



REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES

RFP No. PS20190361

Issue Date: March 25, 2019

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

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CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES
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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The RFP concerns the City's interest in procuring an architect-led professional consulting team to design a new LEED Gold (for Commercial Interiors) certified facility within the shell space of the 7th floor, and part of the 1st floor, of the VPL Central Library at 350 West Georgia Street, Vancouver, to house a relocated and expanded City of Vancouver Archives.

The City of Vancouver Archives currently operates out of two sites: the original Vanier Park site and a second temporary storage warehouse in east Vancouver. Planning studies have shown that the Vanier Park facility faces a number of challenges, including space constraints, sea level rise risks and less than optimal access for the public. A 2013 Accommodation Study identified the Vancouver Public Library (VPL) Central Library branch in downtown Vancouver as the recommended new City of Vancouver Archives location.

Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.

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 submission of Information Meeting registration form (Appendix 1 to this Part A)	April 3, 2019
Information Meeting	2:00 p.m. on April 4, 2019
Deadline for Enquiries	April 23, 2019
Closing Time	3:00 pm on April 30, 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:

Donabella Bersabal
donabella.bersabal@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: PS# - Title - Vendor name.
- Document format for submissions:

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- RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - 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.
- 5.4 An information meeting (the “**Information Meeting**”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. **Proponents are highly encouraged to attend the Information Meeting.** The details are as follows:

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Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Library Square at 350 West Georgia St. (Meet in front of the main doors to the library)

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

5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to donabella.bersabal@vancouver.ca, on or before the time and date specified in Section 2.1 above.

5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The Agreement is to remain active until services are complete, for an estimated term of 3-4 years.

7.0 PRICING

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

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

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, 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:

Scores	Evaluation Criteria	Reference RFP Section
5	Executive Summary and Proponent Overview	Appendix 2
10	Key Personnel	Appendix 2 and 8
10	Mechanical Subconsultant	Appendix 8

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15	Experience and Qualifications	Appendix 2 and 4
15	Work Plan	Appendix 2
5	Project Challenges	Appendix 2
5	Sustainability	Appendix 2
<u>5</u>	Innovation and Alternative Approaches	Appendix 2
70	TOTAL TECHNICAL SCORE	
<u>30</u>	COMMERCIAL SCORE	
100	TOTAL SCORE	

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed Subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.
- 9.0 CITY POLICIES**
- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is

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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/>

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 Sub-consultants 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.

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PART A - INFORMATION AND INSTRUCTIONS**

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 A - INFORMATION AND INSTRUCTIONS

APPENDIX 1 TO PART A



FINANCE, RISK AND SUPPLY CHAIN MANAGEMENT
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20190361 CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Donabella Bersabal
City of Vancouver
Email: donabella.bersabal@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Our company WILL / WILL NOT attend the **information meeting** for Request for Proposals No. PS20190361 Consulting Services for City of Vancouver Archives.

Signature

Name of Signatory

E-mail Address

Date

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PART B - CITY REQUIREMENTS

PART B - CITY REQUIREMENTS

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.

1.0 BACKGROUND

The City of Vancouver Archives’ current facility at 1150 Chestnut Street in Kitsilano’s Vanier Park opened in December 1972. It was the first purpose-built municipal archives in Canada, is the second largest archives in British Columbia, and houses the second largest photographic collection in Canada.

Planning studies have shown that the Archives and the public services it provides face a number of challenges, including space constraints in the current Vanier Park building, sea level rise risks and less than optimal access for the public due to its somewhat remote location. A 2013 Accommodation Study which reviewed 3 options for a future Archives identified the Vancouver Public Library (VPL) Central Library branch located at Library Square in downtown Vancouver as the recommended new location.

The Archives currently operates out of two sites: the original Vanier Park site, with public reading room, preservation lab and archivists’ workspace, and a second temporary storage warehouse in east Vancouver. At the conclusion of the project, all archival functions and materials will be housed under one roof on Level 7 of Central Library. The Archives will share the existing public reading room with VPL’s existing Special Collections program. In addition, all archival records, processing spaces, Preservation and Digitization Labs, and storage vaults will be consolidated at the site.

The Archives’ proposed new location, in downtown Vancouver’s Central Library will provide the Archives with a setting that optimizes public awareness of, and, accessibility to the City’s history and historical records. By sharing the public reading room with VPL Special Collections and also including a service point for Library and Archives Canada, the City of Vancouver Archives at Central Library will be part of a critical focus of archival and special collection resources and community history programs that optimizes functional synergies, public awareness and interaction, and creates a memorable educational experience for the citizens of Vancouver.

2.0 OBJECTIVE

The RFP concerns the City’s interest in procuring an architect-led professional consulting team to design a new LEED Gold (for Commercial Interiors) certified facility within the shell space of the 7th floor, and part of the 1st floor, of the VPL Central Library at 350 West Georgia Street, Vancouver, to house a relocated and expanded City of Vancouver Archives.

The City requires a multi-disciplinary team of registered professionals including the following disciplines:

- Architectural (the Co-ordinating Consultant/Coordinating Registered Professional)
- Structural Engineering
- Mechanical Engineering (including HVAC and Fire Protection systems)
- Electrical Engineer (including Communications and Security systems)
- Code Consulting/Certified Professional
- LEED Consulting, and
- Acoustical Consulting

to provide full design and contract administration services for the project described herein.

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PART B - CITY REQUIREMENTS

The City requires a highly qualified team with technical expertise in the delivery of specialized mechanical systems, including spaces conforming to the Class A and/or AA requirements set out in the “Museums, Galleries, Archives and Libraries” chapter in the ASHRAE Handbook, and a record of exemplary design, construction documents, and construction contract administration.

3.0 SCOPE OF WORK

3.1 The project scope of work for construction generally includes but not limited to:

1. Level 1 (approximate area 100 sq. metres)
 - i. Selective demolition of existing Library areas
 - ii. Construction of a Secure Staging Area and Quarantine Room for incoming archival materials
2. Level 7 (approximate area 2,500 sq. metres)
 - i. Selective demolition of existing Library areas
 - ii. Construction of Storage vaults for archival materials including the use of Standard and High Density Compact Shelving
 - iii. Construction of Specialty Vaults including Walk-in Frozen Storage Vault, Photographic Cold Storage Vault, and Nitrate Negatives Storage Vault
 - iv. Construction of Archives Staff workspace including:
 - o General Administration
 - o Archivists workspace
 - o Image Digitization Lab
 - o Audio Digitization Lab
 - o Video Digitization Lab
 - o Preservation Lab
 - v. Modification of existing VPL Special Collections Reading Room to accommodate City of Vancouver Archives and Archives Canada patrons, and
 - vi. Modification of existing VPL Special Collections Reception Desk to accommodate City of Vancouver Archives and Archives Canada staff.

3.2 The Basic Services required for the project are described in “Schedule A - Basic and Additional Services” in the attached Architect Agreement. Take particular note of the following project-specific elaborations.

- a. The consultant team will be required to review existing base building mechanical, electrical and fire protection systems condition and capacity in order to ensure full compatibility and seamless integration
- b. The production of up to three schematic design options is to be included as Basic Services
- c. The consultant team will be required to develop construction phasing strategies to accommodate existing tenancies as part of Schematic Design and to update these during Design Development and Construction Documents.
- d. The consultant will be required to coordinate the work a Quantity Surveyor and an Enhanced Commissioning Provider who will be retained directly by the City.
- e. The consultant team is to allow for two permit applications (for Demolition and Construction) and two corresponding tender packages.

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PART B - CITY REQUIREMENTS**

- f. The City’s Supply Chain Management group will manage the tendering process with technical support from the consultant team.
- g. The consultant team will be required to provide Record Drawings in both PDF and CAD format.
- h. Post-construction services, as required in support of the City’s Enhanced Commissioning Provider, are to be included as Basic Services.

3.3 Exemplary mechanical engineering is critical to the success of the project. The project is required to:

- a. achieve energy savings of 30% greater than ASHRAE 2010,
- b. achieve LEED Gold (for Commercial Interiors) certification, and
- c. deliver a facility conforming to the Class A and/or AA requirements set out in the “Museums, Galleries, Archives and Libraries” chapter in the ASHRAE Handbook.

3.4 Archives include Nitrate Negatives Storage of approx. 190 kilograms. Provisions for this storage must address preservation, OH&S, and regulatory requirements.

4.0 SITE LOCATION

The work site is located at Library Square at 350 West Georgia St. in Vancouver, BC.

5.0 PROPOSED PROJECT SCHEDULE

June 2019 - September 2019	Schematic Design
October 2019 - February 2020	Design Development
March 2020 - August 2020	Construction documents
September 2020 - January 2021	Tender
February 2021 - April 2022	Construction

6.0 PROJECT DELIVERABLES

Project deliverables include all deliverables listed in or inferable from “Schedule A - Basic and Additional Services” in the attached Architect Agreement. Refer also to Article 5.3 of the attached Architect Agreement.

7.0 QUALIFICATIONS

1. Mandatory Qualifications

To be eligible to submit an RFP, Proponents must have recent experience in the design and delivery (preferably within the last five years) of the following (or equivalents comparable to the following) and must state examples in their proposals:

- a. Library, Archives, or similar projects;
- b. Renovations of a similar scale;

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PART B - CITY REQUIREMENTS**

- c. Spaces conforming to the Class A and/or AA requirements set out in the “Museums, Galleries, Archives and Libraries” chapter in the American Society of Heating, Refrigeration, and Air Conditioning Engineers Inc. (ASHRAE) Handbook;
 - d. Projects delivered within occupied buildings;
 - e. Projects demonstrating leading edge energy reduction; and
 - f. Projects delivered within the City of Vancouver.
2. Preferred Qualifications

In addition to the mandatory experience, Proponents may be able to demonstrate recent experience in the design and delivery (preferably within the last five years) of the following and may state examples in their proposals:

- a. LEED Gold certified buildings;
- b. Projects for municipal clients;
- c. Projects delivered within multi-storey public buildings;
- d. Projects with laboratory environments;
- e. Projects with compact shelving systems; and/or
- f. Projects with pre-action sprinkler systems.

8.0 CITY-PROVIDED DOCUMENTS AND DRAWINGS

The following documents and drawings are incorporated in this RFP by reference and can be accessed through the City’s FTP site:

To access the site, use any internet browser and go to: <https://webtransfer.vancouver.ca>

The user ID is: **PS20190361DL@coveftp01**

The password is: **7UbdcX8Q**

1. Edited “Vancouver Public Library + City Archives - Functional Program” by Resource Planning Group (RPG) dated Oct. 22 2018
2. City of Vancouver Existing Archives Floor Plan & Images
3. As-built drawings for Central Library Levels 1 and 7 (4 drawings)
4. Central Library Archives Mechanical Scope of Work

NOTE: Any information the City provides in this RFP in respect of the Project, including, without limitation, any studies, reports, plans, drawings, measurements or specifications, is provided for information purposes only and the Proponent is not entitled to rely on such information as a basis for making professional decisions in performing the Services.

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PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PS20190361 Consulting Services for City of Vancouver Archives (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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PART C - FORM OF PROPOSAL**

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Technical Proposal
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
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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. PS20190361, 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

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process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

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

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7 DISPUTE RESOLUTION

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

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

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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

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“Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 11.

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.

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- (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
TECHNICAL PROPOSAL**

Complete this Appendix 2 - Technical Proposal Questionnaire in the form set out below, or alternatively attach a separate brief Technical Proposal section organized in the same manner and orders as items below and containing all the requested information.

Executive Summary

In the space below, provide a brief (no more than 1 page long) executive summary of your Proposal.

Proponent Overview

In the space below, provide a description of the Proponent's company, purpose and history of successes especially as they relate to the City's objectives on this project.

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, including those of the primary sub-consultants that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. Indicate if proposed key personnel were involved in any of the projects mentioned in the mandatory and preferred qualifications listed in section 7 of Part B.

If appropriate, also attach to this Form of Proposal as an additional Appendix a complete organization chart, as it relates to this project, identifying all roles and areas of responsibility and resumes of key personnel.

Experience & Qualifications

In the space below, state the Proponent's relevant knowledge and experience in relation to the qualifications listed in Part B Section 7 of this RFP, including that of the proposed personnel. Provide a summary of your experiences in a tabular layout.

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Work Plan

In the space below, detail the sequential process by which the Proponent proposes to undertake the work, including a timeline in the form of a Gantt Chart to illustrate how the work will be performed. The Proponent's work plan should make reference to the Requirements listed as Part B as appropriate, and include a description of the methods to be employed to perform and coordinate the work and to control quality.

Project Challenges

Proponents should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.

Sustainability

Proponents should describe their approach to and history of successes in enhancing sustainability and energy use reduction through the delivery of their past projects, and identify any opportunities they see for additional successes through this project.

Innovation and Alternative Approaches

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative and/or alternative solutions to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements. Proponents should articulate any pricing impact of the alternate solution(s) provided.

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Supplier Diversity

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.

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:</p> <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 	<p>Workforce Diversity:</p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate 	<p>Social / Environmental Certifications</p> <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 an Excel format.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

Please ensure Appendix 3 - Commercial Proposal is provided in a separate file and submitted as an Excel spreadsheet for this Appendix 3.

Please use the pricing table in Excel format found in the FTP site.

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 Part A and in the Form of Agreement attached hereto as Part D.

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**APPENDIX 4
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below. Please include clients/projects in the last 5 years only. Use a separate sheet if necessary.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	
Project Construction Budget	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	
Project Construction Budget	

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Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	
Project Construction Budget	

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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 as represented by its Board of Parks & Recreation
2099 Beach Avenue, Vancouver, B.C. V6G 1Z4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
 INSURER _____ **Insured Values (Replacement Cost) -**
 TYPE OF COVERAGE _____ Building and Tenants' Improvements \$ _____
 POLICY NUMBER _____ Contents and Equipment \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

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

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER _____ **Limits of Liability -**
 POLICY NUMBER _____ Combined Single Limit \$ _____
 POLICY PERIOD From _____ to _____ *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** **Limits of Liability**
 TYPE OF INSURANCE _____ Per Occurrence \$ _____
 INSURER _____ Aggregate \$ _____
 POLICY NUMBER _____ Deductible Per Loss \$ _____
 POLICY PERIOD From _____ to _____
Limits of Liability
 TYPE OF INSURANCE _____ Per Occurrence \$ _____
 INSURER _____ Aggregate \$ _____
 POLICY NUMBER _____ Deductible Per Loss \$ _____
 POLICY PERIOD From _____ to _____

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: _____

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**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 #PS20190361

Title: Consulting Services for City of Vancouver Archives

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

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**APPENDIX 8
SUB-CONSULTANTS**

Complete this Appendix 8 - Sub-consultants in the form set out below by listing all of the Sub-consultants 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 Sub-consultants.

If selected to enter into an Agreement with the City, the Proponent may be limited to using Sub-consultants listed in its Proposal. If the City objects to a sub-consultant listed in a Proposal, the City may permit a Proponent to propose a substitute sub-consultant acceptable to the City.

Sub-consultant's Scope		
Sub-consultant		
Contact (name, title, email, telephone no.)		
Brief description of the Sub-consultant's company, purpose, and history of successes especially as they relate to the City's objectives on this project.		
The Sub-consultant's relevant experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
Nature of Work:		
Value:		
Client Contact:		
Supplier Diversity (OPTIONAL and For Information only) - Provide brief company profile based on recognized environmental or social certification and/or if majority owned/controlled by an		

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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).	
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**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. PS20190361
CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES
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. PS20190361
CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES
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. PS20190361
CONSULTING SERVICES FOR CITY OF VANCOUVER ARCHIVES
PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT

See attached.



ARCHITECT AGREEMENT

ARCHITECT:

<PROOF>

PROJECT:

<PROOF>

<insert date>

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ARCHITECT AGREEMENT

THIS ARCHITECT AGREEMENT is made as of <[redacted]>

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued pursuant to the *Vancouver Charter* and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (the “City” (as further defined herein))

AND:

<[redacted] INSERT ARCHITECT NAME>, a <[redacted] corporation/limited partnership/general partnership> formed under the laws of <[redacted]> and having an office at <[redacted] insert address>, Vancouver, British Columbia, <[redacted]> (the “Architect”)

WHEREAS:

- A. The City is undertaking <[redacted] insert project description> (the “Project”) and wishes to engage the Architect to provide design services and construction administrative services therefor; and
- B. The Architect has agreed to provide to the City the services it requires on the terms and conditions set out herein,

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

ARTICLE 1.0 DEFINITIONS

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

- 1.1 “Additional Services” means the Services listed under the heading “Additional Services” within Schedule A.
- 1.2 “Agreement” means this Architect Agreement between the City and the Architect, including the following schedules and appendices, which are integral parts hereof, and all amendments made hereto by written agreement between the City and the Architect:

Schedule A	Basic and Additional Services
Schedule B	Fees for Basic and Additional Services
Schedule C	Construction Budget and Project Schedule
Schedule D	Reports and City-Provided Items
Schedule E	Key Employees and Architect’s Consultants
Appendix 1	Request for Proposals
Appendix 2	Architect’s and Architect’s Consultants’ Proposals
Appendix 3	WorkSafeBC Registration Confirmation
Appendix 4	Certificate of Professional Liability Insurance
Appendix 5	Certificate of Commercial General Liability Insurance
- 1.3 “Architect’s Consultant or Sub-consultant or Subcontractor” means a person, firm or company retained, with the approval of the City, and compensated by the Architect, to provide consulting services for the Project, as listed under “Architect’s Consultants” in Schedule E.
- 1.4 “Architect’s Proposal” means the Architect’s proposal submitted to the City on <[redacted] date> and entitled <[redacted] insert title of proposal> in response to the RFP and attached as Appendix 2 and the other documents included in Appendix 2.

- 1.5 **“Basic Services”** means the Services listed under the heading “Basic Services” within Schedule A and the services set forth in this Agreement, excluding the schedules and appendices hereto.
- 1.6 **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday.
- 1.7 **“City”** means the City of Vancouver acting as a corporate entity and as owner of the Project Site and expressly excludes the City while acting in its capacity as a municipal regulatory authority.
- 1.8 **“City’s Consultant”** means a person, firm or company retained and compensated by the City to provide consulting services for the Project, other than the Architect.
- 1.9 **“City’s Project Manager”** means the individual employee of the City or a City’s Consultant who is authorized to give instructions to the Architect on behalf of the City with respect to the Project.
- 1.10 **“Claims”** has the meaning set out in Section 5.6.
- 1.11 **“Confidential Information”** has the meaning set out in Section 5.2.
- 1.12 **“Construction Budget”** means the budget available for total Construction Cost, determined or approved in writing by the City; provided that, as at the time of signing this Agreement, the Construction Budget (the “preliminary Construction Budget”) is as set out in Schedule C.
- 1.13 **“Construction Cost”** means the contract price (expected to be specified in a Construction Contract), net of applicable taxes, to complete the Construction Work, as estimated by the Cost Consultant and agreed to by the City and the Architect, acting reasonably, based on the market rates expected to prevail at the time scheduled for the Construction Work, plus, if the City is to provide any labour or material for the Construction Work, the market value of that work or material; for the avoidance of doubt, “Construction Cost” shall not include the compensation to be paid to the Architect, the Architect’s Consultants or the City’s Consultants in connection with the Project or the cost of land, City of Vancouver development cost charges or development cost levies or other costs which are the responsibility of the City (except for labour and materials for the Construction Work).
- 1.14 **“Construction Contract”** means each written agreement between the City and a Construction Contractor for Construction Work.
- 1.15 **“Construction Contract Documents”** means all documents that shall make up a Construction Contract.
- 1.16 **“Construction Contractor”** means the person, firm, or corporation (or more than one such persons, firms or corporations) contracting with the City to provide labour, materials and equipment for the performance of Construction Work.
- 1.17 **“Construction Work”** means the total construction services to be performed by the Construction Contractor to complete the construction of the Project.
- 1.18 **“Cost Consultant”** means the person, firm or company, retained and compensated by the City (unless otherwise expressly provided herein), to provide Construction Cost estimates for the Project.
- 1.19 **“Deliverables”** has the meaning set out in Section 5.3.

- 1.20 “**General Review**” means site visits to the Project Site at intervals appropriate to the stage of construction, and field reviews and tests as the Architect considers necessary, for purposes of checking the progress and quality of the Construction Work, as it is carried out, and to determine whether the Construction Work is in conformity with the requirements of the Construction Contract Documents.
- 1.21 “**Hazardous Substance**” means any substance or material that is prohibited, controlled or regulated by any competent authority pursuant to any environmental law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any environmental law.
- 1.22 “**Indemnified Party**” has the meaning set out in Section 5.6.
- 1.23 “**Project Budget**” means the City’s estimate of the total cost to it for the Project, including, but not limited to, the Construction Cost, the Architect’s fees hereunder, other professional fees, land costs and all other costs to the City for the Project.
- 1.24 “**Project Schedule**” means the time schedule for the Project, which at the time of signing this Agreement is as set out in Schedule C.
- 1.25 “**Project Site**” means Library Square at 350 West Georgia St.in Vancouver, B.C.
- 1.26 “**RFP**” means Request for Proposal No. PS2019036 Consulting Services for City of Vancouver Archives, together with all related addenda and questions and answers issued by the City, all of which are attached as Appendix 1.
- 1.27 “**Services**” means all of the services the Architect is to perform for the City pursuant to this agreement, including the Basic Services and any Additional Services.
- 1.28 “**Substantial Performance of the Construction Work**” means that the Construction Work (under the Construction Contract) has been “completed” as such term is defined in the *Builders’ Lien Act* (British Columbia).
- 1.29 “**Total Performance of the Construction Work**” shall have been reached when the entire Construction Work has been performed to the requirements of the Construction Contract Documents, and is so certified by the Architect.
- 1.30 “**WCB**” has the meaning set out in Section 5.8.
- 1.31 “**WCB Legislation**” has the meaning set out in Section 5.8.

ARTICLE 2.0 ARCHITECT’S RESPONSIBILITIES

2.1 Basic Services and Additional Services

- 2.1.1 The Architect shall provide the Basic Services, including basic architectural services, structural, mechanical and electrical engineering services, construction administration services and other basic consulting services, as necessary, all in accordance with any instructions given by the City from time to time.
- 2.1.2 The Basic Services required to be provided by the Architect include the coordination required to integrate all parts of the Services to be provided by the Architect, the Architect’s Consultants, the City and any City’s Consultants. The Architect shall also work closely, and consult, with City representatives in performing the Basic Services.

- 2.1.3 The Basic Services required to be provided by the Architect include all services not specifically referred to in this Agreement, but which are necessary or incidental to the completion of other Basic Services.
- 2.1.4 The Architect shall provide the particular Additional Services that are from time to time requested in writing by the City subsequent to the date hereof, if any, and, in providing such Additional Services, the Architect shall comply with any specific instructions given by the City from time to time.
- 2.1.5 Except as otherwise expressly set out herein (including in Schedule D hereto), any information the City provides to the Architect in respect of the Project, including, without limitation, any studies, reports, plans, drawings, measurements or specifications, is provided for information purposes only and the Architect is not entitled to rely on such information as a basis for making professional decisions in performing the Services.
- 2.1.6 The Architect acknowledges the time constraints set out in the Project Schedule for the Project and shall provide the Services in accordance with the Project Schedule to facilitate the issuance of an occupancy permit for the Project by **April 30, 2022** and completion of all of the Services by **April 30, 2024**, unless otherwise agreed in writing between the City and the Architect. The City may, acting reasonably, refine the Project Schedule from time to time, and the Architect shall assist the City, at the City's request, in making such refinements. In the event of a suspension and resumption of the Project or other event reasonably requiring an adjustment to the Project Schedule, the City shall make such adjustments to the Project Schedule as are reasonable in the circumstances.
- 2.1.7 Unless otherwise specifically provided in this Agreement, the Architect shall have no responsibility for:
 - (a) the discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of;
 - (b) advice in respect of; or
 - (c) the exposure of persons, property or the environment to Hazardous Substances at the Project Site that have not been introduced to the Project Site by the Architect or anyone for whom the Architect is responsible under this Agreement.

2.2 Construction Budget and Construction Cost Estimates

- 2.2.1 The Architect shall review and provide its professional advice to the City regarding the Construction Budget and assist the Cost Consultant with the preparation of Construction Cost estimates pursuant to this Agreement.
- 2.2.2 Neither the Architect nor the City has control over the cost of labour, materials or equipment, over general contractors' methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the Architect cannot and does not warrant or represent that bids or any negotiated price for a Construction Contract shall not vary from any Construction Cost estimate.
- 2.2.3 In producing design development and construction documents for the Project and carrying out other Services, the Architect shall at all times take the necessary steps to ensure that the design is consistent with all City-approved Project requirements, the

most recent City-approved Construction Budget, and all relevant information furnished by the Cost Consultant or (other) City's Consultants.

2.3 Adjustment of Construction Budget

- 2.3.1 If, prior to the conclusion of the construction documents phase of the Services, the Construction Cost is agreed to be higher than the then Construction Budget, the City shall increase the Construction Budget and/or give directions as to how to revise the Project scope or quality to satisfy the Construction Budget;
- 2.3.2 If the bidding or negotiation phase has not commenced within three months after the Architect submits the construction documents to the City, the Construction Budget shall be adjusted by the City to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the City and the date on which bids or proposals are sought (as such change is determined by the Cost Consultant).
- 2.3.3 If the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal exceeds the latest-approved Construction Budget, the City may do one or more of the following:
 - (a) give written approval of an increase in the Construction Budget;
 - (b) authorize re-solicitation of bids or proposals, or negotiation or renegotiation of a price;
 - (c) give instructions to the Architect to revise the Project scope or quality as necessary to reduce the Construction Cost; and
 - (d) terminate this Agreement in accordance with Section 5.9.
- 2.3.4 If the City chooses to proceed under Section 2.3.3(c), the Architect shall, under the direction of the City acting reasonably, modify the construction documents or provide other services necessary to reduce the Construction Cost to the latest approved Construction Budget. Such modifications or other necessary services requested to reduce the Construction Cost shall be deemed to be Basic Services and shall not be subject to additional charge only if: (a) the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal referred to in Section 2.3.3 exceeded the relevant Construction Budget by more than 15% percent; and (b) such excess did not result from extraordinary market conditions or other factors reasonably not foreseen by or under the control of the Architect, and, even when such two conditions are satisfied, such modifications or services shall be deemed to Basic Services only up to the point at which the Construction Cost is reduced to within 15% percent of such relevant earlier Construction Budget. In each other case (and in each case of work within such 15% percent buffer), the modifications or other necessary services shall be treated as Additional Services.

2.4 Construction Contract Requirements

- 2.4.1 The Architect's issuance of a certificate for payment for Construction Work performed under the Construction Contract shall constitute a representation by the Architect to the City, based on General Review and on review of the Construction Contractor's application for payment that the Construction Work for which payment is sought has been performed, that to the best of the Architect's knowledge, information and belief, such Construction Work is in conformity with the Construction Contract Documents, and that the Construction Contractor is entitled to payment in the amount certified,

subject to any specific reservations or qualifications stated in the certificate for payment.

- 2.4.2 The issuance of a certificate for payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Construction Contractor has used the monies paid to it under the Construction Contract, or that the Construction Contractor has discharged the obligations imposed on it by law under the *Workers' Compensation Act*, or other applicable statutes.
- 2.4.3 The Architect shall act as, and fulfill the role of, the "Consultant" under the Construction Contract for the Project.

ARTICLE 3.0 CITY'S RESPONSIBILITIES

3.1 Provision of Information

The City shall provide:

- 3.1.1 all reasonably necessary information regarding the requirements for the Project including a program setting forth the City's Project objectives, constraints, schedules, and criteria, including:
 - (a) spatial and functional requirements and relationships;
 - (b) flexibility and expandability;
 - (c) special equipment and systems;
 - (d) site requirements; and
 - (e) sustainability requirements;
- 3.1.2 revisions to the Construction Budget, as required hereby or as otherwise determined by the City; and
- 3.1.3 the information, surveys, reports and services set out in Schedule D.

3.2 Other City Responsibilities

The City shall:

- 3.2.1 examine documents submitted by the Architect and give the Architect decisions and approvals as necessary;
- 3.2.2 except to the extent otherwise agreed herein, obtain all required consents, approvals, licenses and permits from authorities having jurisdiction, and pay the cost of all such required consents, approvals, licenses and permits, irrespective of whether the Architect or the City obtains them;
- 3.2.3 immediately notify the Architect in writing if the City observes or otherwise becomes aware of any fault or defect in the Project or any non-conformity with the requirements of the Construction Contract;
- 3.2.4 promptly fulfill the City's responsibilities expressly stated in the Agreement for the orderly progress of the Services and of the Construction Work;

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

ARTICLE 4.0 PAYMENTS TO THE ARCHITECT

4.1 Payments

- 4.1.1 The City shall pay professional fees and reimbursable expenses to the Architect as set forth in this ARTICLE 4.0 and Schedule B.
- 4.1.2 Payments of fees for the Basic Services, the Additional Services and reimbursable expenses shall be made monthly upon submittal and approval of the Architect's invoices (as described below) for Services rendered and expenses incurred, and, in relation to the Basic Services, shall be in proportion to the Basic Services performed within each phase of the Services described in Schedule B.
- 4.1.3 If any amounts are to be charged by the Architect for work done in a given calendar month, the Architect shall, by the 25th day of the following month, provide to the City's Project Manager a draft invoice, in a form acceptable to the City's Project Manager, including a detailed account of all charges to be claimed by the Architect for the relevant month (including statements as to percentages of completion of the Architect's own work and the Architect's Consultants' work and including supporting documentation, such as Architect's Consultants' invoices or statements of account). The City's Project Manager shall review the draft, raise any concerns with the Architect within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Architect, if so requested, shall meet with the City's Project Manager to expedite and settle of the draft invoice. The Architect shall submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:
 - (a) the Architect's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date;

- (e) details of any applicable taxes; and
 - (f) tax registration number(s).
- 4.1.4 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Architect's invoices, for whatever reason, the City shall 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 shall use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City shall, 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 Architect.
- 4.1.5 The Architect shall 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 shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Architect and by such other means as shall be reasonably necessary or advisable.
- 4.1.6 The Architect shall not take a mark-up on amounts charged to the Architect by the Architect's Consultants.
- 4.1.7 The Architect shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

4.2 Reimbursable Expenses

The following expenses, when incurred by the Architect, or the Architect's employees, in the interest of the Project, are reimbursable by the City:

- 4.2.1 reasonable, documented travel expenses in connection with the Project for travel that has been expressly pre-authorized in writing by the City; however, expenses for travel within the Lower Mainland of British Columbia and to and from persons' residences shall not be included as reimbursable expenses;
- 4.2.2 reasonable, documented communication and shipping expenses (e.g., for long distance telephone calls, courier service, and postage);
- 4.2.3 reasonable, documented expenses for the reproduction of plans, sketches, drawings, graphic representations, specifications and other documents, excluding reproductions for the Architect's office use or for the use of the Architect's Consultants;
- 4.2.4 reasonable, documented expenses for renderings, plotting of computer-generated drawings, models, and mock-ups specifically requested by the City and not forming part of the Basic Services;
- 4.2.5 documented fees, levies, duties or taxes for permits, licenses or approvals that are specific to the Project and are required to be paid by authorities having jurisdiction; and
- 4.2.6 over-time services costs, for over-time authorized in advance by the City, to the extent that the cost of such services exceeds normal direct personnel expenses, where "direct personnel expenses" refers to the salaries of the Architect's or the Architect's Consultant's personnel engaged on the Project plus the cost of such mandatory and customary contributions and employee benefits as employment taxes and other

statutory benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.3 Changes and Adjustments

4.3.1 Except to the extent otherwise expressly provided herein or agreed in writing, the Architect agrees that the City may assume that all services are Basic Services unless the City expressly requests Additional Services in a writing expressly acknowledging that the requested services are Additional Services or the Architect notifies the City in writing and in advance that an Additional Service is required by the Architect or an Architect's Consultant, or has been requested by the City, and the City then agrees in writing and expressly authorizes the performance of the Additional Service.

4.3.2 If and to the extent that the Construction Contract time initially established in the Construction Contract is exceeded or extended through no fault of the Architect and the Architect is required to provide ongoing contract administration services, incremental services required for such extended period of the Construction Contract administration shall be treated as Additional Services but shall be paid only upon and in accordance with the prior agreement of the City.

4.4 Project Suspension or Abandonment

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

4.5 Taxes

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

4.5.2 Except as stated in Section 4.5.1, the prices stated herein include all taxes and government levies, except for the federal goods and services tax arising under the *Excise Tax Act* (Canada) as a result of the sale of the Services within Canada hereunder.

4.5.3 If the Architect is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount. The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest shall be payable by the City on sums withheld and later paid directly to the Architect.

4.5.4 The Architect shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Architect's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

- 4.5.5 The foregoing Section 4.5.4 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 5.0 GENERAL CONDITIONS

5.1 Architect's Consultants and Employees

- 5.1.1 The Architect shall be responsible for retaining and paying all the Architect's Consultants and employees. However, the City now acknowledges that, unless otherwise expressly set forth herein, it shall be responsible for retaining and paying for the Cost Consultant and (other) City's Consultants, including any of the City's Consultants engaged to perform the work referred to in Schedule D.
- 5.1.2 The Architect hereby assumes full responsibility to the City for all work performed by the Architect's Consultants under this Agreement. Nothing in this Agreement shall create any contractual relationship between the City and any of the Architect's Consultants.
- 5.1.3 The Architect shall only utilize:
- (a) its employees; and
 - (b) its Architect's Consultants approved in writing by the City to perform the Services under this Agreement.
- 5.1.4 Except in the event of circumstances beyond the Architect's control, the Architect may not make substitutions or changes to its employees primarily responsible for the performance of the Services, and it must ensure that its Architect's Consultants do not make substitutions or changes to their employees primarily responsible for the performance of the Services, in each case as such employees are listed under the heading "Key Employees" within Schedule E, and in each case without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned.
- 5.1.5 Notwithstanding the foregoing Section 5.1.4, in no event may the Architect or an Architect's Consultant replace any professionally-registered staff with staff that is not so registered, and the Architect shall ensure that the Architect's Consultants do not do so.
- 5.1.6 For the purposes of the above Section 5.1.4, "circumstances beyond the Architect's control" means an illness, death, injury, pregnancy, medical leave, or termination of employment or contract but expressly excludes situations where an employee is called upon to perform services for another client of the Architect or its affiliates.
- 5.1.7 The City may, with stated reasons and acting reasonably, request that the Architect replace an employee assigned to the Project or cause an Architect's Consultant to replace an employee assigned to the Project. The Architect shall and shall cause each Architect's Consultant to, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace any such individual with someone of substantially similar competency and experience.

5.2 Confidentiality

- 5.2.1 In the course of or for the purpose of performing the Services, the Architect shall 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 Architect’s breach of this Agreement or the Architect’s actions;
- (b) information which was previously in the Architect’s possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Architect from a third party not under an obligation of confidence to the City regarding such information.

5.2.2 The Architect shall not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Architect shall 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 and its Architect’s Consultants who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 5.2. The Architect shall take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

5.2.3 If the Architect is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Architect shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that, prior to any disclosure, the Architect shall 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 shall be accorded such Confidential Information.

5.2.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing services to the City. The Architect confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

5.2.5 The Architect acknowledges that in the event of a breach by the Architect or any of its employees of their respective confidentiality obligations pursuant to this Section 5.2, damages alone would not be an adequate remedy. The Architect therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City shall have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

5.2.6 The Architect shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;

- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information; provided that the Architect shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

5.2.7 This Section 5.2 shall survive the expiration or earlier termination of this Agreement.

5.3 Deliverables

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

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

5.3.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Architect or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable; and
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category.

5.3.3 The Architect shall keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Architect shall treat each Deliverable as subject to the confidentiality provisions for the benefit of the City set out in Section 5.2 unless advised otherwise by the City.

5.3.4 A copy of each Deliverable, as to the whole or that portion of the Deliverable then existing, shall be delivered by the Architect to the City on the earliest of each of the following events:

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

5.3.5 The Architect represents and warrants that the Deliverables shall not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Architect shall defend,

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

- 5.3.6 The Architect hereby grants to the City, and shall procure that each Architect's Consultant shall grant to the City, automatically and without additional consideration, an irrevocable, perpetual, royalty-free and unfettered license to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of all Deliverables that are reports, designs, models, plans, sketches, drawings, graphic representations, documents or specifications for any purpose in connection with the Project (including in connection with the City's use and occupancy of the Project, and any future alterations, additions or reconstruction of the Project), and the City may retain copies of all of the same for such purpose.
- 5.3.7 The Architect irrevocably waives, in favour of the City, all moral rights in the Deliverables.
- 5.3.8 The Architect shall obtain from its employees and contractors and, as required, third parties (and shall require that its contractors obtain from their employees and contractors), all required licenses, including rights to sublicense, all assignments and all releases of intellectual property, and waivers of moral rights, respecting the Deliverables so as to give full effect to the provisions of this Section 5.3, including the unfettered license referred to in Section 5.3.6. The Architect shall moreover provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its rights in the Deliverables or to receive the full benefit of the Deliverables for purposes of the Project.
- 5.3.9 This Section 5.3 shall survive the expiration or earlier termination of this Agreement.

5.4 Project Identification

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

5.5 Dispute Resolution

- 5.5.1 Any claim, dispute or issue in dispute between the City and the Architect in relation to this Agreement shall be decided by mediation or arbitration, if the City and the Architect so agree in writing in relation to the specific claim, dispute or issue in dispute, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.
- 5.5.2 In the event that parties agree to arbitration pursuant to Section 5.5.1:
- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;

- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

5.5.3 This Section 5.5 shall survive the expiration or earlier termination of this Agreement.

5.6 Release and Indemnification

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

5.6.2 The Architect now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Architect, its contractors or consultants, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement (excepting any caused by the non-performance by the City of its obligations hereunder, or any gross negligence or wilful misconduct by the City).

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

5.6.4 Despite any insurance coverage of the City, the Architect hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect, its contractors or consultants, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are primarily caused by errors, omissions or negligent acts of an Indemnified Party.

5.6.5 The foregoing Section 5.6.4 shall not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

5.6.6 This Section 5.6 shall survive the expiry or sooner termination of this Agreement.

5.7 Insurance

5.7.1 The City, at its expense, shall obtain:

- (a) Single Project Specific Professional Liability Insurance with limits of not less than \$2,000,000 per claim and not less than \$5,000,000 in aggregate and a maximum deductible of \$100,000 per claim insuring against third party losses

including property damage and bodily (including death) arising out of the professional services rendered by the Architect, Architect's Consultants, contractors, consultants, designers, engineers, surveyors, and their subcontractors, employees, and servants in the performance of the Services. Coverage will be maintained for a period of at least 2 years following the date of Substantial Performance of the Construction Work. The Architect shall be responsible for payment of any deductibles under such insurance and will reimburse the City for same.

5.7.2 Prior to commencing the Services, the Architect will obtain at their own expense:

- (a) Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate which protects the Architect and its directors, officers, partners, personnel, and agents from all insurable claims which might arise from the performance of the Basic Services and any Additional Services in connection with this Agreement, for any damage to property, including loss of use thereof, or completed operations or products, any injury including personal injury, and any death caused by the negligence, fault, error or omission of the Architect or its directors, officers, partners, employees or agents or any of them, in respect of the performance of the Services under this Agreement. The policy must contain:
 - (i) a cross-liability clause in favour of the City;
 - (ii) 24 months completed operations and products liability coverage;
 - (iii) blanket contractual liability coverage;
 - (iv) contingent employer's liability coverage;
 - (v) non-owned automobile liability coverage;
 - (vi) sudden and accidental pollution liability coverage; and
 - (vii) the City and the City's officials, employees and agents being added as additional insureds.
- (b) Automobile liability insurance to be carried at all times on all licensed vehicle owned or leased to the Architect, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Architect or the Architect's employees. This insurance shall be for a minimum amount of \$2,000,000 per occurrence.
- (c) All-risk contractor's equipment insurance covering all equipment owned or rented by the Architect and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement. This policy shall contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

5.7.3 All required insurance policies from the Architect must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;

- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be excess of this insurance and will not contribute to such policies; and
 - (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail.
- 5.7.4 Prior to signing, and immediately following the signature of this Agreement, the Architect shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance in the form of one or more certificate(s) of insurance acceptable to the City. The certificate(s) of insurance will identify the Agreement title, Agreement number, policyholder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.
- 5.7.5 The Architect will provide in its agreements with its Architect Consultant's insurance clauses in the same form as in this Agreement. Upon request, the Architect will deposit with the City's Project Manager detailed certificate(s) of insurance for the policies of its Architect's Consultant's (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Architect Consultant's agreements.
- 5.7.6 The Architect and each of its Architect's Consultants will provide, at its own cost, any additional insurance which it is required by law or which it considers necessary as a reasonable and prudent professional architect, engineer, or design consultant would do to protect their operation, including for liability in excess of the coverage procured by the City.
- 5.7.7 Neither the providing of insurance by the Architect or the Architect's Consultants in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Architect from any other provisions of this Agreement with respect to liability of the Architect or otherwise.
- 5.8 **WorkSafeBC Coverage**
 - 5.8.1 The Architect agrees that it shall procure and carry at its expense and shall cause each of the Architect's Consultants to procure and carry at their expense full WorkSafeBC ("WCB") coverage as required by the *Workers Compensation Act* (British Columbia) and the regulations thereunder including all amendments thereto from time-to-time (the "WCB Legislation") for their respective employees, contractors and agents engaged in the performance of the Services under this Agreement. The Architect agrees that, notwithstanding any other provision of this Agreement, the City has the unfettered right to set off the amount of the unpaid premiums, assessments and penalties for such WCB coverage against any monies owing by the City to the Architect. The City shall have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
 - 5.8.2 Prior to commencing any services under this Agreement and thereafter as and when requested by the City, the Architect shall provide the City with the Architect's and each Architect's Consultant's WCB registration numbers and with written confirmation from the WCB that the Architect and all of the Architect's Consultants are registered

and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.

5.8.3 The Architect shall indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

- (a) unpaid WCB assessments of the Architect or any other employer for whom the Architect is responsible under this Agreement;
- (b) the acts or omissions of any person engaged directly or indirectly by the Architect in the performance of the Services, or for whom the Architect is responsible at law and which acts or omissions are or are alleged by the WCB to constitute a breach of the WCB Legislation or any other failure to observe the safety rules, regulations and practices of WCB, including any and all fines and penalties levied by the WCB, and
- (c) Any breach of Section 5.8.2.

5.8.4 The foregoing Section 5.8.3 shall survive the expiry or sooner termination of this Agreement.

5.9 Term and Termination

5.9.1 Unless earlier terminated pursuant to the remaining provisions of this Section 5.9, this Agreement shall expire at such date at which both: (a) three years have elapsed since Substantial Performance of the Construction Work; and (b) Total Performance of the Construction Work has been achieved; provided that if the City and the Architect continue to deal with each other in relation to the Project following such date, this Agreement shall be deemed to be renewed on a month-to-month basis until such time as their dealings cease.

5.9.2 The City may terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Architect, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Services and to minimize expenditure, including complying with any instructions from the City as to how to do so.

5.9.3 If the City reasonably considers that the Architect is not discharging any of its material obligations under this Agreement, the City may inform the Architect by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the parties, the City may by a further notice to the Architect of at least 14 days terminate this Agreement.

5.9.4 The City may terminate this Agreement with immediate effect if the Architect becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events.

5.9.5 After giving at least 14 days' written notice to the City, the Architect may terminate this Agreement, or at its discretion and without prejudice to the right to terminate,

may suspend or continue suspension of performance of the whole or part of the Services when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Architect has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Architect of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

5.9.6 The following consequences shall apply upon the termination of this Agreement:

- (a) The Architect shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Deliverables produced by or on behalf of the Architect during the course of performing the Services;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the Project Site access cards, equipment and other items provided by the City in connection with this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Architect shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Architect's Consultant contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Services or the continuing development of the Project Site.
- (b) The Architect shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 5.9.6(a) and its reasonable demobilization costs, up to a maximum of \$1,000, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a default by the Architect in the provision of any part of the Services, in which case all such costs shall be for the Architect's own account.
- (c) The Architect shall be entitled to payment for any completed portion of the Services rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B.

- (d) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

5.10 Law Governing this Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties now irrevocably agree that, unless the parties agree to arbitration pursuant to Section 5.5, the courts of the Province of British Columbia shall have exclusive jurisdiction in all matters arising out of or in any way relating to this Agreement, except to the extent necessary to enforce, in another jurisdiction, any decision or award made by an arbitrator pursuant to Section 5.5 or any judgment of any court in the Province of British Columbia.

5.11 Successors and Assigns

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

5.12 Extent of Agreement

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

5.13 Notices

5.13.1 Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and shall be validly given if delivered by personal delivery or courier, transmitted by electronic means (with delivery confirmation or an email reply effectively acknowledging delivery) or mailed in British Columbia by registered mail to the respective party at its address as follows:

- (a) **City of Vancouver**
 Facilities Planning and Development
 300-515 West 10th Avenue
 Vancouver, British Columbia V5Z 4A8

 Attention: Sandra Korpan, Project Manager
 Fax: <604-604-6040>
- (b) <name>
 <address>

 Attention: <name and title>
 Fax: <604-604-6040>
 Email: <email>

or to such other person or address as one party may advise the other in writing from time to time, provided that, notwithstanding the foregoing, the Architect’s invoices shall be addressed as specified in Section 4.1.3 or as otherwise specified in the relevant City purchase order.

5.13.2 Any notice given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 5.13.1 shall be conclusively deemed to have been given:

- (a) if given by personal delivery, on the day of actual delivery thereof;
- (b) if given by courier or registered mail, on the Business Day following confirmation by the courier or postal service that the notice has been delivered; and
- (c) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

5.14 No Promotion

The Architect 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, websites, internet domain names, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Architect to perform its obligations under this Agreement). The Architect shall not use the City's logo or any of the City's official marks without the express prior written consent of the City

5.15 Compliance with Law

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

5.16 Precedence of Documents

In the event of any conflict or inconsistency between this Agreement (excluding Appendix 2) and the Architect's Proposal, this Agreement (excluding Appendix 2) shall take precedence.

5.17 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

5.18 Time of the Essence

Time is of the essence of this Agreement.

5.19 **No Waiver**

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

5.20 **Remedies Cumulative.**

The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy shall be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

5.21 **Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart.

5.22 **Independent Legal Advice**

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

5.23 **Electronic Execution**

Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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

CITY OF VANCOUVER

by its authorized signatory:

By: _____
Signature

Print Name and Title



by its authorized signatories:

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

SCHEDULE A - BASIC AND ADDITIONAL SERVICES

1) **BASIC SERVICES**

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A - Services. Other services that are not applicable, or that the City is responsible to provide, are so indicated in this Schedule A -Services.

The method(s) of fee determination applicable to the contract is as stated in [Article 4.0](#) of the agreement. The following designations are used to indicate the method of fee determination applicable to each line item, or the non-applicability of an item to the contract:

- F1** Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the fixed fee stated in the agreement.
- F2** Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the percentage-based fee stated in the agreement.
- F3** Indicates the service is the responsibility of the *Architect* and the fee for the service is payable on the basis of time-based rates as stated in Table 2 - Hourly Rates.
- N/A** N/A (or an item left blank) indicates the service is not anticipated to be required at the time of contract signing and will not be provided by the *Architect* nor the *City*. If the item is subsequently determined to be required, it shall be an *Additional Service*.
- C** Indicates the service is required but will be the responsibility of the *City* and not the *Architect*.

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	Structural Consulting Engineering Services - Engage a structural engineer for all services related to the structural integrity of the <i>Work</i> including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing structural components and systems.	F1
1.2	Mechanical Consulting Engineering Services – Engage a mechanical engineer for all services related to mechanical systems and their controls including: plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing mechanical components and systems.	F1
1.3	Electrical Consulting Engineering Services – Engage an electrical engineer for all services related to electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing electrical components and systems.	F1
1.4	Acoustic Consulting Services –	F1
1.5	Audio Visual Consulting Services –	N/A
1.6	Building Sciences Consulting Services –	N/A

**ARCHITECT AGREEMENT
SCHEDULE A - BASIC AND ADDITIONAL SERVICES**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.7	Energy Modelling Consulting Services –	F1
1.8	Civil Engineering Consulting Services –	N/A
1.9	Commissioning Agent Consulting Services – Engage a commissioning agent for services over and above take-over at completion of construction.	C
1.10	Cost Estimating Consulting Services –	C
1.11	Food Services Consulting Services –	N/A
1.12	Heritage Conservation Consulting Services –	N/A
1.13	Archaeological Consulting Services –	N/A
1.14	Hardware Consulting Services –	F1
1.15	Interior Design Consulting Services –	F1
1.16	Laboratory Design Consulting Services –	F1
1.17	Landscape Architect Consulting Services –	N/A
1.18	Lighting Design Consulting Services –	F1
1.19	Microclimate Consulting Services –	F1
1.20	Planning Consulting Services –	N/A
1.21	Security Consulting Services –	N/A
1.22	Building Security and Communications Systems Consulting Services –	F1
1.23	Traffic Consulting Services –	N/A
1.24	Vertical Transportation Consulting Services –	N/A
1.25	[] Consulting Services –	
1.26	Furniture, Fixtures and Equipment (FF&E) Selection, Procurement, and Installation Coordination – Provide services for the selection, procurement and installation of FF&E, including re-use of <i>City's</i> inventoried FF&E.	F1
1.27	Graphic Design and Signage – Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	F1
1.28	Tenant Improvement Design Services – Provide tenant layout and fit up <i>Construction Documents</i> coordinated with base building <i>Construction Documents</i> .	N/A
1.30	Multiple Construction Contracts - Additional <i>Construction Documents</i> and <i>Construction Contract</i> administration in connection with multiple bid packages, multiple <i>Construction Contracts</i> , and two bid packages – Demolition and Construction.	F1
1.31	Multiple Phases - Services in connection with multiple phased occupancies.	N/A
1.32	Coordination of Work of City's Own Forces – Coordinate <i>Work</i> of <i>City's</i> own forces with that of <i>Constructor</i> .	N/A

**ARCHITECT AGREEMENT
SCHEDULE A - BASIC AND ADDITIONAL SERVICES**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.33	Coordination of City's Equipment – Coordinate delivery, receipt, and installation of <i>City's</i> equipment with <i>Constructor</i> .	F1
1.34	Value Engineering Services –	F1
1.35	Life Cycle Cost Analysis Services –	N/A
1.36	Energy Modelling Services –	F1
1.37	Climate Change Analysis – Analyse effects of climate change on building components and systems over the life of the <i>Project</i> .	N/A
1.38	Enhanced Sustainable Design - Enhanced sustainable design services to incorporate advanced levels of sustainable design.	F1
1.39	Sustainable Design Certification - Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	F1
1.40	Commissioning - Services related to commissioning of the building.	F1
1.41	Multiple Language Services – <i>Construction Documents</i> , and all other <i>Services</i> , provided in a language other than the language of this contract.	N/A
2	COORDINATION SERVICES, ALL APPLICABLE PHASES	
2.1	Project Protocols - Meet with <i>City</i> and <i>Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F1
2.2	City Meetings - Hold regular <i>City</i> meetings with <i>City</i> and, when relevant, with <i>Consultants</i> to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F1
2.3	Consultant Coordination Meetings - Hold regular <i>Consultant</i> coordination meetings with <i>Consultants</i> and, when relevant, with <i>City</i> to review progress and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F1
2.4	Project Dossier - Maintain written records of information flow between <i>Architect</i> , <i>City</i> , <i>Consultants</i> , authorities having jurisdiction and other <i>Project</i> stakeholders. Document information requested and provided, recommendations made and accepted, advice given and decisions taken.	F1
2.5	Project Report - Prepare <i>Project</i> report, including key information flow between <i>Architect</i> , <i>City</i> , <i>Consultants</i> , authorities having jurisdiction and <i>Project</i> stakeholders. Document <i>Project</i> status, design, proposed materials, components and building systems, schedule, <i>Construction Budget</i> , <i>Construction Cost Estimate</i> , information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from <i>Consultants</i> . Provide to <i>City</i> and <i>Consultants</i> at: <ol style="list-style-type: none"> 1. end of Pre-Design Phase, 2. end of Schematic Design Phase, 3. end of Design Development Phase, 4. when Construction Documents Phase is 50% complete, and 5. end of Construction Documents Phase. 	F1

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.6	Coordination of Consultants - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural services and with the services of all other <i>Consultants</i> identified in the agreement.	F1
2.7	Coordination of Multiple Constructors - Coordinate <i>Work</i> of two sequential <i>Constructors</i> , including contract administration for two <i>Construction Contracts</i> (<i>one Demolition, one Construction</i>).	F1
2.8	Coordination of City's Own Forces - Coordinate <i>Work</i> of City's own forces with that of the <i>Constructor</i> .	N/A
2.9	Coordination of City's Furniture, Fixtures and Equipment (FF&E) – Coordinate the delivery, receipt, and installation of <i>City's</i> FF&E with the <i>Constructor</i> .	F1
2.10	Computer-Aided Design and Drafting (CADD) – Utilize and coordinate the <i>City's</i> CADD standards.	N/A
2.11	Building Information Modelling (BIM) – Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	N/A
2.12	BIM Model Manager – Function as the model manager in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	N/A
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	Review of Regulatory Requirements - Review applicable statutes, regulations, codes and by-laws, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	F1
3.2	Zoning or Land Use Amendment - Assist <i>City</i> in preparation of documents for, application for, and attendance at public hearings for, amendments to land use or zoning by-laws.	N/A
3.3	Variances - Assist <i>City</i> in preparation of documents for, application for, and attendance at, public hearings for variances.	N/A
3.4	Site Development Review - Assist <i>City</i> in preparation of documents for, application for, and attendance at, public hearings and other meetings for site development review.	N/A
3.5	Development Approval or Agreement - Assist <i>City</i> in preparation of documents for and attendance at meetings for a development approval or agreement.	N/A
3.6	Public Hearings – Assist <i>City</i> in preparation of documents for, and attendance at, public hearings.	N/A
3.7	Building Permit Application - Prepare documents for building permit application for <i>City</i> or owner's signature and assist with submission of the application.	F1
4	PRE-DESIGN PHASE SERVICES	
4.1	Analyses of City Needs - Review <i>City's</i> stated objectives for the <i>Project</i> and advise.	F1
4.2	Program Confirmation - Review and advise on <i>City's</i> program of requirements and other <i>City</i> provided information.	F1

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SCHEDULE A - BASIC AND ADDITIONAL SERVICES**

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.3	Initial Evaluation - Prepare and review with <i>City</i> an initial evaluation of <i>City's</i> program of requirements, schedule, <i>Construction Budget</i> , <i>Project</i> site, proposed <i>Project</i> delivery and procurement methods, and other initial <i>City</i> provided information.	F1
4.4	Owner's Statement of Requirements - Set out fundamental objectives of the <i>Project</i> , including interrelation of space allocations, areas required for the spaces, specific materials and assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations.	F1
4.5	Functional Programming - Analyse <i>City's</i> needs and prepare functional program.	N/A
4.6	Furnishings, Fixtures and Equipment (FF&E) Inventory - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	F1
4.7	Financial Feasibility Study - Analyze the reasonable probability of the <i>City's</i> objectives for the <i>Project</i> being reached within the <i>Construction Budget</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> .	C
4.8	Technical Investigation - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	F1
1.9	Building Condition Assessment - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	N/A
4.10	Construction Cost Estimate - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate</i> . Advise <i>City</i> accordingly.	C
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>City's Project</i> .	F1
4.12	Comparative Studies of Prospective Sites - Review a number of potential <i>Project</i> sites and assess the suitability of each to accommodate <i>City's Project</i> .	N/A
4.13	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site.	F1
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	N/A
4.15	Verifying Accuracy of Drawings Furnished by City - Review drawings, visit <i>Project</i> site and take measurements to satisfy that drawings are reasonably accurate in their representation of the existing premises.	F1
4.16	Drawing Conversion - Convert drawings provided by <i>City</i> to an another appropriate format.	F1
4.17	Photographs - Prepare a photographic record of existing conditions.	F1
4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	N/A
4.19	Assist City Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	N/A
4.20	Engage Geotechnical Consultant - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	N/A
4.21	Assist City Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	N/A
4.22	Engage Toxic or Hazardous Substances Consultant –	C

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.23	Assist City Regarding Toxic or Hazardous Substances Information Required – Coordinate with toxic or hazardous substances <i>Consultant</i> and other <i>Consultants</i> as to identification of information required.	F1
4.24	Marketing - Prepare promotional presentations or special marketing materials.	N/A
4.25	Basic Climate Analysis: Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	N/A
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	Design Approaches - Discuss with <i>City</i> alternative design approaches at outset of the schematic design concepts.	F1
5.2	Schematic Design Concept(s) - Based on the <i>Project's</i> requirements agreed upon with the <i>City</i> , the <i>Architect</i> shall prepare for the <i>City's</i> approval a concept design, or designs, illustrating the scale and relationship of the <i>Project</i> components. Prepare Class 'D' <i>Construction Cost Estimates</i> as appropriate for each concept design.	F1
5.3	<p>Schematic Design Documents - Based on the <i>City</i> approved schematic design concept and Class 'D' <i>Construction Cost Estimate</i>, prepare for the <i>City's</i> review and approval schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other and including, as appropriate:</p> <ol style="list-style-type: none"> 1. site plan, 2. principal floor plans(s), 3. schematic sections and elevations, 4. massing representation, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare a schematic design report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. <i>Project</i> schedule, and 7. Class 'C' <i>Construction Cost Estimate</i>. 	F1
5.4	Marketing Documents - Provide or arrange for provision of promotional materials.	N/A
5.5	Architectural Models - Provide or arrange for provision of scale models.	N/A
5.6	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	N/A
5.7	Digital Modelling - Provide or arrange for provision of 3D digital modelling.	N/A
5.8	Submit Schematic Design - Submit the schematic design documents to the <i>City</i> and obtain the <i>City's</i> approval prior to proceeding to the Design Development Phase.	F1

**ARCHITECT AGREEMENT
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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	<p>Design Development Documents - Based on the <i>City</i> approved schematic design documents and agreed <i>Construction Cost Estimate</i>, and any <i>City's</i> authorization of adjustments in the <i>Project</i> requirements and the <i>Construction Budget</i>, prepare for the <i>City's</i> review and approval, design development documents, drawings and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements, and including:</p> <ol style="list-style-type: none"> 1. site plan, 2. floor plans, 3. elevations, 4. building sections, and 5. other illustrative sketches or renderings to convey the intent of the design. <p>Prepare an updated design development report incorporating, as appropriate:</p> <ol style="list-style-type: none"> 1. design approach or philosophy, 2. site data, 3. updated design area(s) comparison to functional program, 4. design compliance with regulatory requirements, 5. architectural, structural, mechanical and electrical building systems descriptions, 6. outline specifications, 7. materials, finishes and preliminary colour schemes, 8. project schedule, and 9. Class 'B' <i>Construction Cost Estimate</i>. 	F1
6.2	Update Project Schedule - Update and submit to the <i>City</i> for approval a Project Schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
6.2	Submit Design Development - Submit the design development documents to the <i>City</i> , advise the <i>City</i> of any adjustments to the <i>Construction Cost Estimate</i> and obtain the <i>City's</i> approval prior to proceeding to the Construction Documents Phase.	F1
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	Drawings and Specifications - Based on the <i>City</i> approved design development documents and agreed updated <i>Construction Budget</i> , prepare for <i>City's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the <i>Work</i> .	F1
7.2	<p>Update Construction Cost Estimate - Advise the <i>City</i> of any adjustments to the <i>Construction Cost Estimate</i>, including adjustments indicated by changes in requirements and general market conditions. Provide:</p> <ol style="list-style-type: none"> 1. an updated Class "B" <i>Construction Cost Estimate</i> when the <i>Construction Documents</i> are []% completed, and 2. a Class "A" <i>Construction Cost Estimate</i> when they are fully completed 	C
7.3	Update Project Schedule - Update and submit to the <i>City</i> a <i>Project</i> schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
7.4	Prepare Bidding Requirements and Construction Contract Conditions - Obtain instructions from and advise <i>City</i> on the preparation of the necessary bidding requirements, bid forms, and form of <i>Construction Contract(s)</i> .	F1

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.5	Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids.	F1
7.6	Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids.	F1
7.7	Bidding Requirements for Multiple Bid Packages - Prepare two bid packages as required for sequential bidding of trade contracts and two Construction Contracts.	F1
7.8	Submit Construction Documents - Submit <i>Construction Documents</i> to <i>City</i> for formal review at 50%, 75% and 100% completion. Submit final <i>Construction Documents</i> to <i>City</i> and obtain <i>City's</i> approval to proceed to the Bidding/Negotiation Phase.	F1
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist City with Pre-qualification of Bidders - Prepare request for qualifications, receive responses from interested parties, evaluate responses, and report results to <i>City</i> for decision. Represent the consultant on the Contractor Evaluation Committee.	C/F1
8.2	Assist City in Calling for Bids – Arrange and manage the process for public or invitational call for bids and distribution of bid documents.	C
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	C
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	F1
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	F1
8.6	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, review bids for compliance, and report to <i>City</i> .	C
8.7	Bidding/Negotiation - Assist the <i>City</i> with <i>Construction Contract</i> negotiations.	F1
8.8	Bonds and Insurance - Receive bonds and insurance documents for <i>City's</i> review and acceptance.	C
8.9	Assemble Construction Contract - Assemble <i>Construction Contract</i> for legal review and signature by the contracting parties.	C
9	CONSTRUCTION PHASE SERVICES	
9.1	Project Protocols - Meet with <i>City</i> , <i>Constructor</i> and <i>Consultants</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F1
9.2	Architect Chaired Site Meetings - Organize and direct site meetings with <i>Constructor</i> , major sub-contractors, <i>City</i> and <i>Consultants</i> to review the progress of the <i>Work</i> , address emerging concerns and coordinate efforts. Prepare and issue meeting minutes.	N/A by contractor
9.2	Constructor Chaired Site Meetings - Attend all site meetings chaired by the <i>Constructor</i> . Review and comment on meeting minutes prepared by the <i>Constructor</i> .	F1

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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.20	Record Drawings - Prepare record drawings showing changes to the <i>Work</i> made during construction based on as-built drawings (marked up prints) and other data submitted by the <i>Constructor</i> .	F1
9.21	Close-out Submittals - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals required by the <i>Construction Contract</i> .	F1
9.22	Systems Demonstrations - At the completion of construction coordinate with the <i>Constructor</i> , and if appropriate, <i>Consultants</i> to conduct systems demonstrations for the <i>City's</i> operations personnel.	F1
9.23	Lien Legislation Certification – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	F1
9.24	Ready for Take-Over Certification – Issue certification as and when required by the <i>Construction Contract</i> .	F1
10	POST CONSTRUCTION PHASE SERVICES	
10.1	Warranty Review - Prior to the end of the warranty period, undertake a review for defects or deficiencies and notify the <i>Constructor</i> in writing of items requiring attention by the <i>Constructor</i> .	F1
10.2	Post Construction Services related to Enhanced Commissioning and Monitoring of Energy Use and Environmental Conditions for 2 years following Substantial Completion.	F1

2) ADDITIONAL SERVICES

The following are, each to the extent they are not required as Basic Services, Additional Services, and they shall be provided to the City by the Architect if the City requests them in writing:

- a) Providing more exhaustive or continuous on site review or representation than is required as a Basic Service.
- b) Providing analyses of the City's needs and programming requirements of the Project.
- c) Providing financial feasibility, Project Budget or other special costing studies.
- d) Providing site evaluations, planning surveys, or comparative studies of prospective sites.
- e) Providing special surveys, environmental studies and submissions and other related services required for approval by authorities having jurisdiction over the Project.
- f) Providing services relating to future facilities, systems and equipment.
- g) Providing services to investigate existing conditions or facilities such as preparing measured drawings or verifying the accuracy of drawings or other information furnished by the City.
- h) Providing detailed estimates of Construction Cost, detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.
- i) Providing graphic design, signage and other similar services.

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- j) Providing tenant layout and design services.
- k) Preparing models or architectural renderings specifically commissioned by the City.
- l) Preparing documents for alternative, separate or sequential bids or providing extra services in connection with bidding, negotiations, or construction prior to the completion of the construction documents phase.
- m) Coordinating construction work performed by separate construction contractors or by the City's own forces and coordinating the services required in connection with construction performed and equipment supplied by the City.
- n) Providing services after expiry of the period of three years following the date of Substantial Performance of the Construction Work.
- o) Revising or providing additional drawings, specifications or other documents which are:
 - i) caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
 - ii) caused by an interpretation by the authorities having jurisdiction which differs from the Architect's interpretation of statutes, regulations, codes or by-laws, which difference the Architect could not have reasonably anticipated; or
 - iii) due to changes required as a result of the City's failure to render decisions in a timely manner.
- p) Providing services in connection with evaluating substitutions proposed by the Construction Contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them.
- q) Making investigations, inventories of materials and equipment, valuations and detailed appraisals of existing facilities.
- r) Providing services made necessary by the material default of the Construction Contractor, by major defects or deficiencies in the Construction Work of the Construction Contractor, or by a material failure of performance by either the City or Construction Contractor under the Construction Contract.
- s) Providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work.
- t) Providing services in evaluating an extensive or unreasonable number of claims submitted by the Construction Contractor or others in connection with the Construction Work.
- u) Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- v) Attending, presenting or speaking as the City's representative at any public hearing, mediation, arbitration proceedings, or legal proceedings except as required as a Basic Service.
- w) Providing for services of consultants other than the Architect's Consultants.
- x) Translating documents into a language other than English.

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- y) Providing or arranging for any services not otherwise provided for in this Agreement, or which the Agreement states are to be treated as Additional Services.

SCHEDULE B - FEES FOR BASIC AND ADDITIONAL SERVICES

1) BASIC SERVICES

The following are the professional fees the City shall pay to the Architect for the Basic Services performed by the Architect and by the Architect's Consultants:

1.1 Total Construction Budget

1	Demolition and Construction for New Archives on 7th and part of 1st Floor Central Library	\$ 13,000,000
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1.2 Prime Consultant Architectural Services

	FEE BASIS		FEE %	Schematic Design	Design Development	Construction Documents	Tenders	Construction Administration	Post Construction
	Applicable Budget:	\$ 13,000,000		12.50%	12.50%	45.00%	2.00%	28%	incl in CA
1	Architect	\$		\$	\$	\$	\$	\$	\$
TOTAL PRIME CONSULTANT ARCHITECTURAL FEES:		\$		\$	\$	\$	\$	\$	incl in CA

1.3 Basic Sub-Consulting Services

	FEE BASIS		FEE %	Schematic Design	Design Development	Construction Documents	Tenders	Construction Administration	Post Construction
	Applicable Budget:	\$ 13,000,000		12.50%	12.50%	45.00%	2.00%	28%	incl in CA
1	Structural Engineer	\$		\$	\$	\$	\$	\$	\$
2	Mechanical Engineer	\$		\$	\$	\$	\$	\$	\$
3	Electrical Engineer	\$		\$	\$	\$	\$	\$	\$
TOTAL BASIC SUB-CONSULTING CONSULTING FEES:		\$		\$	\$	\$	\$	\$	incl in CA

1.4 Additional Sub-Consulting Services

	SERVICE		FEE %	Schematic Design	Design Development	Construction Documents	Tenders	Construction Administration	Post Construction
	Applicable Budget:	\$ 13,000,000		12.50%	12.50%	45.00%	2.00%	28%	incl in CA
1	LEED / Energy Modelling	\$		\$	\$	\$	\$	\$	\$
2	Code Compliance / Certified Professional Services	\$		\$	\$	\$	\$	\$	\$
3	Acoustic Consultant	\$		\$	\$	\$	\$	\$	\$
4	Other (specify)	\$		\$	\$	\$	\$	\$	\$
TOTAL ADDITIONAL SUB-CONSULTING CONSULTING FEES:		\$		\$	\$	\$	\$	\$	incl in CA

1.5 Estimated Disbursements

	SERVICE		FEE %	Schematic Design	Design Development	Construction Documents	Tenders	Construction Administration	Post Construction
	Applicable Budget (total fees from 1.2, 1.3, 1.4 above):	\$		12.50%	12.50%	45.00%	2.00%	28%	incl in CA
	Applicable Total Percentage		5.00%						
1	Printing	\$		\$	\$	\$	\$	\$	\$
2	Courier	\$		\$	\$	\$	\$	\$	\$
3	Special Presentations	\$		\$	\$	\$	\$	\$	\$
4	Miscellaneous	\$		\$	\$	\$	\$	\$	\$
TOTAL DISBURSEMENTS:		\$	5.00%	\$	\$	\$	\$	\$	incl in CA

2) ADDITIONAL SERVICES

The City and the Architect shall discuss and seek to agree on the fees for Additional Services, which shall be fixed fees, per-service, and shall be recorded in writing; provided that if the City and the Architect do not agree the fees for a particular Additional Service, the following are the fees the City shall pay for the Additional Service:

- a) Fees for authorized Additional Services not included in Basic Services, excluding those provided by the Architect's Consultants, shall be calculated on a time-worked basis at the hourly rates set out on page <redacted> of the Architect's Proposal in Appendix 2.
- b) Fees for authorized Additional Services provided by the Architect's Consultants shall be invoiced to the Architect by the Architect's Consultants according to the hourly rates agreed to in advance in writing by the City and the Architect, and then shall be re-invoiced by the Architect to the City. However, in no event shall these rates exceed the hourly rates set out in the Architect's Proposal.

SCHEDULE C - CONSTRUCTION BUDGET AND PROJECT SCHEDULE

C1 The preliminary Construction Budget is \$13,000,000.00, comprised of the following:

<u>< redacted ></u>	\$ <u>< redacted ></u>
<u>< redacted ></u>	\$ <u>< redacted ></u>
<u>< redacted ></u>	\$ <u>< redacted ></u>
<u>< redacted ></u>	\$ <u>< redacted ></u>
<u>< redacted ></u>	\$ <u>< redacted ></u>
Total:	\$ <u>< redacted ></u>

C2 The Project Schedule, up until the issuance of an occupancy permit, is as follows, with the work to be started on the date of this Agreement and the occupancy permit to be issued by < redacted >:

Phase:	Duration:
Pre-Design Phase	<u>< redacted ></u>
Schematic Design Phase	<u>< redacted ></u>
Design Development Phase	<u>< redacted ></u>
Construction Documents Phase	<u>< redacted ></u>
Bidding or Negotiation Phase	<u>< redacted ></u>
Construction Contract Administration Phase	<u>< redacted ></u>

The expected time for completion of post-construction services is 1 year. This time forms part of the Project Schedule.

SCHEDULE D - REPORTS AND CITY-PROVIDED ITEMS

- 1) The City shall provide the following documents for the Architect's information only, and not for reliance:
 - a) <[REDACTED]>; and
 - b) <[REDACTED]>.
- 2) The City shall provide the following additional documents, which may be relied upon by the Architect for accuracy, but not for completeness. The Architect is solely responsible for any inferences drawn from the specific information in these documents:
 - a) <[REDACTED] subsurface investigation reports, including the following information or the results of the following tests: test borings, test pits, soil bearing values, percolation tests, a list of and evaluations of toxic or hazardous substances or materials present at the Project Site, ground corrosion and resistivity tests, necessary operations for anticipating subsoil conditions, and appropriate professional recommendations>; and
 - b) <[REDACTED]>.
- 3) The City shall provide the following additional documents, which may be relied upon by the Architect for accuracy and completeness (completeness meaning that they do not, together, omit to state any material information that would reasonably be deemed to be necessary to completely describe the matters within the intended scope of such documents):
 - a) <[REDACTED] a survey or surveys describing the physical characteristics and legal limitations for the Project Site, and a written legal description of the site and adjoining properties, as necessary, showing the following, as applicable: grades and lines of streets, alleys, pavements and adjoining properties and structures; adjacent drainage, rights-of-way; restrictions; easements; encroachments; zoning; deed restrictions; the boundaries and contours of the site; locations and dimensions of existing buildings and other improvements and trees>;
 - b) <[REDACTED] information available to the City concerning utility services, both public and private, above and below grade, including inverts and depths>;
 - c) <[REDACTED] air and water pollution tests, tests for toxic or hazardous substances or materials, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as the City determines are required by the Architect, the Architect's Consultants, the authorities having jurisdiction or the Construction Contract Documents>; and
 - d) <[REDACTED]>.
- 4) The City shall provide the following additional items:
 - a) <[REDACTED] Cost Consultant Services for the Project>; and
 - b) <[REDACTED] Enhanced commissioning services for the Project.>

ARCHITECT AGREEMENT

SCHEDULE E - ARCHITECT'S KEY EMPLOYEES AND ARCHITECT'S CONSULTANTS

**SCHEDULE E -
KEY EMPLOYEES AND ARCHITECT'S CONSULTANTS**

Key Employees

The following are the key employees of the Architect and of Architect's Consultants, who shall be primarily responsible for performing the Services:

-
-
-

Architect's Consultants

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

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

APPENDIX 1 - REQUEST FOR PROPOSALS

RFP to be attached, together with all amendments, addenda and Q&As.

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

Final Architect's Proposal to be attached, together with Architect's Consultants' proposals, if applicable.

APPENDIX 3 - WORKSAFEBC REGISTRATION CONFIRMATION

To be attached.

APPENDIX 4 - CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

For purposes of this RFP, please use attached blank certificate.

Completed insurance certificate will be attached to the final contract.



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

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

4. POLICY PROVISIONS:

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

APPENDIX 5 - CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE

For purposes of this RFP, please use attached blank certificate.

Completed insurance certificate will be attached to the final contract.

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

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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)	INSURED VALUES: (Replacement Cost)
INSURER: _____	Building and Tenants' Improvements: \$ _____
TYPE OF COVERAGE: _____	Contents and Equipment: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

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

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

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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