other attachments if necessary
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a one (1) year period , with four (4) possible one (1) year extensions, for a maximum total term of five (5) years].
- 7.0 **PRICING**

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- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, labour, materials, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	50%
Sustainability	5%
Total	100%

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

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

8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

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

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

10.0 LIVING WAGE EMPLOYER

10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

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Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 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.

11.2 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.

12.0 LEGAL TERMS AND CONDITIONS

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

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

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PART B - CITY REQUIREMENTS

PART B - SCOPE OF WORK

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

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

1. Background:

- a. The City’s Engineering Services Department - Streets Design Branch has identified to date, about 5,000 locations where curb ramps are missing in the City’s current walking infrastructure.
- b. Of that number, approximately 600 curb ramps have been requested by residents and have been placed on a backlog that the City would like to address. The initial contract award will be for a one year duration and it is expected that approximately 150-200 curb ramps will be completed during the initial one year term. At the sole discretion of the City, three additional one year contract extensions may be granted and if so it is expected that approximately 150 curb ramps will be completed during each one year contract extension, for a maximum contract term of four years.

2. City Requirements

- a. The curb ramps and any associated slot pavement restoration will need to adhere to the City of Vancouver’s standards in the Streets Restoration Manual (SRM) https://vancouver.ca/files/cov/vancouver_street_restoration_manual.pdf , and the Master Municipal Construction Document (MMCD) Platinum edition. Please refer to the specifications, drawings, and other information below which is available separately and incorporated by reference:
 - MF137-A-1
 - MC137-A-2
 - MF137-L-3
 - MF137-L-5
 - MF137-L-6
 - MF137-AE-2
 - MF137-AE-3
 - MF137-AE-4

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- Appendix A - Curb Ramp Design Criteria (DOC/2017/275497: ENG - PMO - Design and Construction Standards Update - Design Criteria Manual - Draft 4 - PDF - 2017-08-30)
- Specification Drawings
- Curb Ramp WITT Map
- The Owners List of Known Workplace Hazards
- Contractor's Pre-Contract Hazard Assessment Form
- The Special Events List
- General City of Vancouver Guidelines for Archaeological Chance Find Management (DOC/2017/118627)

The documents listed above can be found at the FTP site for Proponents:

Use your web browser and go to: <https://webtransfer.vancouver.ca/>

The user ID is : PS20190338DL@coveftp01

The password is: VkQ8BD8M (The password is case sensitive.)

b. Other technical requirements for the work are as follows:

- All construction activities associated with completion of a curb ramp (B.C. to E.C.) to be included.
- All labour and materials to be included.
- All hauling and disposal to be included.
- All survey monuments to be reported prior to removal.
- All Traffic Management to be included.
- Utility locates to be completed prior to work starting. Any damage to City and third party infrastructure as a result of construction will be the Contractor's responsibility to repair.
- Adjustment of manhole, valve covers, junction boxes etc. as required due to the new curb ramp construction.
- New sleeves as required.
- Adjustment of adjoining sidewalk panels to meet grade requirements.
- A health and safety plan, and duly completed Contractors Precontract Hazard Assessment will be required for prior to the commencement of the work.

c. The Contractor will be responsible for all construction work associated with the curb ramp from beginning of curve (B.C.) to end of curve (E.C.), including, but not limited

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to, preparation of the sub-surface materials as necessary, notification, signage, Traffic Management Plan, flagging, survey, formwork, concrete, finishing, reinstatement of surrounding materials and conditions including slot pavement repair, third party materials and compaction testing, and clean up. The curb ramp may require new curb and gutter, or require the alteration of an existing curb and gutter. The installation of the curb ramp may also require alteration of existing pavement conditions to meet drainage requirements. Installation of the gutter pan needs to meet drainage requirements.

- d. Staff from the Engineering Services Department - Streets Design Branch will be available as support for any unique inquiries regarding the implementation of the curb ramps; however, the Contractor will be required to perform field adjustments as necessary with little to no direction.
- e. A unit cost rate per curb ramp should be submitted. This unit cost must encompass all work involved in a curb ramp from B.C. to E.C., property line to property line. All adjacent works required, each curb ramp should only require a maximum of 2 weeks from start to finish (demolition to public use). During this time, the Contractor will be responsible in providing a safe alternative and accessible route that is sensitive to all users including but not exclusive to wheelchairs, strollers, crutches, walkers etc).
- f. A priority list of the requested curb ramps was put together and is presented for reference. The areas are broken out into North and South districts according to the attached map. The six districts that are expected to be included in the initial contract term are:
 - 1. South 02 (S02)
 - 2. North 06 (N06)
 - 3. South 22 (S22)
 - 4. North 05 (N05)
 - 5. South 03 (S03)
 - 6. North 25 (N25)

These six districts account for 158 curb ramps and the detailed list of the locations are tabulated in Table 1 below.

Table 1: Curb Ramp Locations for Six Districts (Listed by district, not in priority order)

Streets Sub-District	Intersection	Total Curb Ramps	Type of Curb Ramp	Street Classification as per SRM
N05	Yew/Cornwall	2	Corner	Arterial
N05	Fir/W. 3rd (se@island)	1	Lane	Local
N05	Stephen/W. 2nd	3	Corner	Local
N05	Arbutus/W. 3rd	1	Corner	Local
N05	Arbutus/W. 3rd (w/s lane north)	2	Lane	Local
N05	Yew/W. 3rd	1	Corner	Local

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N05	Yew/W. 3rd (lane north)	4	Lane	Local
N05	Vine/York	1	Corner	Local
N05	Fir/W. 7th (median on south side)	2	Lane	Arterial
N05	Vine/York (lane north)	1	Lane	Local
N05	Maple/W. 7th	1	Corner	Local
N05	Maple/W 8th	3	Corner	Local
N06	Blenheim/W. 6th	3	Corner	Local
N06	Dunbar/W. Broadway (lane north)	3	Lane	Local
N06	Highbury/W. 3rd	2	Corner	Local
N06	Collingwood/W. 6th	3	Corner	Local
N06	Waterloo/W. 3rd (lane south)	3	Lane	Local
N06	Collingwood/W. 3rd (lane south)	3	Lane	Local
N06	Macdonald/W. 2nd	1	Corner	Arterial
N06	Waterloo/W. 3rd	1	Corner	Local
N06	Balaclava/W. 6th	2	Corner	Local
N06	Balaclava/W. 7th	2	Corner	Local
N06	Alma/W. 3rd	4	Corner	Local
N25	Penticton/E. 24th (lane north)	4	Lane	Local
N25	Penticton/E. 23rd	1	Corner	Local
N25	Kaslo/E. 23rd (lane east)	2	Lane	Local
N25	Slocan/E. 22nd	1	Corner	Arterial
N25	Gladstone/E. 24th	1	Corner	Local
N25	Gladstone/E. 25th	1	Corner	Local
N25	Duchess/Cheyenne	1	Corner	Local
N25	Duchess/Horley	3	Corner	Local
N25	Duchess/Euclid north leg	3	Corner	Local
N25	Ravine/Euclid	2	Corner	Local
N25	Todd/Euclid	2	Corner	Local
S02	Yew/W. 33rd	3	Corner	Arterial
S02	Puget/W. King Edward (lane south)	2	Lane	Arterial
S02	Larch/W. 34th	4	Corner	Arterial
S02	Vine/W. 20th (lane north)	1	Lane	Local
S02	Vine/W. 20th	2	Corner	Local
S02	Vine/W. 19th	1	Corner	Local
S02	Valley/W. 21st	3	Corner	Local
S02	Yew/W. 40th (north leg)	2	Corner	Local
S02	Vine/W. 21st	2	Corner	Local
S02	Valley/W. 20th	3	Corner	Local
S02	Valley/W. 22nd	2	Corner	Local
S02	Arbutus/Valley	1	Corner	Arterial
S02	Macdonald/W. 16th	4	Corner	Arterial
S02	Balsam/W. 19th	2	Corner	Local

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PART B - CITY REQUIREMENTS**

S02	Balaclava/W. 38th	4	Corner	Local
S02	Balsam/W. 21st	2	Corner	Local
S02	Yew/W. 40th (south leg)	2	Corner	Local
S02	Carnarvon/W. 38th	2	Corner	Local
S02	Balsam/W. 20th	4	Corner	Local
S03	Alexandra/Matthews	2	Corner	Local
S03	Cartier/W. 38th	2	Corner	Local
S03	Cartier/W. 39th	1	Corner	Local
S03	Cypress/W. 39th	2	Corner	Local
S03	East Boulevard/W 20th	3	Corner	Local
S03	East Boulevard/W. 19th	1	Lane	Local
S03	Oak/W. 16th	2	Corner	Arterial
S22	Ashburn/Hoylake	3	Corner	Local
S22	Ashburn/Bonnyvale	4	Corner	Local
S22	Ashburn/Uplands	2	Corner	Local
S22	Nanaimo/Qualicum	1	Corner	Local
S22	Leaside/E. 64th	4	Corner	Local
S22	Nanaimo/Qualicum (lane south)	2	Lane	Local
S22	Gladstone/E. 61st	2	Corner	Local
S22	Gladstone/Newport	4	Corner	Local
S22	Gladstone/E. 61st (lane north)	4	Lane	Local
S22	Harrison/Burquitlam	2	Corner	Local

- g. The Work may include all or some of the curb ramps listed in Table 1. Other curb ramps from the remaining priority list may be included as well. For the purpose of the RFP, assume that only the six districts listed above are to be considered in the first year. As the program is extended a new priority list will be provided yearly or when the existing list is completed.

3. Construction Schedule:

- a. Below is the anticipated construction schedule for the Work:

Milestone	Date
Project Award	January, 2020
Kick Off Meeting	January, 2020
Total Completion	As districts are completed. Final Completion by January 13, 2020

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- b. There are a number of special events that use the sites where the work is to take place. The Contractor will coordinate the work with these special events and the City may require that the Contractor temporarily suspend the Work, adjust traffic control at the Work Site, or to accommodate the special events in other ways that are reasonably necessary to allow the special events users appropriate space and access. The events and tentative dates expected are available in the separate attachment titled Special Events List. This list is constantly changing and should be cross referenced with public resources such as Road Ahead or Plan It.
- 4. Project Coordination**
- a. The contractor will be required to provide the following project coordination services:
- Attend an initial contract kickoff meeting that will be approximately two hours in duration at a City facility.
 - Provide a two week look ahead schedule in GANNT or similar format which is to be emailed to the City's Project Manager for approval, three weeks prior to the commencement of work, taking into account the preliminary construction schedule provided, the Special Events list, and any other City requirements. Identification of any non standard curb ramps, which may include granite curb ramps must be included in the two week look ahead schedule.
- 5. Archaeological Requirements**
- a. All archaeological sites, whether on Provincial Crown or private land (including land under water) that are known or suspected to predate AD 1846, are automatically protected under the Heritage Conservation Act (HCA) (S.13). Certain sites, including human burials and rock art sites with heritage value, are automatically protected regardless of their age. The HCA does not distinguish between those archaeological sites which are "intact," (i.e., those sites which are in a pristine, or undisturbed state) and those which are "disturbed" (i.e., those sites which have been subject to alteration, permitted or otherwise). All archaeological sites, regardless of condition, are protected by the HCA, as described above. HCA-protected archaeological sites or objects cannot be disturbed or altered without a permit issued by the Archaeology Branch (Ministry of Forests, Lands Natural Resource Operations and Rural Development).
- b. Given that the scope of work may involve some level of ground disturbance the contractor must adhere to the City of Vancouver's archaeological processes to ensure compliance with the HCA. The contractor is required to have all crew members attend archaeological Chance Find Management (CFM) training with the City of Vancouver's archaeologist, prior to the commencement of work and each crew on site must include at least one member with CFM training. The training will be held in a City facility and will be approximately two hours in duration. Separate CFM training may be arranged for new/untrained staff through the City's Project Manager. Crew members will be required to attend a refresher course every two years to maintain their knowledge of CFM procedures. The contractor is also required to follow the protocols outlined in the General City of Vancouver Guidelines for Archaeological Chance Find Management document.

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- c. If suspected archaeological materials are encountered during the work, the contractor must stop work in the immediate area of the find and contact the City of Vancouver project manager immediately. In locations that are identified as having a high risk of finding archaeologically material or if work is required within a registered archaeological site, the contractor must ensure that the appropriate HCA permit is in place and archaeological monitors are present prior to undertaking ground altering activities. In order to maximize efficiency for the archaeological monitor(s), the contractor may be asked to sequence work to prioritize all locations with high potential of archaeological finds to occur at the same time.

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PART C - FORM OF PROPOSAL

RFP No. PS20190338 CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM (the "RFP")

Proponent's Full Legal Name: _____
"Proponent"

Address: _____

Jurisdiction 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 agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Proof of WorkSafeBC Registration
- APPENDIX 11 Conflicts; Collusion; Lobbying

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APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20190338, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

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hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

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

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7 DISPUTE RESOLUTION

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

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

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

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.

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9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

Proponent Overview

In the space below, or in a section of the Proposal titled "Proponent Overview", provide a description of the Proponent's company, number of employees, purpose and history of successes.

Key Personnel

In the space below, or in a section of the Proposal titled "Key Personnel", identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. Also attach to this Form of Proposal, as an additional Appendix, CVs and a complete organization chart identifying all roles and areas of responsibility especially including account management, superintendence, and health and safety.

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Work Plan and Schedule

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan and Schedule"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

Information that should be supplied:

- Significant issues, opportunities, challenges and constraints;
- Review project schedule and assess risk management elements that may affect the project;
- Work Plan - detailed breakdown of deliverables;
- Project schedule - proposed major milestone schedule, with the City's preferred dates taken into consideration;
- Risk management strategy.

Contractors Equipment and Machinery

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Contractors Equipment"), Proponents should provide the following information in regards to the equipment and machinery proposed for the work:

- A list of all equipment and machinery including manufacturer name and model, age, and number of hours (if applicable).
- Describe their approach to GHG reductions and what specific actions have been taken in the past 3 years to reduce the fuel consumption of Proponent's vehicles, equipment and machinery with particular reference to initiatives such as anti-idling, fuel efficient driver training, etc.

Innovation

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

Sustainability

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Sustainability - Environmental") describe how your company would repurpose, reuse, or recycle any demolition waste described in the RFP.

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Alternative Solutions

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

Supplier Diversity - NOT EVALUATED

<p>Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.</p> <p>In the space below, indicate the Proponent’s company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
<ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate 	<ul style="list-style-type: none"> <input type="checkbox"/> % Women <input type="checkbox"/> % Indigenous Peoples <input type="checkbox"/> % Ethno-cultural People <input type="checkbox"/> % People with Disabilities <input type="checkbox"/> % LGBTQ+ <input type="checkbox"/> % Other: please indicate 	<ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate

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**APPENDIX 3
COMMERCIAL PROPOSAL**

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

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

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

Table 1 - Price for the Work for 2020

Work Task	Number of Curb Ramps - 2020	Unit Price for 2020 (including PST)	Total Price (including PST)	
Corner Ramp Construction Single or Double - - Local	104			
Lane Ramp Construction - - Local	31			
Survey as required - - Local	135			
Traffic Management - Local	135			
Corner Ramp Construction Single or Double - Arterial	18			
Lane Ramp Construction - Arterial	4			
Survey as required - Arterial	22			
Traffic Management - Arterial	22			
Subtotal				
Total Amount of GST				
Total Proposed Price (including all taxes)				

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Work Task	Unit Price for 2021 (including PST)	Unit Price for 2022 (including PST)	Unit Price for 2023 (including PST)	Unit Price for 2024 (including PST)
Corner Ramp Construction Single or Double - - Local				
Lane Ramp Construction - Local				
Survey as required - Local				
Traffic Management - Local				
Corner Ramp Construction Single or Double - Arterial				
Lane Ramp Construction - Arterial				
Survey as required - Arterial				
Traffic Management - Arterial				

By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of and in the Form of Agreement attached hereto as Part D.

REQUEST FOR PROPOSALS NO. PS20190338
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APPENDIX 4
PROPONENT'S REFERENCES

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

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

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

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

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APPENDIX 5
CERTIFICATE OF INSURANCE

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



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

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

PS20190338 - CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

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

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

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

INSURER _____	
<input checked="" type="checkbox"/> Personal Injury	POLICY NUMBER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Employees as Additional Insureds	Aggregate \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

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

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**
 INSURER _____ Per Occurrence/Claim \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

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APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

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

Signature: _____

Name and Title: _____

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
PART C - FORM OF PROPOSAL

APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

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

PERSONAL INFORMATION CONSENT FORM

Reference #PS20190338

Title: CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

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

(Print Name)

consent to the indirect collection from _____

(Print Name of Proponent) of

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

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

Signature

Date

REQUEST FOR PROPOSALS NO. PS20190338
 CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
 PART C - FORM OF PROPOSAL

APPENDIX 8
 SUBCONTRACTORS

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

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

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

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
PART C - FORM OF PROPOSAL

	Value:	
	Client Contact:	

REQUEST FOR PROPOSALS NO. PS20190338
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PART C - FORM OF PROPOSAL

APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

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

Section / General Condition	Proposed Amendment	Rationale and Benefit

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
PART C - FORM OF PROPOSAL

APPENDIX 10
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 10 to this Form of Proposal proof of valid WorkSafeBC registration.

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
PART C - FORM OF PROPOSAL

APPENDIX 11
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 11 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

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

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
ANNEX 1

PART D
FORM OF AGREEMENT

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM
PART D - FORM OF AGREEMENT



REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

FORM OF AGREEMENT

between

CITY OF VANCOUVER

And

_____, 20____

The Agreement is dated for reference, _____.

BETWEEN:

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

(the "City")

AND:

[NTD: INSERT CONTRACTOR NAME/ADDRESS]

(the "Contractor")

WHEREAS:

- A. The City recently issued publicly its Request for Proposals No. PS20190338 (the "RFP") by which it requested proposals from construction companies for the provision of certain construction services for the installation of sidewalk curb ramps for the City.
- B. The Contractor submitted a proposal in response to the RFP, and now the City and the Contractor wish to enter into a contract regarding such construction services.

THEREFORE, the parties hereto agree as follows:

INTERPRETATION

Definitions

1. In the Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out here:
 - a) "**Agreement**" means the Agreement inclusive of all schedules, appendices, and other documents and records attached to it or incorporated into it by reference;
 - b) "**Applicable Laws**" means all federal, provincial and municipal legislation, regulations, rules, standards, codes, orders, restrictions and requirements and all common law in any way applicable to the Contractor, the Agreement and the Work;
 - c) "**City Project Manager**" means the City's representative authorized in accordance herewith to act on the City's behalf in a supervisory and decision-making capacity in connection with the Work and the Agreement;
 - d) "**Work Schedule**" means the Contractor's written schedule for performance of the Work as created, modified from time to time and kept in accordance with the Agreement;

- e) **“Contract Documents”** means all of documents, records and materials of which the Agreement is comprised, including the main body of the Agreement, all schedules hereto and all documents, records and other materials explicitly incorporated herein by reference;
- f) **“Contractor Project Manager”** means the Contractor’s representative authorized in accordance herewith to act on the Contractor’s behalf in a supervisory and decision-making capacity in connection with the Work and the Agreement;
- g) **“Curb Ramp”** means a sloped portion of a sidewalk or walkway, usually located at a street corner, crosswalk or laneway and adjacent and connected to a low-profile street curb or a low-profile portion of a street curb, and designed and constructed to accommodate safe and easy wheelchair, baby stroller or carriage and other similar forms of wheeled access to and from the sidewalk or walkway;
- h) **“Drawings”** means all plans, designs, profiles, drawings, sketches and other similar kinds of materials included or referred to in the Agreement to show the appearance of and requirements for the Work;
- i) **“Environmental Legislation”** means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection;
- j) **“General Condition”** and **“GC”** mean a general condition contained in the General Conditions schedule to the Agreement (that is, Schedule “A”);
- k) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- l) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- m) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Contractor in writing;
- n) **“Living Wage Employee”** means all Contractor employees and Subcontractors in any way participating in the performance of the Work for at least one hour, but excluding Students, volunteers and employees of Social Enterprises;
- o) **“Notice of Acceptance”** means a written notice from the City to the Contractor by which the City accepts in accordance herewith that the construction of a particular Curb Ramp(s) described in a Notice of Completion delivered to the City hereunder, has been completed as required hereunder;
- p) **“Notice of Completion”** means a detailed written notice from the Contractor to the

City by which the Contractor notifies the City in accordance herewith that the Contractor has completed as required pursuant to the Agreement a particular Curb Ramp(s) included in the Work;

- q) **"Notice of Deficiencies"** means a detailed written notice from the City to the Contractor by which the City:
 - i) notifies the Contractor that the City does not accept as complete the construction of a particular Curb Ramp(s) identified in a Notice of Completion delivered to the City hereunder; and
 - ii) provides an adequately detailed description of the deficiencies therein;
- r) **"Notice to Proceed"** means a detailed written notice from the City to the Contractor by which the City directs the Contractor to commence and carry out the particular Work described in the Notice to Proceed;
- s) **"Other Contractors"** means any person, firm or corporation employed by or having a contract with the City and/or associated parties otherwise than through the Contractor;
- t) **"Plant"** means all tools, equipment, machinery, engines, motor vehicles, trucks, structures, containers, forms, anchors, trestles, signage, barriers and hoardings, and all other hardware and things of every sort, kind and description whatsoever reasonably required for the performance of the Work;
- u) **"Products"** means materials, fluids, parts, hardware and other things incorporated or to be incorporated into the Curb Ramps included in the Work;
- v) **"Proposal"** means the Contractor's proposal submitted to the City in response to the RFP;
- w) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- x) **"Specifications"** mean the all written and numerical descriptions, requirements and standards for the Work included or referred to in the Agreement;
- y) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Contractor or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- z) **"Subcontractor"** means any company, organization or person, other than an employee, with which or whom the Contractor contracts to perform a portion or portions of the Work;
- aa) **"Term"** means the term of the Agreement as specified herein;
- bb) **"Traffic Management Plan"** means the Contractor's traffic management plan included

with the Proposal, as it, the Traffic Management Plan, may be modified from time to time pursuant to the Agreement;

- cc) "WCA" mean the *Workers Compensation Act*, RSBC 1996, c. 492 and the regulations thereto, as they or any of them may be amended or replaced from time to time;
- dd) "Work" means construction and related services for the installation of Curb Ramps for the City as the City may from time to time during the Term require and direct pursuant to the Agreement, including, without limitation, all Plant, Products, labour, services and other resources and things required therefor;
- ee) "Work Schedule" means a comprehensive written schedule, as modified from time to time hereunder, for the performance of all Work for which the City has issued Notices to Proceed to the Contractor, containing, without limitation, detailed information regarding commencement, significant progress, and completion dates for all such Work and created using Microsoft Projector or other scheduling software approved by the City Project Manager;
- ff) "Work Sites" means the specific City streets locations at which the Work is to be carried out and, subject to City approval, such other areas within City streets adjacent thereto which it is reasonably necessary for the Contractor to use and/or move about on for purposes and during performance of the Work;
- gg) "WorkSafeBC" means the workers compensation board established and functioning pursuant to WCA and any successors in function to WorkSafeBC;
- hh) "Working Day" means any day other than a Saturday, Sunday or a "holiday" as defined in the *Interpretation Act* (British Columbia).

General

- 2. The following are Schedules to and included in the Agreement:
 - a) Schedule A - General Conditions;
 - b) Schedule B - Drawings and Specifications;
 - c) Schedule C - Contractor Pricing;
 - d) Schedule D - Subcontractors and Suppliers;
 - e) Schedule E - Insurance Certificates;
 - f) Schedule F - Force Account Labour and Construction Equipment Rates;
 - g) Schedule G - Insurance Coverage Requirement.
- 3. All documents, records and materials making up the Agreement are intended to be complementary and each of them will be as binding hereunder as if called for by all of them. Notwithstanding the foregoing, the City Project Manager, and only the City Project

Manager, may determine the resolution of any or any perceived inconsistencies and/or conflicts between, amongst or in any part(s) of the Agreement.

4. In the Agreement, except as expressly stated to the contrary or the context otherwise requires:
 - a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of the Agreement;
 - b) the terms "the Agreement", "hereof", "herein", "hereunder", "hereto" and "herewith and any other similar similar expressions refer, unless otherwise specified or the context otherwise requires, to the Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - g) all references to currency or monetary amounts herein in the lawful currency of Canada;
 - h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
 - i) the words "include" and "including" are to be construed as meaning "including, without limitation".

TERM

5. The term of the Agreement shall be 1 year beginning January 1, 2020 and ending December 31, 2020 (the "Term").
6. Notwithstanding the foregoing, the City, by giving not fewer than 60 days prior written notice to the Contractor each time, may extend the Term on an annual basis for up to a maximum of 3 consecutive periods of 1 year each.
7. The Agreement will terminate automatically at the end of the Term, as it may or may not have been extended pursuant to the preceding paragraph.

8. Time is of the essence for the Agreement.

THE WORK

9. The Contractor will perform the Work as the City, by Notice(s) to Proceed, may direct from time to time during the Term and in accordance with the Agreement.
10. The Contractor will coordinate the Work with the City Project Manager, or his/her delegate(s), and ensure that the performance of the Work does not adversely impact any City or Other Contractor activities.
11. The Contractor hereby represents and warrants that it possesses the skills, knowledge, qualifications and experience and has and/or has access to all resources necessary for the performance of the Work in accordance with the Agreement.
12. Without limitation to anything else herein, the Contractor will perform the Work:
- a) with the degree of care, skill and diligence generally accepted as being applicable to and normally applied in the performance of services of the nature and magnitude of or of similar nature and magnitude to those contemplated by the Agreement at the time and place the Work are rendered;
 - b) in accordance with the Drawings and Specifications and sound current professional practices applicable thereto;
 - c) in conformity with all Applicable Laws; and.
 - d) in accordance with the Work Schedule.
13. The Contractor will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to Work Sites or any other City property.

FEES & PAYMENT

14. For Work performed hereunder, the City will pay the Contractor fees ("Fees") in accordance with the Contractor's pricing therefor as set out in Schedule C hereto (the "Pricing Schedule"), plus applicable taxes.
15. Except for applicable taxes, the pricing for the Fees hereunder as set out in Schedule C is all-inclusive and, as such, includes, without limitation, all costs to the Contractor for the supply of all Plant, Products, labour, services and overhead relating to the Contractor's performance of and any and all profit to the Contractor for the Work.
16. Notwithstanding anything else in the Agreement, the City will pay Fees to Contractor at no greater frequency than once per month and only in accordance with the following procedures:

- a) when at any time the Contractor reasonably believes that it has completed the construction of a Curb Ramp or of multiple Curb Ramps as required hereunder, the Contractor will deliver to the City a Notice of Completion therefor providing a detailed description of the Curb Ramp(s) so completed;
 - b) within 2 weeks of receiving any such Notice of Completion, or within such other time as the City may reasonably require, the City will inspect the Curb Ramp(s) identified in the Notice of Completion;
 - c) if, after such inspection, the City believes that the Curb Ramp(s) identified in the Notice of Completion has not been completed as required hereunder, the City will provide to the Contractor a Notice of Deficiencies therefor (“Notice of Deficiencies”);
 - d) within 10 days after receipt of a Notice of Deficiencies, the Contractor will correct the deficiencies described therein and will re-submit a Notice of Completion therefor, after which the City will again inspect the Curb Ramp(s) in accordance with these payment provisions; and
 - e) when after inspection the City believes that a Curb Ramp(s) identified in a Notice of Completion has been completed in accordance herewith, the City will deliver to the Contractor a Notice of Acceptance therefor; and
 - f) the Contractor may then invoice the City on a monthly basis, in accordance herewith, for payment of Fees for any unpaid-for Work for which the Contractor has received Notices of Acceptance hereunder from the City.
17. The Contractor will by the 25th day of each month provide to the City Project Manager a draft invoice with an attached detailed account of all Fees be claimed by the Contractor for the preceding month. The City Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the City Project Manager’s discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City Project Manager to expedite and settle of the draft invoice. The Contractor will submit its final invoice, as approved in draft form, to the City to its Accounts Payable at APIInvoice@vancouver.ca. The invoice must contain:
- a) the Contractor’s name, address and telephone number;
 - b) the City purchase order number;
 - c) the name of the City Project Manager;
 - d) the invoice number and date;
 - e) details of any applicable taxes (with each tax shown separately); and
 - f) tax registration number(s).
18. If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Contractor’s invoices, for whatever reason, the City

will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Contractor.

19. The Contractor 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 Contractor and by such other means as will be reasonably necessary or advisable.
20. The Contractor shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

SUBCONTRACTORS

21. Unless and to the extent otherwise explicitly permitted herein, the Contractor may not engage any Subcontractor for the performance of the Work or any part thereof, unless the Contractor has first obtained the explicit written consent of the City, which consent may be arbitrarily withheld.
22. The Contractor will administer, coordinate and manage all services provided hereunder by any Subcontractors, will assume full responsibility to the City for all Work performed by the Subcontractors and will pay all fees and disbursements payable to all such Subcontractors therefor.
23. Where a Subcontractor is used by the Contractor under the Agreement, the Contractor will legally bind the Subcontractor to comply with the Agreement.
24. Nothing in the Agreement will create any contractual relationship between a Subcontractor and the City.

COMMUNICATIONS BETWEEN CITY AND CONTRACTOR

25. The City hereby appoints **[insert name]** **[email address]** as the City Project Manager.
26. If at any time the City notifies the Contractor in writing to the effect that any individual previously appointed as the City Project Manager no longer holds that position, then that person will no longer have any authority under the Agreement and all references herein to the City Project Manager will thereafter be deemed to be a reference to the City or to such other person(s) as the City from time to time may notify the Contractor in writing has been appointed as the City Project Manager hereunder.
27. Notwithstanding anything else herein, the City Project Manager may from time to time delegate to other persons some of the City Project Manager authority, tasks, duties and responsibilities hereunder and as delegated they will be effectively exercised or

performed hereunder.

28. The Contractor hereby appoints [insert name] [email address] as the Contractor Project Manager.
29. The Contractor may change its Contract Project Manager from time to time during the Term, provided that the Contractor gives the City written notice thereof in advance of the change or, if that is not possible, as soon as possible thereafter.
30. The Contractor will not at any time during the Term be without a Contractor Project Manager.
31. Unless otherwise agreed to in writing by the Parties, all material communication between the Contractor and the City regarding the Agreement, including performance of the Work, will be between the City Project Manager and the Contractor Project Manager.

CONFIDENTIALITY

32. In the course of or for the purpose of performing the Work, the Contractor might 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:
 - a) information which is in, or becomes part of, the public domain, not due to the Contractor's breach of the Agreement or the Contractor's actions;
 - b) information which was previously in the Contractor's possession and did not originate from the City; and
 - c) information which lawfully becomes available to the Contractor from a third party not under an obligation of confidence to the City regarding such information.
33. The Contractor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Work under the Agreement. The Contractor 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 Work, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions herein. The Contractor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
34. If the Contractor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Contractor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Contractor 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 restrictions on use will be accorded such Confidential Information.

35. 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 Contractor confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
36. The Contractor acknowledges that in the event of a breach by the Contractor or any of its employees of their respective confidentiality obligations herein, damages alone would not be an adequate remedy. The Contractor 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.
37. The Contractor shall return to the City all copies of Confidential Information in its possession or control existing in a physical form and media and delete all Confidential Information in its possession or control in electronic and/or digital form upon the earliest of the following dates:
 - a) completion of the Work;
 - b) expiration or earlier termination of the Agreement; and
 - c) written request of the City for return of the Confidential Information.
38. Notwithstanding the foregoing, the Contractor may, if necessary or required by law, retain one copy of the Confidential Information solely for record-keeping purposes, but always subject to its ongoing confidentiality and restricted use obligations.
39. The Confidential Information requirements herein shall survive the expiry of the Term or earlier termination of the Agreement.

NOTICES

40. Any notice required or permitted to be given to the Contractor will be sufficiently given if delivered in writing to the Contractor Project Manager personally or by email or, if mailed, by registered mail to the last known address of the Contractor.
41. Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing to the City Project Manager personally or by email or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City Project Manager).

NO CONFLICT OF INTEREST

42. The Contractor represents and warrants that none of its directors, officers, shareholders, owners or employees or any other persons in any way connected with the Contractor and no spouses, business associates, friends or relatives of any such persons is now or at any time material to the issuance of the RFP, the Contractor's submission of the Proposal or negotiation of the Agreement was:
- a) an elected official or employee of the City; or
 - b) in a business or familial relationship of any kind with any elected official or employee of the City so as to result thereby in a conflict of interest or an appearance of a conflict of interest in connection with Proposal, the Agreement or the performance of the Work.

COMPLIANCE WITH LAW

43. The Contractor will comply with the City's *License By-law* and maintain a valid business license thereunder throughout the duration of the Term.
44. The Contractor agrees that it will perform the Work at all times in compliance with all Applicable Laws.

GOVERNING LAW AND RESOLUTION OF DISPUTES

45. The Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under the Agreement.

INDEPENDENT CONTRACTOR

46. Under the Agreement the Contractor is an independent contractor to the City and neither it nor any of its Subcontractor, officers, directors, shareholders, partners, personnel, affiliates and agents are or may be deemed to be partners, appointees, employees or agents of the City.
47. The Contractor will not represent to anyone that the Contractor has any authority to legally bind the City in any way or that the Contractor is a representative, employee or agent of the City.

INDEPENDENT LEGAL ADVICE

48. The Contractor acknowledges that the Contractor has been given the opportunity to seek independent legal advice before executing the Agreement.

GENERAL

49. **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

50. **Severability.** The invalidity, illegality or unenforceability of any portion or provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void portion or provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
51. **Remedies Cumulative.** The remedies of the Parties provided for in the Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in the Agreement or at law notwithstanding the termination of the Agreement.
52. **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of the Agreement.
53. **Entire Agreement.** The Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
54. **Amendment.** The Agreement shall not be amended except as specifically agreed in writing by both the City and the Contractor.
55. **Joint and Several Liability of Joint Venture Participants.** If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Contractor shall be joint and several.
56. **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of the Agreement.
57. **Set-Off.** The City may withhold and set-off against any amount owing to the Contractor (whether under the Agreement or otherwise) any amounts payable by the Contractor to the City (whether under the Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.
58. **Enurement.** The Agreement shall enure to the benefit of and be binding upon the City and the Contractor and their respective successors and permitted assigns.
59. **Execution.** The Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. The Agreement may be executed by the Parties electronically or by facsimile and if so

executed and transmitted, the Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Contractor each have executed the Agreement as of the day and year first above written.

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONTRACTOR]

Authorized Signatory

Print Name and Title

SCHEDULE A

GENERAL CONDITIONS

The following General Conditions are additional terms and conditions in and to the Agreement:

GC.1 INTERPRETATION

The Drawings and the Specifications and all other parts of the Agreement are intended to be complementary. If at any time the Contractor becomes aware of any differences, errors or inconsistencies in or amongst them, the Contractor, before proceeding further with any Work, shall bring all such differences, errors and inconsistencies to the attention of the City Project Manager. The City Project Manager shall resolve the differences, errors and inconsistencies so identified and the Contractor shall proceed with the Work in accordance with the City Project Manager's decision in that respect.

The City Project Manager may from time to time provide to the Contractor additional detail drawings and specifications for the Work and any and all such detail drawings and specification shall be considered to be Drawings and Specification, respectively, hereunder and as such shall take precedence over pre-existing Drawings or Specifications, and shall be considered as explanatory of them and not as indicating changes in the Work or as giving rise to any entitlement to a change in the Agreement Price.

On all Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk. Despite the above, in the event of any inconsistency between the Drawings and Specifications or between any other Contract Documents or within any Contract Documents which could be construed as creating an ambiguity regarding the extent and/or scope of the Work, Fees amounts, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (a) the portion of the Agreement most favourable to the City will be deemed to be correct;
- (b) the more stringent will take precedence over the less stringent;
- (c) the more expensive item will take precedence over the less expensive; and
- (d) if none of the foregoing rules (a), (b) and (c) can be applied by the City Project Manager, the more specific provision will take precedence over the less specific.

GC.2 KNOWLEDGE OF WORK SITES

The Contractor was, prior to submitting the Proposal, and is fully knowledgeable about and familiar with the nature and conditions of street and sidewalk Curb Ramp construction sites such as the Work Sites and, notwithstanding any other provision hereof, no adjustment to the Fees shall be made in relation to any Work Site conditions not anticipated by the Contractor, and the City shall not be liable to the Contractor for any expenses or losses sustained by the Contractor as a result of any unanticipated Work Site conditions. The Contractor has examined carefully the Drawings, Specifications and other Contract Documents. The Contractor has satisfied itself as to the character, quality and quantity of Work, as to the materials and services to be furnished therefor and as to the requirements of the Drawings, Specifications and other Contract Documents. The Drawings may show or describe conditions as they are believed by the City to exist, but it is not to be inferred that all of the conditions as shown thereon actually do exist as shown, nor shall the City or any of its officials, employees or agents be liable for any loss sustained by the Contractor as a result of any variance between any conditions shown in the Drawings or other Contract Documents and the actual conditions revealed during the progress of the Work, or otherwise.

The Contractor agrees that it has satisfied itself by the Contractor's own investigation and research regarding Work Site conditions that the Contractor's conclusion to enter into the Agreement is based upon such investigations and research and that the Contractor will make no claim against the City because any estimates, tests or representations of any kind affecting the Work made by any officer, employee or agent of the City that may prove to be in any respect erroneous. The Contractor assumes the risk of unforeseen conditions and agrees to complete the Work under whatever circumstances may develop. Any information shown or described in the Drawings, Specifications or other Contract Documents as to the surface, sub-surface, soils or borings or tests of existing material is not guaranteed, and no claim for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

GC.3 MASTER MUNICIPAL SPECIFICATIONS AND STANDARD DETAIL DRAWINGS

The Agreement incorporates by reference, as may be applicable to the Work, the "Master Municipal Specifications and Standard Detail Drawings" contained within Volume II of the Master Municipal Construction Document (printing 2000) ("MMCD"), as supplemented by the City of Vancouver Street Restoration Manual, which is available at: https://vancouver.ca/files/cov/vancouver_street_restoration_manual.pdf. Notwithstanding the foregoing, all of Volume I of the MMCD and the following parts of Volume II of the MMCD are excluded from the Agreement: Instructions to Tenderers - Part II. General Conditions (including Schedule 17.5.3 Letter Agreement with Referee, Changes and Extra Work flow chart, and Dispute Resolution Process flow chart).

GC.4 WORKSAFE BC COVERAGE AND PRIME CONTRACTOR

1. **Payment of WorkSafeBC Assessments** - The Contractor, at its expense, shall procure and carry at all times during the Term full WorkSafeBC coverage for itself and all workers of all kinds participating in the performance of the Work. The City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor, and the City may withhold payments to the Contractor under the Agreement until any WorkSafeBC premiums, assessments or penalties unpaid by the Contractor have been paid in full.
2. **Prime Contractor** - For all Work Sites that, when the Contractor is performing Work there, are or form part of a "multiple-employer workplace" within the meaning the WCA, the Contractor shall, unless otherwise specified in the Agreement or notified to the contrary by the City Project Manager, be and perform the functions of the "Prime Contractor" therefor pursuant to the WCA and as such shall perform all duties imposed upon it thereunder, notwithstanding that the City, the City Project Manager or any Other Contractor might from time to time perform some Prime Contractor duties.

Without limitation to the foregoing, when acting as the "Prime Contractor" hereunder, the Contractor shall:

- a. comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the City Project Manager, relative to occupational health and safety;
- b. initiate, maintain and supervise all safety programs and measures in connection with the performance of the Work, which programs and measures shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the City Project Manager;
- c. conduct regular safety meetings at the Work Sites, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the City Project Manager on a weekly basis;
- d. supply and maintain at the Work Sites all safety equipment necessary to protect workers and others from accident or injury; and
- e. supply and maintain at the Work Sites all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Work Sites, and establish an emergency procedure for prompt removal of any such person from the Work Site to a hospital, clinic or medical office for further treatment.
- f. prior to commencement of construction, the Contractor will:
 - (1) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules, and
 - (2) post the Notice of Project at the Work Sites, and

- (3) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Work Sites.

If, or for so long as the Contractor is not the "Prime Contractor", the Contractor shall:

- a. comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the City Project Manager, relative to occupational health and safety;
- b. comply with all reasonable directions issued by the "Prime Contractor" regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and
- c. attend all Work Site safety meetings convened by the "Prime Contractor".

Whether or not the Contractor is the "Prime Contractor", it shall:

- a. report immediately to the "Prime Contractor" (if not the Contractor) and the City Project Manager all accidents and injuries of any kind or severity occurring on or about the Work Site and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;
- b. confirm in writing each report made under subparagraph (a); and
- c. respect and adhere to the City's safety and training policies relative to the Work Site and the Work.

If the City Project Manager determines that the Contractor is not in compliance with its obligations as "Prime Contractor", if applicable, the City may, but is not obliged to, provide some or all of the Work required to discharge those obligations. All costs incurred by the City in providing such services shall be paid by the Contractor to the City, and may be deducted from any amount then or thereafter becoming due to the Contractor under the Agreement.

3. **Initial Proof of WorkSafeBC Registration/Good Standing** - Upon request of the City, the Contractor will provide the City and the City Project Manager with the Contractor's or any Subcontractors' WorkSafeBC registration number.
4. **Subsequent Proof of WorkSafeBC Registration/Good Standing** - Concurrently with making any application for payment under the Agreement, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid.
5. **Pre-Contract Hazard Assessment** - The Contractor may or may not have received, as part of the Agreement, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC/H&S Regulation (Section 119 of the WCA) as an "owner of a workplace". Despite the City's statutory

obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of the Agreement full responsibility for carrying out the City's obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Work Sites that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Work Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and records for this purpose. The Contractor will immediately start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the City Project Manager prior to the City being obligated to issue the Notice to Proceed.

6. **Special Indemnity Against WorkSafeBC Non-Compliance** - The Contractor will indemnify the City for and hold it harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under the Agreement;
 - (b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Agreement, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC/H&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or
 - (c) any breach of the Contractor's obligations under this GC.

GC.5 LABOUR

The Contractor agrees to employ appropriate trades persons for the Work. Where the Contractor trades persons are covered by collective agreements, the Contractor shall abide by the conditions of the collective agreements covering them. Notwithstanding the foregoing, the Contractor shall pay or cause to be paid to every person participating in the Work not less than the wages or remuneration generally accepted as current at the time.

The Contractor shall endeavour to avoid labour problems and minimize work stoppages, jurisdictional or other labour disputes on the Work Sites.

GC.6 COMMENCEMENT AND COMPLETION OF THE WORK

The Contractor shall not commence any particular Work or procure any Plant or Products therefor until it has received from the City a Notice to Proceed for such Work, after which the Contractor shall at once begin and continuously carry on to completion all such Work in accordance with the Agreement. All Work shall, at the

time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular respect; and all Work related surplus and refuse materials and rubbish must be removed by the Contractor from the Work Sites. All Work Sites must be left by the Contractor in a neat and tidy condition. All damages to adjacent property and things, including pavements, foot walks, boulevards, sod, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to its performance of the Work, must be made good by the Contractor. All its worker's wages payable for Work performed must be paid in full, and every other requirement of the Agreement must be complied with by the Contractor. The Contractor shall complete all of the Work in full compliance with all Environmental Legislation. In case of the Contractor's failure to finish any of the Work properly and fully, and as otherwise required, or in case of the Work or any part thereof being assumed by the City, as provided in these General Conditions, the City, without limitation to any other remedies available to it therefor, may proceed to finish the Work for the Contractor as its agent in this respect.

GC.7 DELAYS

1. Delays

- (a) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the City or anyone employed or engaged by it, contrary to the provisions of the Agreement, then any time fixed for completion shall be extended for such reasonable time as the City Project Manager may decide.
- (b) If the Contractor is delayed in the performance of the Work by an order issued by a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, then the time fixed for completion herein shall be extended for such reasonable time as the City Project Manager may decide.
- (c) If the Contractor is delayed in the performance of the Work by labour strikes, fire, or by unforeseeable causes beyond the Contractor's control, then the time fixed for completion herein shall be extended for such reasonable time as the City Project Manager may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay.
- (d) The City may, from time to time and for such period as it may deem expedient, suspend in whole or in part, the performance of Work, and the City will order any time fixed for the completion thereof to be extended for a period which is deemed by the City Project Manager to be approximately equivalent to the time lost by reason of such suspension.

- (e) No extension for completion of any of the Work shall be allowed for the Contractor for any delay unless a written request for extension therefor is given to the City Project Manager not later than seven calendar days after the commencement of the delay.
- (f) In the event that the Work is delayed or suspended in accordance with:
 - (i) Sections 1(a) or (d) of this GC, the Contractor shall not be entitled to make any claim by reason of such delay or suspension for any losses, costs of damages except and unless, within seven calendar days of the occurrence of such delay or suspension the Contractor shall give notice in writing to the City Project Manager of the basis of its claim. Such claim shall be limited to such unavoidable direct costs (excluding all charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the City Project Manager. In the case of a delay as described in Section 1(a) or a suspension pursuant to Section 1(d), a sum equal to five percent of such approved, unavoidable direct costs (in lieu of all profit) shall also be allowed. Despite any other term of the Agreement, in no event will the City's liability for any delay claim (whether under this GC or otherwise, at law or in equity, in contract or in tort) exceed the lesser of \$500 for each Working Day of delay or two percent of the Fees that would otherwise have been earned by the Contractor during the delay period. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the City Project Manager for verification on a weekly basis as incurred, failing which, they shall not be considered nor payable by the City. Authorization for any payment of the claim shall only be given in a writing duly signed and issued by the City Project Manager; and
 - (ii) Sections 1(b) or 1(c), the Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay and, despite any other term of the Agreement, the City will incur no liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.

2. Non-Avoidance

No delay or suspension described in this GC shall vitiate or void the Agreement, or any part thereof, or any security or obligation for the performance thereof, unless the City elects to the contrary.

3. Resumption of Work

At the end of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the City Project Manager requiring the

resumption of work, the Contractor shall at once resume the performance of the Work and diligently carry on the same under the direction of the City Project Manager.

4. Continuance of Work After Time Fixed for Completion

The Contractor shall not construe any direct or inferred permission to continue Work after expiry of any time fixed for completion thereof as a waiver of damages for non-compliance with the requirement for the completion of the Work by or within such time. The City Project Manager may provide for the withholding of such amounts from amounts otherwise due to the Contractor as the City Project Manager deems necessary to satisfy claims by the City Project Manager, the City or Other Contractors caused by such non-compliance with the requirement for the completion of the Work by or within such time.

GC.8 SPECIFICATIONS AND DRAWINGS

The Contractor shall at all times during the Term and have at all Work Sites at which Work is in progress and make available to the City Project Manager a full hard-copy set of the Drawings and Specifications applicable to that Work.

Wherever standard Specifications are referred to in the Agreement, they shall be the latest edition of those Specifications.

The Drawings are intended to show the positioning and extent of the Work and the general features of the design and construction and dimensions and proportions of all principal parts thereof, but neither they nor the Specifications are guaranteed to show or describe every part or detail of the Work; anything omitted from the Drawings and Specifications, which may fairly be considered to be necessary for the proper execution and completion of the Work, shall be deemed to be required of the Contractor under the Agreement.

Anything whatever which may be imperfectly specified or imperfectly shown on the Drawings, must be taken, considered and done as if it were perfectly shown and perfectly specified.

All dimensions on the Drawings, except as noted thereon, are shown in metric units and the Work is to be carried out in accordance therewith.

The City may from time to time issue further drawings or revised drawings for the Work as it may consider necessary and all such drawings shall be Drawings hereunder and thereby form part of the Agreement.

All sets of Drawings and Specifications in use for the Work must be kept up to date at all times using any and all of the City's revised drawings and other documents issued to the Contractor.

All Drawings, Specifications, model and copies thereof furnished by the City are and shall remain City property. Any such documents and models are to be used only with respect to the Work, are not to be copied or revised in any manner without the written

authorization of the City Project Manager and are to be returned to the City Project Manager on request at the completion of the Work.

GC.9 Intentionally Deleted

GC.10 CITY PROJECT MANAGER SOLE JUDGE

Should any discrepancies appear in, or any difference of opinion or misunderstanding arise as to the meaning of, the Agreement, or should any difference of opinion or misunderstanding arise as to any omissions therefrom, or misstatements therein, in any respect or as to quality or dimensions or sufficiency of Products, Plant or Work, or any part thereof, or as to the due and proper execution of the Work, or as to the measurement of quantity or valuation of any Work executed or to be executed under the Agreement or as to any additional work required thereupon, or deductions therefrom, or as to any other questions or matters arising out of the Agreement, the same shall be determined by the City Project Manager and the City Project Manager's decisions shall be final and binding upon all parties concerned, and from such decisions there shall be no appeal; and the Contractor shall immediately, when ordered by the City Project Manager, proceed with and execute the Work, or any part thereof, forthwith, according to such decisions, and with such additions to or deductions from Fees as are provided for under the terms of the Agreement, without making any claim for any extension of time in completing the Agreement or the Work, unless otherwise provided for in a writing signed by the City Project Manager in compliance herewith.

In all cases of misunderstanding and disputes, oral arrangements will not be considered, and the Contractor must produce written authority in support of its contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any person whomsoever against the City Project Manager or the City or in prosecuting any claim against any of them.

GC.11 CITY PROJECT MANAGER ABSENCE

In the City Project Manager absence, any of his or her delegates assigned and designated to supervise the Work shall have (subject to the instructions of the City Project Manager) full power to decide as to the manner of conducting and executing the Work in every particular aspect, and the Contractor shall follow the instructions or orders of the person so assigned and designated.

GC.12 ACCESS AND ASSISTANCE

The Contractor shall furnish the City Project Manager and any of its delegates at all times with convenient means of access to all Work Sites and all Work, and also with all required assistance, to facilitate thorough examination of the same, and inspection, culling or removal of doubtful or defective Plant or Products and for any other purpose required in connection with the Work, or in the discharge of their respective duties, for which service no additional allowance will be made.

GC.13 COMMUNICATIONS WITH CONTRACTOR

At all times during the performance of the Work, the Contractor will ensure that there is at minimum one Work-related duly authorized representative for it present within the Greater Vancouver area and reachable by telephone by the City at all times between 8:30 a.m. and 4:30 p.m on all Working Days.

Before commencement of any Work, the Contractor will provide the City Project Manager with a list of at least three persons with authority to act on the Contractor's behalf in times of emergency in connection with the Work, at least one of whom will be available at all times 24 hours per day after commencement of the Work until completion thereof.

In any written or printed notice the City gives communicating to the Contractor regarding the Work or the Agreement, the City will not be obligated to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof, or the precise place or places where any part of the Work or Plant or Products may be defective or where any of the Specifications have not been observed, but a reference in such notice to the clause or clauses bearing upon the matter, or a description of the locality in general terms that is sufficiently clear, in the City Project Manager's opinion, to indicate where the defects or trouble exists, will be deemed to be ample notice.

Without limitation to the preceding paragraph, if ever any substantial doubt arises on the part of the Contractor regarding the meaning of any written communication to it from the City, the Contractor Project Manager shall immediately contact the City Project Manager for clarification and the City Project Manager, if he or she accepts that the doubt expressed is reasonable, will promptly in writing make best efforts to provide clarification therefor.

GC.14 CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

The Contractor shall keep at all Work Sites at all times during the progress of the Work, a competent superintendent and any necessary assistants thereto, all satisfactory to the City Project Manager. The superintendent shall not be changed except with the consent of the City Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent the Contractor in the Contractor Project Manager's absence and directions given to the superintendent are deemed to be given to the Contractor. The Contractor shall give efficient supervision to the Work, using its best skill and attention.

Should any person employed on any Work Site, or in connection therewith, give any just cause for complaint, the City Project Manager may require that such person be replaced forthwith, and such person shall not be again employed by the Contractor on any Work Site without the consent, in writing, of the City Project Manager.

GC.15 CITY INSPECTIONS

The City, with or without prior notice to the Contractor, may at any time(s) inspect and analyze all Plant and Products used or to be used for the Work, and all Work performed. Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of Products used therein, whether on Work Site or elsewhere. Inspectors are not authorized to revoke, alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.

GC.16 CONTRACTOR REPORTING

At least once each Week during the Term while any Work is in progress or scheduled for commencement, and immediately whenever the City delivers to the Contractor a Notice to Proceed, the Contractor shall deliver to the City Project Manager a written report providing, to the City Project Manager's satisfaction, details of the status, progress and scheduling of all Work in progress and all other Work for which it has received Notices to Proceed.

GC.17 MEETINGS

The Contractor, from time to time as the City Project Manager may require, shall meet with the City Project Manager to discuss the Work.

GC.18 WORK SCHEDULE

Within not more than 2 Working Days after the City first issues to the Contractor a Notice to Proceed hereunder, the Contractor shall create the Work Schedule and deliver a copy of it to the City for the City Project Manager's written approval, and, after such approval is given, shall at least once a week during the Term while any such Work is in progress or scheduled for commencement and in any event forthwith after issuance of each additional Notice to Proceed issued hereunder, provide the City, always subject to the City Project Manager written approval, with an updated version of the Work Schedule.

The Contractor shall immediately inform the City Project Manager if and whenever any there are any deviations from or proposed changes to the Work Schedule. If, in the opinion of the City Project Manager, the Work Schedule as submitted is inadequate to ensure the completion of the Work within any time limited therefor, or is otherwise not in accordance with the Agreement, or if at any time in the City Project Manager's opinion the Work is not being adequately or properly prosecuted in any respect, the City Project Manager, without derogating from the City's rights under the Agreement, may require the Contractor to submit a revised Work Schedule providing for proper and timely completion of the Work to the City's satisfaction, and the Contractor shall be entitled to no claim for extension of time on account of such requirement.

GC.19 MAINTENANCE OF SCHEDULE

1. Work Delayed by the Contractor

- (a) The Contractor shall at all times provide a sufficient number of skilled personnel to maintain the progress of the Work and compliance thereof with the Work Schedule, and, if in the opinion of the City Project Manager, the Contractor delays the progress of the works of Other Contractors, then the Contractor shall be responsible for all loss and damage, including, without limitation, that of Other Contractors for stand-by time and/or delay occasioned thereby.
- (b) If, in the opinion of the City Project Manager, the Contractor delays or is about to delay the Work or the progress of any portion of the Work as shown by the Work Schedule, then upon written notification by the City Project Manager, the Contractor shall use such additional overtime work or shifts as may be necessary to catch up and/or maintain the progress of the Work and the cost and expenses incurred by use of said overtime work or shifts shall be borne entirely by the Contractor.

2. Work Accelerated by the City

- (a) Should the City be required to expedite the final completion of the Work or the works of Other Contractors, then, provided the Contractor is not in default of any of the provisions of the Agreement affecting the Work Schedule, the City Project Manager may order the Contractor to work additional shifts for which the City will pay:
 - (i) additional reasonable and demonstrable costs to the Contractor for worker pay caused thereby;
 - (ii) additional reasonable and demonstrable costs to the Contractor for Subcontractors and suppliers caused thereby; and
 - (iii) an agreed percentage addition for profit to the Contractor as may be reasonably justifiable therefor.
- (b) Such instructions to the Contractor will only be valid when given in writing by the City Project Manager. The Contractor will keep comprehensive records, including, signed time sheets, in respect of all such worker time and Subcontractor and supplier services and will provide true copies of them to the City Project Manager on a daily basis, and Contractor claims for additional Fees or other additional payments pursuant to this section will only be accepted when properly supported by such signed time sheets to the City Project Manager's satisfaction.

3. Work Out-of-Sequence

The Contractor shall at no additional cost to the City perform the Work out of sequence as to operation, location and/or Work Schedule as and when directed by the City Project Manager.

4. Execution of Other Works or Contracts

- (a) The Contractor shall do all things reasonably necessary at all Work Sites in performing the Work so as to facilitate and cooperate with the City's or any Other Contractors' execution of any other City construction projects or activities thereabouts or to minimize potential Work-related interference therewith so that they properly and conveniently carried out or , and the City Project Manager shall have full authority to make and enforce such requirements as the City Project Manager may deem necessary therefor; and the Contractor shall proceed in such manner and complete in such order such portions of the Work as the City Project Manager may require, and the City Project Manager shall be the sole judge as to what is required pursuant to this provision and can be afforded without any undue interference with the execution of the Agreement.
- (b) The Contractor shall at all times give free access and every reasonable facility to the employees of the City and to Other Contractors, to such portion of the Work Sites as may be necessary to enable them to execute and maintain works of any description; such accommodation and access being regulated and directed by the City Project Manager and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the Contractor against the City.

GC.20 EMERGENCIES

The City Project Manager may, in circumstances which, in his or her opinion, involve an emergency or apprehended emergency, stop the Work whenever in the City Project Manager's opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of additional services or otherwise, as may in the City Project Manager's opinion be necessary. The City Project Manager shall within two Working Days confirm in writing any such instructions.

GC.21 SUBCONTRACTORS AND SUPPLIERS

The Contractor shall ensure that all information it provides to Subcontractors and Plant and Product suppliers for performance of their services in connection with the Work is accurate and complete. Where Specifications and Drawings are required to provide complete information on any aspect of the Work, the Contractor shall supply them to the Subcontractor or supplier concerned.

The Contractor will bind every Subcontractor by the terms of the Agreement as far as applicable to their involvement in the Work.

GC.22 WATER & TOILETS

The Contractor must provide and properly maintain in clean and sanitary condition, at all active Work Sites, suitable and convenient privy or toilet accommodation for person involved there in the Work so that they shall not be a source of inconvenience, complaint or nuisance to the public or to others in the vicinity of the Work Site.

The Contractor shall make all necessary arrangements with the City's Engineering Department for obtaining water for Work and Work Site purposes from the City when that is necessary.

GC.23 PLANT, LABOUR AND PRODUCTS

The Contractor at its own expense shall provide all necessary Plant, Products and labour and all proper and required facilities for moving and transporting the same, so that the Work can and will be carried on in accordance with this Agreement in all respects. Unless otherwise specified, all Products shall be new and both workmanship and materials shall be of good quality.

Should any Plant or Product which the City Project Manager may deem to be inferior or unfit for Work related use to any Work Site or used at any Work Site, the same shall be wholly removed therefrom within 24 hours after notification to that effect from the City Project Manager, and in the case of failure or neglect on the part of the Contractor to remove the same the City Project Manager may cause the same to be taken away at the Contractor's expense, and deposited, wasted or otherwise disposed of in any locality, place or way the City Project Manager considers convenient or proper, and the Contractor shall forthwith pay to the City on demand all expenses incurred including storage, if any, or the same may be deducted or collected by the City as provided in the Agreement.

GC.24 MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

If the Contractor wishes to use Plant and/or Products for the Work other than as specified hereunder, the Contractor shall apply for and must receive written permission from the City Project Manager before doing so. Descriptive literature and price schedules covering such alternative items shall be supplied to the City Project Manager if requested.

The Contractor shall provide to the City Project Manager, for his or her approval, any and all Product samples as he or she may require for inspection and analysis, and, without limitation any other Products related requirements hereunder, no such Products shall be used for the Work which is in any way inferior to those for which such samples have been so approved; but such approval of any Product samples shall not subject the City to pay for the same or prevent the rejection afterwards of any portion thereof which is found in the City Project Manager's judgement to be unsound or unfit to be used; nor shall such approval be considered as any waiver of objection to the Work at any subsequent period on account of the unsoundness or imperfection of the materials used.

GC.25 PRODUCTS NOT IN IMPERIAL UNITS

Where Products specified hereunder in metric units are not available, materials manufactured to Imperial units may be substituted, provided the Contractor can satisfy the City Project Manager that the substitute materials are at least equivalent to those specified.

GC.26 PRODUCTS SUPPLIED BY CITY

The Contractor's responsibility for any Plant and Products supplied by the City shall begin upon the Contractor's acceptance thereof at the points of supply to the Work Sites. All such Plant and Products shall be examined and, before making use of them, the Contractor shall advise the City Project Manager in writing of any defects in or damage thereto. Any Plant or Products supplied by the City which is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

Any Plant and Products supplied by the City not required for the Work shall remain the property of the City. Such Plant and Products shall be neatly stored at the point of original supply.

GC.27 TEMPORARY STRUCTURES

Temporary structures installed or erected by the Contractor at Work Sites shall remain the Contractor's property and must be removed from Work Sites on completion of the Work there.

The Contractor shall be responsible for the design, adequacy, safety and efficiency of all falsework, temporary structures and construction processes required in connection with the Work. All such designs and plans shall be prepared and sealed by a Professional Engineer licensed to practice in British Columbia and submitted to the City Project Manager for review and comment, but such review shall not relieve the Contractor of any responsibility in relation thereto. The Contractor shall make good at the Contractor's expense immediately all defects arising from the Contractor's faulty design, equipment or application thereof.

GC.28 WORK SITE AREAS AND CONTRACT LIMITS

The Contractor shall, as far as is practicable, confine Work Site operations to Work Site areas. Rights to access any non-City land or property outside Work Sites which the Contractor requires during construction shall be acquired by the Contractor at the Contractor's expense, and the Contractor shall make its own arrangements for the use of such land or property and for the compensation of its owners.

Work to be performed by the Contractor outside Work Sites may include:

- (a) installation of barricades and barriers and other motor vehicle and pedestrian traffic control measures and activities; and

- (b) repairing and making good property and improvements which are damaged by the Contractor's operations.

GC.29 TRUCK SAFETY

The Contractor will ensure that all truck operators participating as such in the Work must operate their vehicles in a safe and courteous manner and in full compliance with Applicable Laws, including City of Vancouver by-laws with requirements concerning truck routes, engine brake noise, weight and load securement, and overloading and tarped loads.

All load carrying vehicles used in the Work must be inspected prior to departure from any location with a load to ensure that loads are properly secured and tarped and that there is no debris on the vehicle and no debris or rocks between the tires.

Note: The City of Vancouver *Street and Traffic By-Law 2849 - Spilling of Vehicle Loads on Streets - Securing of Loads*.

- 99.(2)(a) No person shall drive, ride, or propel any vehicle containing any sawdust, solid waste, liquid waste, dirt, gravel, rocks, or other loose material on any street in the City unless such vehicles are kept tightly and securely covered in such a manner as to prevent any of the load from being blown, dropped or spilled from such vehicle.

GC.30 STORAGE AREAS

Staging and storage areas, to the extent reasonably needed, will be allocated by the City Project Manager for use by the Contractor and where adjacent to Work Sites will form part of the Work Sites. The Contractor shall be responsible for the maintenance and clean-up of the allotted areas.

GC.31 HOURS OF WORK

The Contractor must comply at all times with all applicable requirements of the City of Vancouver's Noise By-law.

The Contractor shall keep the City Project Manager advised on the proposed hours of work so that inspection can be co-ordinated. Work without inspection shall not be permitted.

The City's employees work between the hours of 7:30 a.m. and 3:30 p.m. on all Working Days, except those when Vancouver City Hall is closed. The Contractor shall not expect any work to be performed by the City's crews outside these hours except by special arrangement agreed to by the City Project Manager or in case of emergency.

GC.32 TRAFFIC CONTROL

For all Work on or about City streets, lanes or sidewalks, all traffic control therefor shall be provided by the Contractor, at the Contractor's expense, except where

otherwise specifically provided for in the Agreement. In that respect, the Contractor shall adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition).

The Contractor shall also provide, at the Contractor's expense, erect and maintain all required Work Site related signage, barriers, fences or other proper protection and must provide and maintain such flagpersons, watchpersons and lights as may be necessary or as may be ordered by the City Project Manager in order to ensure safety to the public and persons engaged in the Work and must, to the extent reasonably and safely possible, keep roadways and sidewalks open for public use or for some restricted use specified by the City Project Manager.

Within 2 Working Days of first receipt and thereafter of receipt of each additional Notices to Proceed hereunder, the Contractor shall re-submit to the City Project Manager, for his or her approval, the Traffic Management Plan modified as may be necessary in respect of the particular Work identified in the Notices to Proceed and incorporating all aspects of the further details then available to the Contractor or reasonably requested by the City Project Manager in preparation for commencement of the Work following receipt of the Notice to Proceed.

The Contractor shall, from the date of commencement to the date of completion of any Work, assume responsibility for the barricading and signing of hazards resulting from such works as utility trenches, out-of-grade utility-access covers, or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above mentioned date of commencement.

Unless ordered otherwise by the City Project Manager, the Contractor shall inspect the barricades and warning signs around the Work Sites at least once per day.

When any Work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City Project Manager shall have the right to order additional lights at the Contractor's expense if, in the City Project Manager's opinion, they are or may be required.

Licence numbers of vehicles legally parked at the time of placement of "no parking" signs shall be recorded by the Contractor and made available for the City Project Manager. If these vehicles are still parked when Work commences, the City Project Manager shall be contacted by the Contractor for further instructions.

GC.33 PUBLIC CONVENIENCE

In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the City Project Manager's opinion. The Contractor shall not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or

public property, without the City Project Manager's permission; nor shall the Contractor allow the same to remain thereon longer than necessary but must remove all rubbish and other material, clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed immediately after the completion of Work at any Work Site, without previous notice to the Contractor the City Project Manager will proceed to do whatever is necessary to restore such places to as good and as tidy a condition as before the commencement of the Work and charge the cost thereof against the Contractor. Where the Contractor obstructs more of any street, roadway or place than is ordered or sanctioned by the City Project Manager in writing, then the City Project Manager may cause such obstructions to be removed at the expense of the Contractor.

GC.34 ACCESS TO EXISTING STRUCTURES

The Contractor, in performing the Work, shall at all times maintain satisfactory pedestrian access to buildings and private property near Work Sites.

The Contractor shall provide suitable notice to property owners near Work Sites prior to any Work related changes in access thereto. Interruption of access to any private property entrance shall be kept to a minimum.

The Contractor, in performing the Work, shall at all times maintain access from fire exits in all buildings near Work Sites as required by the Applicable Laws and fire and rescue authorities.

GC.35 PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all Work from damage and shall protect City property from all injury arising in connection with the Agreement. The Contractor shall make good any such damage or injury. The Contractor shall protect adequately adjacent property as required by law and the Agreement.

GC.36 FIRE, SECURITY AND SAFETY REGULATIONS

1. Fire and Security

The Contractor shall, and shall ensure that all its Subcontractors and suppliers for the Work, comply with all fire regulations which have been or may be established from time to time by the City Project Manager and anybody having jurisdiction over such matters.

All security regulations which have or may be promulgated by the City Project Manager or other authorized representatives of the City shall be complied with. Watchmen for the Work Sites may be provided by the City at the City's discretion. However, neither the City nor the City Project Manager will be responsible for any loss or damage to the property of the Contractor whether or not watchmen are provided by the City Project

Manager. The Contractor will furnish such security as may be necessary for the protection of the Contractor's Plant and Products at Work Sites.

2. Loss Control

The Contractor will establish a "Loss Control Program," satisfactory to the City Project Manager and meeting WorkSafeBC requirements.

3. Safety

When required by WorkSafeBC Regulations, first aid facilities, including an attendant, shall be provided on the Work Sites at all times during working hours by the Contractor. Such facilities will be completely equipped in accordance with the requirements of WorkSafeBC.

The Contractor shall be fully responsible for taking all necessary precautions for the safety of all Work related personnel at the Work Sites and for complying with all applicable safety laws and regulations, including regulations pursuant to the *Workers' Compensation Act*, to prevent accidents or injury to persons on, about or adjacent to the Work Site.

The Contractor shall provide all safeguards required directly for or as a result of the Work as referred to in this GC and in the scope of Work described in the Agreement.

GC.37 OVERLOADING

No part of the Work Sites shall be loaded with a load greater than they may bear safely. Should any damage or accident occur through the violation of this requirement, the City will hold the Contractor solely answerable and liable.

GC.38 DRAINAGE

The Contractor shall keep all portions of the Work and all Work Sites well, properly and efficiently drained at all times, and the Contractor will be held responsible for all damage which may be caused or result from water backing up or flowing in, over, from or along any part of the Work, or which any of the Contractor's operations may cause to flow elsewhere.

GC.39 CLEANING UP

The Contractor shall at all times keep the Work Sites free from accumulations of Work related materials or rubbish, and at the completion of Work, it shall remove all its rubbish from and about the Work Sites and all its tools, scaffolding and surplus materials, and shall leave the Work Sites "broom clean" or the equivalent, unless more exactly specified. In case of dispute, the City Project Manager may remove the rubbish and charge the cost to the Contractor as the City Project Manager shall determine to be just.

GC.40 SAFEGUARDING EXISTING PROPERTY

Existing property, buildings, fences or other improvements of any kind at or near the Work Sites shall be protected by the Contractor during performance of the Work, and the Contractor shall make good to the satisfaction of the City Project Manager any damage done to the existing property, buildings, fences or other improvements in connection with the Work. This applies to areas of private property included in any the Work Site areas.

Where removal of existing improvements such as pavement, fences, structures, sewers and ducts is necessary during the course of the Work, the same shall be re-established by the Contractor to the satisfaction of the City Project Manager. The cost of protection and rehabilitation shall be borne by the Contractor.

GC.41 EXISTING UTILITIES

The Contractor will ensure that none of the Work will in any way interfere with the function and condition of existing public utilities works, function or operation. In the event of any of these requiring to be removed, raised or lowered permanently, this will be done either by the City or by the utility company interested and at the expense of the City. If temporary alteration of location is required for purposes of the construction, such work shall be done by the City or by the utility company interested at the expense of the Contractor. The Contractor, however, will be held responsible for, and will have to bear the cost due to any damage done to utility services through its operations.

Reasonable notice must be given to the City Project Manager of any change required in utility services.

Existing utilities may or may not be shown on the Drawings. Where so shown, however, they are shown for convenience only and the City assumes no responsibility for improper locations, or failure to show utility locations on the construction plans. The Contractor shall prove its locations by obtaining relevant City of Vancouver plans and uncovering the utilities on Work Site at no extra cost to the City.

The Contractor shall provide adequate barricades and lighting around and adjacent to any open excavation or potentially dangerous location or other locations designated by the City Project Manager.

The Contractor shall at all times ensure that the fire hydrants are not obstructed.

GC.42 DUST CONTROL

The Contractor shall at all times control Work related dust by water sprinkling or by other methods approved by the City Project Manager.

GC.43 ALTERATIONS, EXTRAS, DEDUCTIONS & CLAIMS

- (a) If at any time during the Term the Drawings and Specifications are modified such that Work, Plant or Products additional or different to that contemplated for the Work at the time the Contractor submitted the Proposal, then Contractor shall, if and to the extent directed by the City Project Manager, carry out the Work in accordance with the Drawing and Specifications as modified without being entitled to any extension of time for completion thereof or any additional payment therefor, except as herein provided.
- (b) If in any such circumstances the Contractor reasonably believes that any such modifications to the Drawings and/or Specifications require it to provide additional or costlier services, Plant and/or Products for the Work and that therefore the Contractor should be entitled to receive and wishes to claim additional compensation therefor, the Contractor shall, within not more than 14 days after receiving directions from the City Project Manager regarding such modifications to the Drawings and/or Specification, notify the City Project Manager in writing thereof and in doing so shall provide a clear and comprehensive explanation to reasonably justify such additional compensation, otherwise it shall have no claim in respect thereof.
- (c) For any such claims the Contractor may make, the City shall make such additional payments as the City Project Manager may determine are reasonable and appropriate and in accordance with the following:
 - (i) the City Project Manager shall follow any unit or lump sum prices contained in the Schedule of Prices applicable to such services, Plant and Products and if, and to the extent that, in the opinion of the City Project Manager only some or none of the unit or lump sum prices aforesaid apply, hourly rates set out in the Pricing Schedule (to the extent they are applicable);
 - (ii) any unit or lump sum prices contained in the Schedule of Prices shall be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances and profits; and
 - (iii) any compensation to the Contractor that is valued on a basis other than a unit or lump sum price contained in the Schedule of Prices is consistent with the following:
 - (a) the Contractor will receive combined overhead and profit equal to ten percent (10%) of the direct unavoidable costs incurred by the Contractor's use of his own forces;
 - (b) the Contractor will receive five percent (5%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor as a direct result of the additional or extra work or material; and

- (c) Subcontractors will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the additional or extra work or material.
- (d) If any services, Plant or Products provided by the Contractor for the Work are not required for it, then the City may deduct from the Fees the value of such services, Plant or Products not required, which shall be determined by:
 - (i) using the unit or lump sum prices contained in the Pricing Schedule applicable to such work, labour or material; or
 - (ii) if, and to the extent that, in the opinion of the City Project Manager some or none of the unit or lump sum prices aforesaid apply, then using the hourly rates set out in the Pricing Schedule; or
 - (iii) such fixed sum as agreed upon between the Contractor and the City.
- (e) All claims of every nature which the Contractor may have in respect of the Agreement or any of the Work are to be summarized and submitted by it (in duplicate) to the City Project Manager within one month after the Contractor's receipt of a Notice of Acceptance therefor, and the Contractor shall make no claim of any nature in respect of such Work after that time; and no claim not then made or not then allowed by the City shall be sustainable, and the City shall be in no way disentitled to determine any and all questions concerning said claims.

GC.44 ERRORS BY CONTRACTOR

The Contractor shall forthwith on discovery correct any and all Work not conforming with the requirements of the Agreement and any settlements, washouts and defects therein and in any Work Sites or surrounding areas resulting from the Work.

GC.45 TESTING OF MATERIALS

Except where otherwise specified, testing of Products will be carried out by the Contractor and paid for by the Contractor.

GC.46 DEFECTIVE WORK

All defective work must be forthwith made good by the Contractor at its own expense to the City's satisfaction, as the case may be.

GC.47 WARRANTY

The Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of the Agreement and, for 12 months from the date of issuance of Notice of Acceptance, shall guarantee the Work which is the subject of the Notice of Acceptance against any and all defects therein resulting in whole or in

part from deficiencies in Products or workmanship provided therefor and shall forthwith correct all such defects forthwith on notice thereof from the City. Where the Agreement provides for a warranty of greater scope or duration than set out in this GC, the broader and longer warranty provisions will apply.

Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the City Project Manager. Should the Contractor fail to make good defects within three Working Days after being notified by the City to do so, the City at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the City as provided herein; provided that the City shall first deduct such amounts from the Maintenance Security Holdback. If the City assesses the defects to be dangerous or determines that an emergency situation exists, the City, at the City's discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the City as provided for herein; provided that the City shall first deduct such amounts from the Maintenance Security Holdback. The decision of the City shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Agreement and for the amounts expended thereunder. If in the opinion of the City Project Manager, it is in the City's best interests (taking into account effects on the City's overall schedule, the difference in value between the Work as performed and that called for by the Agreement, and other relevant factors) not to correct defective Work or Work not provided in the Agreement, the City Project Manager will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time by which the obligations should be extended in order to put the City in as close a position financially and in terms of the useful life of the Work as would have been the case had the Contractor performed the Work as called for by the Agreement. For further certainty, the City Project Manager may extend the warranty period in appropriate circumstances to a minimum of twice the warranty period originally provided for under the Agreement, subject always to the above parameters.

GC.48 CONTRACTOR'S LIABILITY

The Contractor shall be liable for any and all losses, damages, or claims for damages, for injuries or accident to persons or property done or caused by the Contractor, the Subcontractors or employees, or resulting from the prosecution of the Work or any of its operations, or caused by reason of the existence or location or condition of the Work, or of any Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the Contractor's part, or on the part of the Subcontractors or employees, to do or perform any or all of the several acts or things required to be done by the Contractor or them under and by the Agreement, and the Contractor covenants and agrees to indemnify and save harmless at all times the City against all such damages and claims for damages whatsoever arising out of or in connection therewith, and in the event of any such action being brought by any person against the City, either directly or indirectly, or by reason of the execution of the Agreement, the City may enforce payment by the Contractor of all such loss, costs, damages and expenses as a debt due to the City.

In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of the Agreement, the City may either with or without notice (except where in the Agreement notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, equipment, trucks, and men, and do such work or things as it may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the City under the provisions hereof.

Any such action taken by the City under this GC as it is herein empowered to take shall not in any way relieve the Contractor or its sureties from any liability under the Agreement.

GC.49 INSURANCE BY THE CONTRACTOR

- (a) The Contractor shall obtain and maintain throughout the term of the Agreement and the prosecution of the Work, all of the insurance policies required by Schedule C.
- (b) All insurance coverage described in Schedule C shall be issued by an insurance carrier or agent acceptable to the City and licensed to conduct business in the Province of British Columbia.
- (c) Upon request of the City Project Manager or the City, the Contractor shall be required to deliver a Certificate of Insurance, and where required by the City's Director of Risk Management, certified copies of all policies and endorsements, evidencing the placement and endorsement of insurance in accordance with this GC.
- (d) Contractors and their Subcontractors shall be required to furnish evidence of the renewal of policies described in this GC by renewal certificate, endorsement or certified copy to be received by the City at least 15 calendar days prior to the expiry date of the policy.
- (e) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the City does not approve any insurance policy or policies submitted to the City and the Contractor thereafter does not meet the requirements of the City as to terms and conditions of the insurance policy, the City shall have the right to place and maintain such insurance in the name of the Contractor. The cost thereof shall be payable by the Contractor to the City on demand, and the City may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor shall be stopped until satisfactory evidence of renewal is produced.
- (f) Each policy described in Schedule C shall be required to be endorsed to provide the following notice for policy changes and cancellations to the City: "It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the insurer giving at least 30 calendar days' prior written notice by registered mail to the City of Vancouver."

- (g) In addition to the requirements of Schedule B, each Contractor and each of its Subcontractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- (h) All deductibles shall be for the account of and be paid by the Contractor upon demand by the City. The City shall have the right to deduct amounts for which the Contractor is responsible under this GC from any monies which are due or may become due to the Contractor.

GC.50 WORKSAFEBC ASSESSMENTS

Prior to execution of the Agreement and prior to commencing the Work under the Agreement, the Contractor shall provide a letter from the WorkSafeBC confirming the Contractor's registration and that all assessments have been paid to the date thereof. The Contractor shall require that the Subcontractors maintain such coverage and pay such assessments as will protect them, their personnel and the City and its personnel from claims under the *WCA*.

GC.51 NO LIENS

The Contractor hereby agrees to make payment and take all other steps which may be necessary to ensure that all Work Sites and Work shall be and remain at all times free from and not liable to any lien or charge at law or in equity or to any attachment for debt, garnishee process or otherwise, and the Contractor and its sureties, as well as its respective executors, administrators, successors and assigns, shall fully indemnify and save harmless the City and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released.

Notwithstanding anything to the contrary contained in the Agreement, the City shall not be obliged to pay any monies to the Contractor if and for so long as any liens exist against any Work or Work Sites.

GC.52 PATENT INFRINGEMENT

The Contractor shall fully indemnify the City against and from all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the Work or of any Products or Plant used therein or thereon or in any way therewith.

GC.53 MONEY DUE TO CITY

Any money payable to the City by the Contractor may be retained out of any money then due, or which may become due from them to the Contractor under this or any other contract with the City, or otherwise howsoever, or may be recovered from the Contractor and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the City Project Manager shall have full power to withhold any estimate or notice or certificate, if circumstances arise which may indicate to him the advisability of so doing, until the City Project Manager is satisfied

that the Work and Products so far done or furnished are in accordance with the Agreement and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

GC.54 ASSIGNMENT

The Contractor may not, without the consent in writing of the City first had and obtained, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Agreement or assign or in any other way transfer the Agreement or any part of it or the Work to anyone or thing, but must carry out the Work itself and subcontract it only in accordance herewith. This Section however does not apply to the furnishing of Products for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the Products or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, nor will the City's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Agreement. No assignment or transfer hereinbefore mentioned, except if the same is made in accordance herewith, shall be in any manner valid or binding on the City.

GC.55 CONTRACTOR'S RECORDS

The Contractor's payrolls, time-books, books of account, invoices, receipt and statements relating to the Work shall be at all times open for inspection and copying by the City.

GC.56 TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

The City may terminate the Agreement at any time upon written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the City shall be liable to the Contractor only for a reasonable amount for Work done and Products delivered to Work Sites up to the date of the termination.

Upon payment of the aggregate of the aforesaid sums, the City and the Contractor shall be released from their liabilities or obligations under the Agreement save and except that the liabilities and obligations of the Contractor shall continue with respect to deficiencies and warranties in the portion of the Work completed prior to termination.

GC.57 TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT

The City, without prejudice to any other right, may terminate the Agreement forthwith upon notice to the Contractor if:

- (a) the Contractor fails to comply with any Notice to Proceed;
- (b) the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of its creditors;

- (c) a receiver is appointed for the Contractor's business;
- (d) the Contractor fails, on reasonable notice from the City Project Manager, to supply enough proper workmen or Products for the Work;
- (e) the Contractor does not pay promptly the Contractor's employees, Subcontractors or suppliers in connection with the Work;
- (f) the Contractor does not comply with WCA requirements or otherwise fails to meet the safety requirements of the Agreement; or
- (g) the Contractor persistently or substantially breaches any provisions of the Agreement.

On such termination the City Project Manager may arrange for the performance of the Work by whatever method the City Project Manager deems expedient but without undue delay or expense.

The City Project Manager may take possession of all Plant and Products belonging to or provided by the Contractor located at Work Sites which the City Project Manager deems necessary to prosecute the Work which possession the Contractor hereby pledges to the City as security for the performance of the Work, provided that upon completion of the Work the City Project Manager shall return to the Contractor or its legal representative any such things so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.

In case the Work or any part thereof is assumed from the Contractor, as herein provided, it shall in no way affect the relative obligations of the City and the Contractor in respect of their obligations hereunder as the City Project Manager may consider reasonable. The Contractor shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Agreement pursuant to this GC, together with compensation for liquidated damages, and the same may be deducted or collected by the City as provided for herein.

All the powers of the City Project Manager with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Agreement shall nevertheless continue in force.

The fulfilment by the Contractor of any stipulation in the Agreement may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the City nor any of its officials, officers, employees or other agents shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the City.

No proceeding taken pursuant to this GC or any other provision of the Agreement shall at any time be deemed to be an assignment of the Agreement or of any portion thereof, unless otherwise agreed to in writing.

GC.58 SUBMITTALS

The Contractor shall submit Product data and samples to the City Project Manager for review on request. The Contractor's responsibility for any deviation in submittals is not relieved by the City Project Manager's review unless the City Project Manager gives written acceptance of specific deviations from the requirements of the Agreement. The Contractor shall make any changes in submittals which the City Project Manager may request consistent with the Agreement and shall resubmit as directed by the City Project Manager. The Contractor shall not proceed with Work until relevant submittals have been reviewed by the City Project Manager. The Contractor shall coordinate submittals with the requirements of the Agreement and shall allow 14 calendar days for the City Project Manager's review.

GC.59 NON-RESIDENT WITHHOLDING TAX

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the City may deduct from all money payable under the Agreement and remit to the Receiver-General of Canada, the Government of Canada or the Canada Revenue Agency sums required to be withheld and remitted by the *Income Tax Act* (Canada), as amended.

The City will receive a further credit under the Agreement for money withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

GC.60 RELEASE AND INDEMNIFICATION

The Contractor now releases the City, its officers, officials, 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 Contractor, its Subcontractors, and their respective officers, employees and agents, or suffered or experienced by any other entity or person in connection with the performance of the Work.

Despite the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against Losses, claims, damages, actions, and causes of actions that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Agreement, that arise out of the acts of the Contractor, its Subcontractors, or their respective officers, employees or agents under the Agreement.

This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

The release and indemnity set out above will survive the expiry or sooner termination of the Agreement.

GC.61 NO PROMOTION OF RELATIONSHIP WITH THE CITY

The Contractor shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (“Communications”) without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor’s obligations under the terms of the Agreement). The Contractor shall not use the City’s logo or any of the City’s official marks without the express prior written consent of the City.

GC.62 LIVING WAGE

1. Payment of Living Wage

- (a) Notwithstanding any other provision of any Contract Document, the Contractor shall pay all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding the foregoing, the Contractor has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- (c) The Contractor shall ensure that the requirements of this GC apply to all Subcontractors.
- (d) A breach by the Contractor of its obligations pursuant to this GC shall be deemed to constitute a failure by the Contractor to comply with the requirements of the Agreement to a substantial degree and shall entitle the City to terminate the Agreement in accordance with its provisions.
- (e) The Contractor shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Contractor (subject to reimbursement of the Contractor’s reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after Total Completion of the Work or earlier termination of the Agreement. Any such records and accounts provided by the Contractor shall be treated by the City as Confidential Information.
- (f) The Contractor shall, at the direction of the City, post signs at Work Sites that are owned by or leased to the City, including all streets, sidewalks and other public rights of way, informing Living Wage Employees of the obligations of the

Contractor and Subcontractor pursuant to this GC and providing contact information to report any breaches thereof. The City shall supply the Contractor with all such signs and the Contractor shall return all such signs upon completion of the Work or otherwise at the request of the City.

- (g) The Contractor shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the Term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (i) the number of Living Wage Employees of the Contractor and each Subcontractor who were paid a Living Wage pursuant to Agreement during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Contractor pursuant to this GC; and
 - (ii) the total incremental costs incurred by the Contractor, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this GC to pay a Living Wages to the Living Wage Employees.

**SCHEDULE B
SPECIFICATIONS AND DRAWINGS**

The following is a list of Drawings and Specifications applicable to the Work:

DRAFT

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

SCHEDULE C
CONTRACTOR'S PRICING FOR THE WORK

DRAFT

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

SCHEDULE D
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS

Type of Work	Subcontractor	Address

SUPPLIERS (THESE ARE ALSO "SUBCONTRACTORS" FOR PURPOSES OF THE AGREEMENT).

Item	Supplier/Manufacturer	Address

No Subcontractor listed in Schedule 4 shall be replaced without the written consent of the City, which consent shall not be unreasonably withheld.

REQUEST FOR PROPOSALS NO. PS20190338
CONSTRUCTION SERVICES FOR CURB RAMP PROGRAM

SCHEDULE E
INSURANCE CERTIFICATES

[To be attached.]

DRAFT

SCHEDULE F
FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

DRAFT

SCHEDULE G

INSURANCE COVERAGE REQUIREMENTS

1. Commercial General Liability Insurance"

(a) *Insureds*

The Contractor and with the Owner and the Engineer to be added as an additional insureds for liability arising from operations or Work of the Contractor.

(b) *Limits*

Bodily injury liability and property damage liability including aggregate products and completed operations: \$10,000,000 for each occurrence.

(c) *Extensions of Coverage*

- (i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;
- (ii) Owner's and contractor's protective liability;
- (iii) Blanket contractual liability;
- (iv) Contingent employer's liability;
- (v) Personal injury liability;
- (vi) non-owned automobile liability;
- (vii) Cross liability or severability of interest clause;
- (viii) Employees as additional insureds;
- (ix) Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities;
- (x) Loading and unloading of automobiles;
- (xi) Hoist liability;
- (xii) Unlicensed and specially licensed vehicles;
- (xiii) Operation of attached machinery;
- (xiv) Contractor's pollution liability; and
- (xv) The Owner and the Engineer to be added as an additional insured.

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SCHEDULE 9 - INSURANCE

(d) *Deductibles*

Deductible not to exceed \$25,000.

(e) *Cross Liability*

The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

(f) *Term*

Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

2. **Automobile Insurance**

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

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

3. **Contractor's Equipment Insurance**

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

4. **Hull & Machinery Insurance**

The Contractor will obtain or cause its Subcontractors to obtain hull & machinery insurance in the amount not less than the full value of the vessel, barge or equipment with a deductible of no greater than \$10,000 protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of the ownership or operation of the Contractor or its Subcontractors.

5. **Protection & Indemnity Insurance**

The Contractor will obtain or cause its Subcontractors to obtain legal liability insurance for all claims for bodily injury including death, property damage, fuel spill including cleanup costs, or loss arising out of the activities conducted by the Contractor, any Subcontractor, or their respective employees or agents in an amount no less than \$5,000,000 per occurrence and a deductible of not more than \$10,000.