REQUEST FOR PROPOSALS

CONTRACTOR SERVICES –

BIORETENTION REHABILITATION WORK 2021

RFP No. PS20210016

Issue Date: March 19, 2021

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

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SUMMARY

The RFP concerns the City of Vancouver's interest in procuring bioretention rehabilitation services at the locations found in the following:

Number	Description	Location
Practice 1& 2	Rain gardens East and West sides of Tupper Greenway at Sir Charles Tupper School	E 23rd @ St. George St E 23rd @ Carolina St.
Practice 3&4	Bioretention Bulge	Windsor St. @ E. 23rd Ave (NE Side) Windsor St. @ E. 22nd Ave (SE Side)
Practice 5&6	Bioretention Bulge	Tisdall St @ W 48th Ave (NW Corner) Tisdall St @ W 48th Ave (NE Corner)
Practice 7,8,9	Bioretention Bulge	Ontario St @ E 43rd Ave (NE corner) Ontario St @ E 42nd Ave (E corner) Ontario St @ W 42nd Ave (SW corner)
Practice 10	Bioswale	Ontario Street @ W 4nd (in Front of School)
Practice 11	Bioretention Bulge	Manitoba St. @ W. 16th Ave
Practice 12&13	Bioretention Bulge	East Hastings St. @ Penticton St. (W Side) East Hastings St. @ Penticton St. (E Side)
Practice 14&15	Bioretention Bulge	West 59th Ave @ Ross Street West 57th Ave @ Ross Street

Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("**RFP**"): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.

1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "**Agreement**"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.

1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C - Form of Proposal.

1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.6 The RFP consists of four parts, plus appendices:

(a) PART A – INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b) PART B – SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c) PART C – FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

(d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "**Form of Agreement**"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm on April 8, 2021
Closing Time	3:00pm on April 15, 2021

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:

Jason Lo, Contracting Specialist
jason.lo@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

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:
  - 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.

- 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 Proponent and use subcontractors as required.

4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a 2-year period, with three (3) possible 1-year extensions, for a maximum total term of five (5) 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.

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 not only financial terms, but also (i) Proponents' skills, knowledge, and approach to meet project requirements (ii) previous experience(s), including experience(s) with projects of similar size and scope, project management, design and contract administration experience, BC experience and with the City (if any); (iii) Proponent's team structure and work allocation by member (iv) member's experience in related roles, and (v) value added, as defined in Part B. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	55%
Financial	40%
Sustainability (Environmental and/or Social)	5%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

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

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

9.0 CITY POLICIES

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

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all Proponents 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 – Intentionally Deleted

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 Proponents to protect all personal information acquired from the City in the course of providing any service to the City.

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

12.0 LEGAL TERMS AND CONDITIONS

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

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

APPENDIX 1 TO PART A

CITY OF VANCOUVER

FINANCE RISK AND BUSINESS PLANNING

Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20210016, CONTRACTOR SERVICES – BIORETENTION REHABILITATION WORK 2021

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:

Jason Lo
City of Vancouver
Email: jason.lo@vancouver.ca

Proponent's Name: _____

Address: _____

_____

Key Contact Person: _____

Telephone: _____

E-mail: _____

Our company WILL □ / WILL NOT □ attend the information meeting for Request for Proposals No. PS20210016, Contractor Services - Bioretention Rehabilitation Work 2021.

_____

Signature

_____

Name of Signatory

_____

E-mail Address

_____

Date

PART B – CITY REQUIREMENTS

1.0 CITY REQUIREMENTS

1.1 The City has the following Requirements:

(a) The scope of work attached as Schedule A;

(b) The drawings as Schedule B; and

(c) Detailed requirements as Schedule C;

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

SCHEDULE A

2.0 SCOPE OF WORK

2.1 Background

Green Rainwater Infrastructure (GRI) is a suite of rainwater management tools that use both engineered and nature based solutions to protect, restore and mimic the natural water cycle.

GRI is an important component of the City's sewer and drainage network and ensuring these systems are functioning is critical to the health, safety and well-being of the community. Proper grading and infiltration helps ensure these systems meet their infrastructure service objectives to:

- Improve water quality
- Increase flood resilience
- Reduce quantity of water entering the pipe system

Beyond rainwater management, GRI assets provide numerous co-benefits to the community such as urban cooling, increased tree canopy, and enhanced biodiversity, all of which contribute to a variety of city strategies, goals and targets.

Bioretention is one of the most common types of GRI in the City of Vancouver. Since 2007, the city has built 152 bioretention bulges, gardens and bioswales across the city. In 2018, the City of Vancouver established a Green Infrastructure Implementation Branch, which has further increased the number of bioretention landscapes in the City. No formal maintenance program has been in place to care for these assets.

In 2017, a comprehensive field evaluation found that over half of the City's bioretention practices were underperforming due to a lack of regular maintenance and outdated design standards. An asset renewal program, starting in 2021 aims to rehabilitate approximately 10-15 of these underperforming bioretention assets each year. The rehabilitation program will update the grading to improve rainwater management performance, reduce maintenance needs, beautify our neighborhoods, and ultimately improve water quality in our surrounding aquatic ecosystems.

Work to be performed in 2021 will include minor hardscaping, ground preparation, excavation of existing soils to 300mm, installation of bioretention soil, installation of new planting, and 2 years (with an option to renew for a three (3) 1-year options) of landscape establishment maintenance for 15 assets located throughout the City of Vancouver.

2.2 General Requirements

The City is seeking qualified landscape construction and maintenance Proponent to provide hardscaping, earthworks, planting, and establishment services for the Bioretention Rehabilitation Project. Proponents are invited to submit a proposal for:

1. the supply, delivery and installation of cast in place pre-treatment pads at the inlet of the bioretention bulges;

2. the supply, delivery and installation of minor earthworks including excavation and removal of existing vegetation and soil;
3. the supply, delivery and installation of plant material and soils;
4. the supply, delivery and installation of mulch throughout the planted areas;
5. a two year establishment and guarantee period including watering truck visits and plant warranty, with the option to renew for a third year.

2.3 Work Tasks

The work generally includes but is not limited to:

Erosion and Sediment Control and Tree Protection

The work is centered around open active catch basins. Provide a plan to protect all catch basins for the duration of the works. The catch basins must be protected and adequately cleaned upon removal of sediment control device.

Tree protection includes temporary fencing around the trees in proximity to the bioretention facilities. Protection will be 3m back from the tree trunk on the opposite side of the bioretention facility. Care must be taken when working within the root zone of the tree. An arborist will inspect the tree protection. Tree locations are specified in the drawing set.

Traffic Management

The Proponent shall ensure that all approvals required for the proposed works, at the expense of the Proponent, have been obtained from all authorities and agencies prior to commencing work.

Provide all traffic control necessary to facilitate the excavation, planting works, establishment tasks and watering in a safe manner, adhering to the standard procedures and practices prescribed by the Ministry of Transportation and Highways and all City Policies regarding traffic control. Follow City of Vancouver Traffic Management here: https://vancouver.ca/streets-transportation/traffic-management-for-construction-and-special-events.aspx

A Traffic Management Plan shall be submitted by the Proponent prior to the pre-construction meeting.

Existing traffic signage shall be removed, stored onsite, covered and protected for the duration of the works. Temporary hazard markers shall be erected for the duration of the works.

Upon completion of the earthwork and soil installation, existing signage shall be re-installed in the original location. Sign footing must conform to the detail in the City of Vancouver Standard Detail Drawings – Traffic Sign Sleeve C19.2.

Utilities

The Proponent shall be responsible for any damage to the public and private utilities and sub-surface Green Infrastructure assets (Refer to Utilities shown in the Drawing set reference only).

The bioretention facilities are located near water main lines and as such, no heavy equipment is permitted on the assets. The excavation works must be completed by hand or another proposed manner that will ensure the protection of the underground water mains.

Utility locates shall be completed prior to the commencement of the works.

Site Clearing and Earthworks

Remove existing soils and plant material to a maximum depth of 300mm below grade, as per the location specific design grades within the Drawing Set. The Proponent is responsible for the disposal of all soil, debris and vegetation. Re-grade the remaining soils as per the design specifications. Inspection must occur to confirm grading prior to backfilling.

Installation of Biofiltration Soil

Bioretention soil must conform to the Specifications *within GI 32 91S – Bioretention Soil and Finish Grading.* Data is to be submitted for review prior to delivery. Approximately 300mm of bioretention soil shall be installed and graded in accordance to the specifications in the Drawing Set.

Pre-Treatment Pad

Refer to the Pre-Treatment Pad detail located in the Drawing Set. The orientation of the inlets is not uniform and therefore the Pre-Treatment Pads must be field fit within the individual locations.

A mock-up of the first pre-treatment pad must be inspected and approved prior to the installation of the subsequent pre-treatment pads. Concrete pour must align with the specifications in the *City of Vancouver Section 03 40 01 Construction Specifications Supplementary Specifications 2019, Section 03 30 53 Cast-in-Place Concrete*.

The rehabilitation of the assets will not affect the integrity of the existing concrete curbs and the inlet covers. Broken concrete repair shall be the responsibility of the Proponent.

Planting

Supply, delivery and installation of specified plant material and composted mulch. All plant material to conform to CSLA/BCSLA standards. Plant inspection must be coordinated and occur prior to the delivery of materials.

Any substitutions must be coordinated with City representative and approved prior to delivery.

Mulching

80mm of composted mulch shall be installed around all final planting. Compost mulch shall conform with the specification *GI 32 93 10S - Planting of Trees, Shrubs and Ground Covers.*

Sample of mulch shall be submitted prior to the delivery.

Establishment tasks

Establishment tasks shall continue for a period of 24 months from the date of Acceptance of Planting.

The City reserves the right to extend the maintenance of the site by three (3), 1-year extensions to the contract.

The Proponent is expected to provide a smart phone or tablet compatible with the Fulcrum application in order to submit maintenance checklist and photos for verification of workmanship with the City. The checklist is expected to be completed at each site visit. Fulcrum is a digital data collection application used for inspections, further details can be found at: https://web.fulcrumapp.com/users/sign_up/

The City will provide access to Fulcrum and the checklist to complete. The Proponent will not be required to purchase their own account.

The Proponent shall provide a maintenance schedule. This schedule should clearly indicate the site locations to be visited to ensure plant health.

Table 2.1: Establishment Maintenance Expectations

General Maintenance Task	**Expectations**
Clearing of sediment pads	Clean sediment out of pre-treatment pads and remove. s. Required quarterly or as needed.
Litter & Debris Control	On each visit, the Proponent shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris within the bioretention sites. All material is to be disposed of off-site in an acceptable manner. Required quarterly or as needed.
Weed Control	On each visit the Proponent is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides and/or herbicides is not permitted. All planted areas must be weed free after each visit.
Invasive Species	Remove and dispose of invasive species in accordance with applicable regulations and practices.
Bed Surfaces	All bed surfaces are to be raked at each service to maintain a fresh appearance and remove foreign materials.
Pruning	Pruning must be in accordance with established horticultural practice and in relation to the intended function of the planting. Direct, on-site supervision by a certified horticultural technician is required for all pruning. ▪ Any plant material that extends beyond the GI area edge is to be removed on each service visit. ▪ Plant material must be pruned to keep clear of any roadways, service boxes, fire hydrants and signage at all times.

	▪ Herbaceous perennials and bulbs shall have dead leaves and spent flower heads removed at ground level in the Spring. All plant material must be pruned with final height chosen based on plant health and best trade practice, unless otherwise specified on site maps. The City reserves the right to specify pruning height per individual site without penalty.
Spring Maintenance	Cut back herbaceous vegetation from previous growing season Cut back or remove dead or dormant vegetation
Plant Replacement	Inspect plant health and provide feedback on plant replacement needs. Notify the City in the event of plant mortality to ensure timely replacement.
Watering Services	Watering should be conducted at the frequency required to ensure plant establishment. A minimum of 6 visits shall be included with the establishment tasks. Watering schedule should be conducted supplemental to rainfall and the schedule shall be adjusted accordingly. Watering frequency is subject to adjustment by discretion of City's Project Manager. Watering beyond 6 visits will be at the City's or Proponent's request with City approval. Additional visits will be calculated as a provisional item.

Coordination of Works

The date from which the sites will become available is July 2021.

It is expected that the duration of the site preparation, excavation, initial planting and mulching works will not be greater than 3 months. As many of the sites are adjacent to schools, it is preferred for the work to be conducted during summer holidays to avoid delays due to school schedule.

The planting is preferred to be installed close to fall in anticipation of rain events to aid with the establishment. Timing and coordination can be negotiated.

The Proponent shall provide a proposed schedule of work within the RFP.

Table 2.2: List of Inspections and Hold Points

2.21	Pre-Construction Kick Off meeting at a bioretention facility prior to work start.
2.21	Pre-Works - Tree Protection Fencing, Erosion and Sediment Control Onsite - Prior to excavation ensure that ESC and Tree protection Inspection complete

2.22	Excavation and regrade at 300mm depth. - Inspection required to ensure proper depth and grading must be completed as per design grades prior to back filling with imported soils. Scarification should be completed to avoid compaction.
2.23	Imported Soil Grading - Inspection of soil on site / at arrival and before installation to ensure soil matches approved submittals. Grading as per design specifications must be inspected prior to installation of planting
2.24	Street and Hazard Sign installation Inspection upon replacement: *Must be planned between the hours of 7am-2pm and 48 hours notice given. Completed prior to demobilization.*
2.25	Plant material inspection at nursery prior to delivery onsite
2.26	Plant layout coordination with the City
2.27	Final acceptance of planting and mulching to move to establishment phase
2.28	Annual establishment review

Table 2.3: List of Deliverables

2.31	Erosion and Sediment Control Plan- Plan for catch basin protection submitted prior to work start.
2.32	Pre-treatment Pad Mock-Up - The first Pre-treatment pad must be installed and inspected prior to approval and subsequent pads installed. Subsequent pre-treatment pads may be rejected if deviate from mock up.
2.33	Concrete Testing Data as per City of Vancouver Specification for Cast in Place Concrete
2.34	Biofiltration Soil data prior to installation + Physical Sample
2.35	Packing Slips/Scale Tickets of Biofiltration Soil installed
2.36	Mulch Data Sheet + Physical Sample submitted prior to installation
2.37	Fulcrum submittals for Establishment

2.4 Specifications

City of Vancouver Section 03 40 01 Construction Specifications Supplementary Specifications 2019, Section 03 30 53 Cast-in-Place Concrete

City of Vancouver Standard Detail Drawings.C19.2 Traffic Sign Post Sleeve.

GI 31 11 01 – Clearing and Grubbing

GI 31 11 41 - Shrub and Tree Preservation

GI 31 22 01 - Site Grading

GI 32 91 21 – Top Soil and Finish Grading

GI 32 93 10 – Planting of Trees, Shrubs and Ground Covers

1.0 GENERAL

.1 Section 31 11 01 refers to those portions of the work that are unique to clearing and grubbing. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

1.1 Related Work

.1	Shrub and Tree Preservation	Section 31 11 41
.2	Site Grading	Section 31 22 01
.3	Topsoil and Finish Grading	Section 31 91 21
.4	Planting of Trees, Shrubs and Ground Covers	Section 32 93 01

1.2 Definitions

.1 Clearing consists of cutting off shrubs, brush and heavy vegetative growth to not more than a specified height above ground and disposing of felled trees, brush, vegetative growth, including all underbrush, deadwood and surface debris.

.2 Close-cut clearing consists of cutting off standing shrubs, brush, scrub, roots, stumps, and embedded logs, removing flush with existing grade and disposing of fallen timber and surface debris.

.3 Grubbing consists of excavation and disposal of stumps and roots to not less than a specified depth below existing ground surface.

1.3 Protection of Existing Features

.1 Prevent damage to all adjacent natural growth, landscaping, buildings, structures and underground utilities. Make good of all damage to satisfaction of Contract Administrator.

1.4 Measurement and Payment

.1 Payment for all clearing and grubbing items includes removal and disposal of all branches, stumps, timbers, and vegetation remains.

.2 Payment for all clearing and grubbing items will be lump sum based on the areas to be cleared and grubbed as shown on Contract Drawings or as directed by the Contract Administrator.

1.5 Inspection and Testing

.1 Refer to General Conditions, Clause 4.12, Inspections.

2.0 PRODUCTS

NOT USED

3.0 EXECUTION

.1 Prior to cleaning, verify limits of clearing with Contract Administrator, and determine any restrictions regarding preservation of existing trees, shrubs, natural features or improvements within or adjacent to specified limits of clearing.

3.1 Clearing

.1 Clear all existing shrubs, uprooted stumps and surface debris not designated to remain.

.2 Cut off shrubs, brush, and scrub at a height of not more than 300 mm above ground. In areas to be subsequently grubbed, ensure height of stumps left from clearing operations not more than 100 mm above existing ground.

.3 Preserve all trees, shrubs or other cultivated plants specified for replanting.

3.2 Close-Cut Clearing

.1 Cut off shrubs, stumps, and other vegetation at ground level.

3.3 Grubbing

.1 Grub out stumps and roots to not less than 200 mm below existing ground surface.

3.5 Removal and Disposal

.1 Dispose of cleared and grubbed material as work progresses and do not accumulate.

.2 Fires and burning of rubbish on site not permitted without approval of Contract Administrator. All fires to conform to Provincial and Municipal regulations.

.3 Dispose cleared and grubbed materials to approved off-site disposal area. Complete and submit required documents under Provincial Contaminated Sites Legislation before removing material.

3.6 Finished Surface

.1 Leave ground surface in condition suitable for immediate grading operations or stripping of topsoil if so specified.

END OF SECTION 31 11 01

1.0 GENERAL

.1 Section 31 11 41 refers to those portions of the work that are unique to the preservation of existing shrubs and trees. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

.2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Associated. This standard is intended to set a level of quality which is to be equalled or bettered in the construction documents for each project. Guidance of a registered British Columbia Landscape Architect is recommended.

.3 The International Society of Arboriculture publication, Guidelines for Establishing Values of Trees and other Products shall apply where plant material values are required to be established.

1.1 Related Work

.1	Clearing and Grubbing	Section 31 11 01
.2	Site Grading	Section 31 22 01
.3	Topsoil and Finish Grading	Section 31 91 21
.4	Planting of Trees, Shrubs and Ground Covers	Section 32 93 01

1.2 References

.1 Canadian Landscape Standard.

.2 Canadian System of Soil Classification.

.3 International Society of Arboriculture. Guide for Establishing Value of Trees and Other Plants, 1983.

1.3 Measurement and Payment

.1 Payment for all tree preservation and grade changes items includes all applicable work described in this Section and will cover individual trees to be attended to as shown on Contract Drawings or as directed by the Contract Administrator.

1.4 Inspection and Testing

.1 Refer to General Conditions, Clause 4.12, Inspections.

2.0 PRODUCTS

2.1 Materials

.1 Imported Topsoil: Refer to Section 32 91 21 – Topsoil and Finish Grading.

3.0 EXECUTION

3.1 Existing Trees

.1 Provide a plan for root preserving methods, as well as ISA certified arborist oversight for the execution of any excavation within the critical root zone (CRZ). Inspect with Contract Administrator and clearly identify on site all existing trees shown on Contract Drawings or designated by Contract Administrator to be preserved. Establish barricades or suitable markings around such shrubs and trees.

.2 Do not undertake construction procedures, stockpiling of materials or disposal adjacent to designated trees or areas to be preserved.

.3 Provide interim drainage or irrigation as necessary to compensate for construction interference.

.4 Water retained trees along with new vegetation thoroughly at each watering truck visit during the 2 year Establishment Maintenance contract.

3.2 Lowering Grade Around Existing Trees

.1 When working within the CRC (6 times the dbh (diameter at breast height)) of the tree, excavate by hand, hydrovac, or pneumatic excavation as approved by ISA certified arborist, and cut roots with sharp axe, tree lopper or saw.

.2 Do not permit root system to dry out at any time.

3.3 Clean Up

.1 After construction and prior to final inspection remove all fencing and flagging. Remove any dead branches or dying limbs on trees at the direction of the Contract Administrator.

.2 Replace any trees the Contract Administrator assesses as irreparably damaged as determined by an Arborist and according to the requirements of the International Society of Arboriculture Guide for Establishing Value of Trees or Other Plants, 1983.

END OF SECTION 31 11 41

1.0 GENERAL

.1 Section 31 22 01 is a "Landscaping" Section and refers to those portions of the work that are unique to preparation of subgrade, by rough grading and filling, to provide a base that will allow placing of growing medium (topsoil) to specified depths. **THIS SECTION DOES NOT APPLY TO GRADING PRIOR TO PLACEMENT OF PAVED OR CONCRETE SURFACES.** This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

.2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Associated. This standard is intended to set a level of quality which is to be equalled or bettered in the construction documents for each project. Guidance of a registered British Columbia Landscape Architect is recommended.

1.1 Related Work

.1	Clearing and Grubbing	Section 31 11 01
.2	Shrub and Tree Preservation	Section 31 11 41
.3	Topsoil and Finish Grading	Section 31 91 21
.4	Planting of Trees, Shrubs and Ground Covers	Section 32 93 01

1.2 References

.1 Canadian Landscape Standard.

.2 Canadian System of Soil Classification.

1.3 Site Conditions

.1 Examine site with Contract Administrator and obtain approval of previous work prior to commencing site grading.

.2 Comply with General Conditions, Claude 4.3, Protection of Work, Property, and the Public and General Conditions, Clause 4.5, Errors, Inconsistencies or Omissions in the Contract Documents.

1.4 Measurement and Payment

.1 Measurement for topsoil stripping will be made before and after cross sections of stripped area as determined by the Contract Administrator.

.2 Payment for rough site grading includes excavation, grading, and off-site disposal of materials.

.3 Measurement for removal and disposal of soft or unsuitable subgrade material including overlying top soil will be made by loose truck box volume as determined by the Contract Administrator. Specified backfill and compaction will be paid under 1.4.3 of this Section.

.4 Preparation including compaction where applicable of subgrade prior to placing of topsoil of fill material will only be carried out upon specific instruction of Contract Administrator.

.5 Payment for topsoil stripping including disposal will be treated as common excavation under Section 31 24 13 – Roadway Excavation, Embankment and Compaction – 1.8.5.

1.5 Inspection and Testing

.1 Refer to General Conditions, Clause 4.12, Inspections.

2.0 PRODUCTS

2.1 Materials

.1 Fill material: in case of deficit of in-place or specified materials, all additional materials necessary to bring site up to specified grade to comply with material specified in appropriate Section or shown on Contract Drawings.

.2 Obtain approval from Contract Administrator for excavated or graded material to be used as fill for grading work. Protect approved material from contamination.

.3 Fill material to be placed under areas to be landscaped, i.e., with grass, sod, groundcover, shrubs, trees, to be non-toxic to plant and animal life in part or in concentration (leachate).

3.0 EXECUTION

3.1 Stripping of Topsoil

.1 Strip all organic material to specified limits and specified depth. Do not handle topsoil while in wet or frozen condition or in any manner in which soil structure is adversely affected. Remove all debris and unusable material as specified in the Contract Documents.

.2 Provide situational controls to protect soil from entering existing catch basin drainage facilities.

3.2 Grading

.1 Rough grade to levels, profiles, and contours allowing for surface treatment as shown on Contract Drawings.

.2 Remove and dispose to approved off-site disposal area, all debris, roots, branches, stones, building material, contaminated subsoil, visible weeds and anything else that may interfere with proper growth and development of planned finished landscaping.

.3 Place fill materials to elevations and sections shown on Contract Drawings.

.4 Grade transitions and subgrade smooth and even, such that ponding cannot occur on subgrade surface.

3.3 Surplus Material

.1 Remove surplus material unsuitable for fill, grading or landscaping from site and dispose at approved disposal area.

3.5 Topsoil and Finish Grading

.1 See Section 32 91 21 – Topsoil and Finish Grading for placement and finish grading of growing medium (topsoil).

END OF SECTION 31 22 01

1.0 GENERAL

.1 Section 32 91 21 refers to those portions of the work that are unique to the supply and placement of growing medium (topsoil) and subsequent finish grading. In this Section, the term "growing medium" is used in place of the generic and commonly used term "topsoil". The term "topsoil" in this Section is used where appropriate to identify imported or on-site natural materials conforming to 2.4 of this Section. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

.2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Associated. This standard is intended to set a level of quality which is to be equalled or bettered in the construction documents for each project. Guidance of a registered British Columbia Landscape Architect is recommended.

1.1 Related Work

.1	Clearing and Grubbing	Section 31 11 01
.2	Shrub and Tree Preservation	Section 31 11 41
.3	Site Grading	Section 31 22 01
.4	Topsoil and Finish Grading	Section 31 91 21
.5	Planting of Trees, Shrubs and Ground Covers	Section 32 93 01

1.2 References

.1 Canadian Landscape Standard.

.2 Canadian System of Soil Classification.

1.3 Source Quality Control

.1 Advise Contract Administrator of sources of growing medium to be utilized 7 days in advance of starting work.

.2 Contractor is responsible for soil analysis and requirements for amendments to supply growing medium as specified.

1.4 Measurement and Payment

.1 Payment for growing medium and imported topsoil will be made separately for each type of growing medium and imported topsoil specified, and includes supply of

materials, on-site handling, placement to thickness specified, and finish grading. Payment for growing medium will be by actual area provided and payment for imported topsoil will be based on loose truck box volume.

1.5 Inspection and Testing

.1 Refer to General Conditions, Clause 4.12, Inspections.

2.0 PRODUCTS

2.1 General

.1 In this Section, a range of measureable physical and chemical properties are set out as being acceptable in a growing medium. Compliance with this Section is to be determined by testing for those properties. When imported or on-site soil is used, it is to be tested and modified as necessary by admixture of other components to bring its properties within ranges set in 2.10 of this Section for growing medium.

2.2 Applications

.1 Two different growing medium types are described in this Section for different applications

.1 Growing medium for planting areas, such as for shrub and ground cover areas and in planters. This growing medium is similar to that for low traffic lawn areas, but has a higher organic content and slightly lower pH.

.2 Engineered Biofiltration Media Level 3, for rain garden/bioretention areas. The engineered media shall consist of a blend of free-draining sand and select organic matter which is low-leaching, stable and mature.

3.0 EXECUTION

3.1 Stripping of Topsoil

.1 Strip existing topsoil in accordance with Section 31 22 01 – Site Grading.

3.2 Preparation of Subgrade

.1 Prepare subgrade in accordance with Section 31 22 01 – Site Grading.

.2 Verify that grades are correct. If descrepancies occur, notify Contract Administrator and do not commence work until instructed by Contract Administrator.

.3 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.

.4 Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials. Remove soil contaminated with calcium chloride, toxic materials

and petroleum products. Remove debris which protrudes more than 75 mm above surface. Dispose of removed material to approved off-site disposal area.

.5 Coarse cultivate entire area which is to receive growing medium to minimum depth of 150 mm immediately before placing growing medium. Cross cultivate areas where equipment used for hauling and spreading has compacted soil.

3.3 Processing Growing Medium

.1 Ensure commercial processing and mixing of growing medium components are done thoroughly by mechanized screening process. Do not mix by hand. Ensure resulting product is homogeneous mixture having required properties throughout.

3.4 Placing Growing Medium

.1 When subgrade accepted by Contract Administrator commence placing growing medium.

.2 Place growing medium over prepared subgrade and allow to settle or compact by light rolling such that it is firm against deep footprints. Do not compact growing medium more than necessary to meet this requirement.

.3 Ensure growing medium is moist (25% to 75% of field capacity) but do not wet when placed, and do not handle if frozen or so wet that its structure will be altered.

.4 Manually spread growing medium around trees, shrubs, and obstacles.

3.5 Finished Grading

.1 Fine grade growing medium after placing to specified areas to ensure positive surface drainage.

.2 Finish surface smooth, uniform, firm against deep footprinting with a fine loose surface texture.

3.6 Acceptance

.1 Contract Administrator will inspect and test growing medium in place and determine acceptance of material, depth of growing medium and finish grading. Approval of growing medium material subject to soil testing and analysis.

3.7 Clean-up

.1 Dispose of surplus materials and all construction debris off-site.

END OF SECTION 32 91 21

1.0 GENERAL

1.1 General Requirements

.1 Section 32 93 01 refers to those portions of the work that are unique to the supply and planting of trees, shrubs and ground covers. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.

.2 This section is based on the "Canadian Landscape Standard" published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association. This standard is intended to set a level of quality which is to be equalled or bettered in the construction documents for each project. Guidance of a registered British Columbia Landscape Architect is recommended.

1.2 Description

.1 Supply all products, labour, equipment and services necessary to install plant material as indicated in the contract documents.

1.3 Related Work

.1	Clearing and Grubbing	Section 31 11 01
.2	Shrub and Tree Preservation	Section 31 11 41
.3	Site Grading	Section 31 22 01
.4	Topsoil and Finish Grading	Section 31 91 21

1.4 Quality Assurance

.1 All materials and work shall conform to the latest edition of the following standards or as otherwise specified.

.1 Canadian Landscape Standard
.2 Landscape/Paysage Canada Guide Specification for Nursery Stock
.3 Canadian System of Soil Classification

1.5 Source Quality Control

.1 Seven (7) days prior to the Owner's Representative review of plant material at source the Contractor shall confirm in writing availability of plant material noted on Plant List.

.2 Plant material will be supplied from nurseries who are certified by the Clean Plants program, Canadian Nursery Certification Institute (CNCI), current certification standard http://cleanplants.ca/. The certification shall include but is not limited to the requirements of the current active module(s), e.g. P. Ramorum module. The certification must extend to all fields and allied nursery operations where plant material is sourced.

Only nurseries, fields and allied nursery operations that are certified will be permitted to supply plant material for this project.

.3 Plant material review at the source nursery

.1 Contractor request for review of the plant material at source nursery to be a minimum of seven (7) days prior to scheduled review.

.2 Shipping of plant material to project site shall not proceed until Owner's Representative has reviewed the plant material at the source nursery.

.3 All plants are subject to review and may be rejected for failure to comply with this specification at any time until Acceptance of Planting. Immediately replace rejected material and remove from the site at no cost to the Owner.

.4 Plants required for the work must be reviewed by the Contractor before being prepared for delivery. Inspection shall not affect the right to reject such plants on or after delivery thereof to the site.

.5 Plants arriving on site must be reviewed by the Owner's Representative prior to off-loading. Provide minimum 48 hours' notice to schedule review.

.6 The Contractor or his authorized representatives shall be present during all required reviews as specified or as may be required.

.4 Plant Material Review at Project Site

.1 All plant material shall be reviewed at the project site by the Owner's Representative prior to planting.

.2 Plant material that is rejected by the Owner's Representative shall be immediately removed from the site and replaced at the Contractors expense.

.5 Imported Plant Material

.1 Plant material imported from out of province and out of country shall be accompanied with necessary federal and provincial permits and import licenses.

1.6 Submittals

.1 Confirmation Plant List

.1 Contractor shall provide in writing to the Owner's Representative a minimum of seven (7) days prior to review of plant material at the source nursery a plant list confirming the quantity, botanical name, common name and size of plants specified.

.2 Prior to the review of plant material by the Owner's Representative the Contractor shall submit written documentation with CNCI certification stamp stating that the nursery has undergone all components of a certification program and has been audited to verify

that all components are properly implemented. The documentation submitted shall include but is not limited to the nurseries CNCI Clean Plants certification number.

.3 Substitutions

.1 Contractor shall provide in writing to the Owner's Representative a minimum of seven (7) days prior to review of plant material at the source nursery a list of proposed substitutions for review.

.2 Substitutions in plant material will not be considered unless written proof is submitted thirty (30) days prior to scheduled installation stating a specified plant cannot be obtained within the specified area of search.

.3 Plant substitutions shall be of similar genus and species and of equal or greater size as those originally specified. The list shall contain the following information:

.1 Botanical name, common name of the specified plant

.2 Botanical name, common name of the proposed substitute plant

.3 Pot size and plant size to be substituted

.4 Upon submission of such proof, a proposal will be considered for using the nearest equivalent size or variety with an equitable adjustment of the Contract price.

.4 Planting Schedule

.1 Contractor shall provide in writing to the Owner's Representative upon award of the Contract a detailed planting schedule outlining dates and duration of planting operations.

.2 Revisions to the Planting Schedule as a result of delays of any kind shall be submitted to the Owner's Representative in a timely manner prior to the start of planting operations.

.3 Schedule all operations to ensure optimum environmental protection as outlined in these Specifications. Organize scheduling to ensure a minimum duration of on-site storage of plant material, minimum compaction of growing medium, and prompt mulching and watering operations. Coordinate work schedule with scheduling of other trades on-site.

.4 Coordinate and schedule such that no damage occurs to materials before or after placement. In particular, meet requirements of living plant material.

.5 Plan, schedule and execute work to ensure a supply of water for landscape purposes in adequate amounts and at adequate pressures for satisfactory irrigation of all plants.

.5 Composted Mulch: Contractor to submit a one (1) litre sample of Composted Mulch to the Owner's Representative for review prior to shipment to the site.

.6 Establishment Task Work Schedule

.1 Provide a completed Schedule of Establishment Tasks outlining the tasks to be undertaken through the year.

.2 In addition, indicate the intent and approach in regards to the allocation of personnel. This should include the number of personnel on site for routine maintenance, as well as for specific procedures.

1.7 Handling and Storage

.1 Transport plants to site in compliance with Section 9.1.5 and 9.1.6 of the Canadian Landscape Standard to ensure proper protection.

.2 Handle and store in compliance with Section 9.1.7 and 9.1.8 of the Canadian Landscape Standard.

.3 Take particular care to avoid damage and/or drying out until planting.

.4 If damage occurs, take proper corrective measures to satisfaction of Owner's Representative or replace with new approved stock.

1.8 Site Examination

.1 Do not carry out landscaping work in areas or over surfaces that are not properly prepared. Examine site before starting work to verify all surfaces are properly prepared.

1.9 Hours of Work

.1 The Contractor must comply at all times with applicable requirements of the City's Noise By-law. The City Noise by-law allows construction in the street between the hours of 7:00A.M. and 8:00 P.M., Monday to Saturday, and 10:00 A.M. to 8:00 P.M. on Sundays and holidays. No work will be done outside these hours except as approved by the Owner's Representative.

.2 Non-noisy activities may take place after 8:00pm.

1.10 Traffic Control

.1 For all works on City Streets, lanes or sidewalks, all traffic control will be provided by the Contractor at the Contractor's expense. The following conditions and procedures apply:

.1 The Contractor shall be responsible for all traffic control and adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways".

.2 All work must comply with Worksafe BC requirements.

.3 The City must be notified 5 working days in advance to arrange for any "Temporary No Stopping" signs and to avoid any known conflicts with other street works.

.4 If loading/unloading access is required on the street outside of designated parking areas, access will only be permitted between 9:30 A.M. and 3:00 P.M. and traffic control will be required.

.5 All work must comply with any and all additional City traffic control requirements.

1.11 Permits

.1 Obtain and pay for all permits required for the work, including such permits as may be required for planting and related work on municipal property.

1.12 Conditions for Acceptance of Planting

.1 Acceptance by the Owner's Representative of plants and landscaped areas for further maintenance shall occur only when the following conditions have been achieved:

.1 Plant quantities, species, sizes, quality and locations are as shown in the contract documents or as otherwise approved. All substitutions are approved and noted; a list of these substitutions shall be provided to the owner at the time of acceptance.

.2 All plants are installed properly and at the correct level relative to finish grade. Root flare of woody plants shall be 2.5-5cm (1-2in.) above finish grade.

.3 All plants are healthy and free of disease, insect pests, and invasive or noxious plant species.

.4 Water content in the growing medium is within the ranges set in this specification.

.5 Pruning is complete where required and according to this specification.

.6 Planted areas are free of visible weeds, invasive and noxious plant species, and substantially free of underground weed parts.

.7 Mulch is of the type specified and placed to the recommendation of this specification.

.8 Growing medium is cultivated to a loose, friable, water-permeable surface.

.2 The date of Acceptance of Planting shall be as determined by the Owner's Representative based upon the Inspection for Acceptance. Contractor shall request Inspection for Acceptance, giving at least 48 hours' notice.

1.13 Measurement and Payment

.1 Payment for trees, shrubs and ground cover will be lump sum covering the area of planting with specified size and species as shown on Contract Drawings. Payment

includes all preparatory work, supply and planting the trees, shrubs and ground cover as applicable, and other incidentals such as irrigation and mulch specified under Section 32 93 10 – Planting Trees, Shrubs and Ground Covers.

.2 Payment for establishment tasks shall consist of monthly installments over the two year period.

.1 An updated log book shall be submitted with each application for monthly payment to support billing.

.2 Failure to submit an updated log book will result in delay in processing payment.

1.14 Provisional Items

.1 The Tenderer shall include the Provisional Items shown in the Schedule of Rates in the Tender price. These sums or any part thereof shall be expended only on the written instruction of the Owner's Representative.

.2 Quantities marked Provisional in the Pricing Table have been used where the information available is insufficient to permit an accurate assessment of the actual quantities. Payment for each and every item shown as having a provisional quantity shall be the actual quantity completed, as measured by the Owner's Representative and shall be paid for at the rate shown in the Pricing Table.

2.0 PRODUCTS

2.1 Plant material

.1 Species: Selection of species to be as specified. Should specified species not be available, Owner's Representative to be notified so that an alternative choice can be made. Do not make substitutions without approval of Owner's Representative.

. 2 Origin:

.1 All plant material to be nursery grown stock only.

.2 All plant material to comply with Canadian Landscape Standard for container grown plants and Landscape/Paysage Canada Guide Specification for Nursery Stock.

.3 All nursery grown plants, as a minimum requirement to comply with Landscape/Paysage Canada Guide Specification for Nursery Stock with respect to size, grade and quality.

.4 Container plants to be grown for length of time necessary to achieve adequately developed root structure.

.5 Plants to be true to name, type and form, and representative of their species or variety.

.6 Plants to be compact and properly proportioned, not weak or thin, or injured by being planted too closely in nursery rows.

.7 Plants to have normal, well-developed branches, vigorous fibrous root systems and to be healthy, vigorous plants free from defects, decay, disfiguring roots, sunscald injuries, abrasions of bark, plant diseases, insect pests' eggs, borers and all forms of infestation or objectionable disfigurements.

.8 Trees to have straight stems (unless this is uncharacteristic) and to be well and characteristically branched for species or variety.

.9 Ground cover plants to have healthy tops to a size proportionate to above root requirements typical of species or variety.

.10 Rootballs and soil in containers to be free from pernicious perennial weeds. Pernicious perennial weeds shall not be limited to morning glory, horsetail and liverwort.

2.2 Water

. 1 Supplemental water to be supplied by watering truck service on site.

2.3 Fertilizer

. 1 No fertilizers to be applied during two year establishment period.

2.4 Mulch

.1 Bark mulch to be double shredded (min age 6 months), dark brown in colour.

3.0 EXECUTION

3. 1 Pre-planting Operations

.1 Ensure plant material acceptable to Owner’s Representative.

.2 Remove damaged roots and branches from plant material.

3.2 Planting

.1 Ensure all planting in general compliance with Section 9.3 of the Canadian Landscape Standard.

. 2 Time of Planting:

.1 Complete planting work during normal planting seasons as dictated by prevailing weather conditions. Do not plant in frozen ground or with frozen rootballs, during extremely hot, dry weather or during heavy rain.

. 2 Take all necessary precautions to protect plant material from prevailing weather conditions during transportation and planting.

. 3 Refer to Supplementary Specifications for any additional requirements that may apply to scheduling of planting.

.3 All plants must be laid out and adjusted prior to the arrival of an installation crew. This may require a reduced crew on site while the contractor works with the Owner's Representative to complete the layout. The Owner's Representative reserves the right to adjust plants to exact location in the field.

.4 Planting Procedures – Boulevard Plantings:

.1 Install plant material immediately after layout has been approved by the Owner's Representative. In the event that this is not possible, protect plant material from sun and drying winds. Keep plants that cannot be planted immediately on delivery well-watered. Do not leave plant material unplanted overnight.

. 2 Plant plants so after settlement they will be at original growing medium depth. Allow for settling of growing medium after planting so that total depth of the rootball remains in topsoil.

.3 Set plants plumb in planting beds or planting pits, except where plant's character requires variation from this.

.4 Place growing medium in layers around roots or ball, preferably by hand. Carefully tamp each layer to avoid injuring roots or ball, or disturbing position of plant.

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.5 Upon completion of boulevard, rake planting soil to remove any debris brought to surface by planting operations. After raking mulch planting area with 50 mm of bark mulch placed in even layers over soil surface.

.1 Ensure finish composted mulch layer is a minimum of 12mm (1/2") below adjacent hard landscape surfaces and edges.

.2 Ensure mulch is kept 75 mm (3") away from stems of shrubs.

. 6 Once planting and mulching is complete, clean site of all excess soil, rock and debris.

3.3 Watering

.1 The contractor shall be responsible for the supply of water, water tanker, and labour necessary to adequately and efficiently apply water to all plant material to ensure healthy growth.

.2 Planting beds shall be watered during the dry months of the growing season when there is insufficient rainfall to maintain healthy plant growth. Provisionally allow for 24 service visits between the first of April and end of September.

.3 The Owner's Representative may order less watering based on weather conditions, resulting soil water content and other factors. If drought conditions warrant, the Owner's Representative may order more frequent watering then scheduled or order watering during non-scheduled periods.

.4 Contractor to ensure adequate moisture in plant root zone prior to winter freeze-up.

.5 Watering must not obstruct pedestrians using the sidewalk.

.6 Non-noisy watering at night would be acceptable.

3.5 Pruning

.1 Limit pruning to minimum necessary to remove dead or injured branches only.

.2 Prune in such a manner as to preserve natural character of plants.

.3 Use only clean, sharp tools.

.4 Clean and cut all cuts to branch collar leaving no stubs.

.5 Trace cuts, bruises or scars on bark back to living tissue and remove.

3.6 Mulching

.1 Immediately after all planting is complete and finish grading approved by Owner's Representative place bark mulch in even layers.

.2 Ensure minimum depth of bark mulch 50 mm after settlement.

3.7 Clean-up

.1 Remove all materials and other debris resulting from planting operations from site.

3.8 Establishment Tasks

.1 Perform the following establishment tasks from the time of Acceptance of Planting to issuance of Certificate of Total Performance.

.1 Water to maintain soil moisture conditions for optimum establishment, growth and health of plant material without causing erosion.

.2 Remove weeds as required.

.3 Replace or re-spread damaged, missing or disturbed mulch.

.4 Pesticides and herbicides shall not be used. For pest infestations, seek approval from the Owner's Representative for the use of Integrated Pest Management (IPM). A minimum 24 hour notice must be given before any IPM applications.

.5 Remove dead or broken branches from plant material.

.6 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

.7 Ensure all maintenance in compliance with Level 2 of the Canadian Landscape Standard maintenance level except where modified as follows:

.8 Special care must be made in the removal of weeds. In some cases, I order to maintain the integrity of the space and increase biodiversity, several perennial species will self-seed. Therefore, confidence with native plant and weed identification is of utmost importance. Weeding shall occur once a month during the growing season. Contractor shall submit a weeding schedule and plan to be approved by the Engineer. The plan shall include proposed methods of cultivating and weeding indicating all proposed weeding tools. Weed whackers may not be used.

.9 Herbaceous perennials and grasses shall only be cut back in early spring of each year.

.10 Remove sediment, trash, debris, and leaf litter from inlets and garden beds during site visits.

.11 Block inlets with sandbags to keep stormwater flows out for the first growing season.

.12 Inspect the temporary inlet sand bags and soil erosion after major rain falls (> 15 mm within 24 hours). Repair if necessary.

.13 Maintain shredded wood much to 50 mm depth.

3.10 Conditions for Total Performance

.1 Owner's Representative will issue Certificate of Total Performance only when following conditions exist:

.1 All plants are of species and varieties specified and planted in locations shown on Contract Drawings or otherwise approved by the Owner's Representative.

.2 All plants are healthy and turgid.

.3 Water content in growing medium is to satisfaction of Owner's Representative.

.4 All pruning is complete to satisfaction of Owner's Representative.

.5 All planted areas are free of weeds.

.6 Mulch is in place as required.

3.11 Guarantee / Establishment

.1 Contractor to guarantee all materials and workmanship for a period of two full years from date of Acceptance of Planting.

. 2 Guarantee includes replacing all dead or failing plant material every 6 months from the date of Acceptance of Planting, and up to a maximum of 4 times throughout the two year establishment period at no cost to the owner, as determined by the Owner's Representative.

. 3 Guarantee will not apply to plants or other products damaged after Total Performance by causes beyond Contractor's control, such as vandalism, "acts of God", "excessive wear and tear", or abuse. Contractor is responsible for work until Total Performance. After Total Performance, Owner is responsible for work and proper maintenance unless the Owner with the agreement of the Contractor extends the maintenance period.

3.12 Extension

.1 The Contract Administrator may extend Contractor's maintenance responsibilities for an additional three - one year periods at end of initial guarantee/establishment period. Contractor shall submit a plan and pricing for annual maintenance in preparation for possible extension. The maintenance tasks shall be as per the establishment tasks minus the irrigation. The contractor will no longer be responsible for irrigation of plant material or responsible for any guarantee or replacement of dead or failing plant material.

END OF SECTION 32 93 10

SCHEDULE B

DRAWINGS

Name:

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Practice List and Notes
Practice 1&2 – Tupper – Construction
Practice 3&4 – Windsor & 23rd – Construction
Practice 5&6 – Tisdall St & W 48th – Construction
Practice 7-9 – Van Horne – Construction
Practice 10 – Van Horne – Construction
Practice 11 – Manitoba St. & West 16th Ave – Construction
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Practice 1&2 – Tupper – Planting Plan
Practice 3&4 – Windsor & 23rd – Planting Plan
Practice 5&6 – Tisdall St & W 48th – Planting Plan
Practice 7-9 – Van Horne – Planting Plan
Practice 10 – Van Horne – Planting Plan
Practice 11 – Manitoba St. & West 16th Ave – Planting Plan
Practice 12&13 – Hastings St & Penticton – Planting Plan
Practice 14&15 – Ross – Planting Plan
Details 1 – Inlet Pre-Treatment Pad
Details 2 – Planting

Attachments (Please refer to Appendix 13 for details)

Schedule of Establishment Tasks (During 2 Year Establishment Period):

- Proponent to complete

Recommended Task Frequency:

- During 1st Year, 2nd Year establishment period, and potential further extension period.

BIORETENTION REHABILITATION PROJECT

GREEN INFRASTRUCTURE IMPLEMENTATION

Issue For Tender 03/17/2021

DRAWING LIST:

Number:	Name:
2020-01-D-GI-00	Cover Sheet and Drawing Index
2020-01-D-GI-01	Practice List and Notes
2020-01-D-GI-02	Practice 1&2 - Tupper - Construction
2020-01-D-GI-03	Practice 3&4 - Windsor & 23rd - Construction
2020-01-D-GI-04	Practice 5&6 - Tisdall St & W 48th - Construction
2020-01-D-GI-05	Practice 7-9 - Van Horne - Construction
2020-01-D-GI-06	Practice 10 - Van Horne - Construction
2020-01-D-GI-07	Practice 11 - Manitoba St. & West 16th Ave - Construction
2020-01-D-GI-08	Practice 12&13 - Hastings St & Penticton - Construction
2020-01-D-GI-09	Practice 14&15 - Ross - Construction
2020-01-D-GI-10	Practice 1&2 - Tupper - Planting Plan
2020-01-D-GI-11	Practice 3&4 - Windsor & 23rd - Planting Plan
2020-01-D-GI-12	Practice 5&6 - Tisdall St & W 48th - Planting Plan
2020-01-D-GI-13	Practice 7-9 - Van Horne - Planting Plan
2020-01-D-GI-14	Practice 10 - Van Horne - Planting Plan
2020-01-D-GI-15	Practice 11 - Manitoba St. & West 16th Ave - Planting Plan
2020-01-D-GI-16	Practice 12&13 - Hastings St & Penticton - Planting Plan
2020-01-D-GI-17	Practice 14&15 - Ross - Planting Plan
2020-01-D-GI-18	Details 1 - Inlet Pre-Treatment Pad
2020-01-D-GI-19	Details 2 - Shrub Planting and Composite Sleeve
2020-01-D-GI-20	Details 3 - Pre-Treatment Pad Alternatives

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Cover Page_Notes V3.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	N.T.S
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-00
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	0 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Cover Sheet & Drawing Index

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Cover Page _Notes\ENG - GI - Bioretention Rehab 2019 - Cover Page_Notes V3.dwg DATE:Mar 17, 2021 - 5:26pm USER:PEH90

CONSTRUCTION NOTES:

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS FROM THE FOLLOWING:

   -CITY OF VANCOUVER ENGINEERING DESIGN MANUAL
   -CITY OF VANCOUVER STANDARD DETAIL DRAWINGS
   -CITY OF VANCOUVER STANDARD DETAIL DRAWINGS (SDD)
   -CITY OF VANCOUVER ENGINEERING GREEN INFRASTRUCTURE SUPPLEMENTAL SPEC
   -CITY OF VANCOUVER ENGINEERING CONSTRUCTION SPEC
   -CITY OF VANCOUVER ENGINEERING CONSTRUCTION SPECIFICATIONS
   -APPLICABLE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD)
   -WORKSAFE BC, LATEST EDITION

   CONTRACTOR SHALL BE FAMILIAR WITH THE ABOVE DOCUMENTS AND SHALL ENSURE THAT ALL SUB CONTRACTORS ARE THOROUGHLY FAMILIAR WITH THE APPLICABLE SECTIONS OF THE DOCUMENT.

2. OBTAIN ALL PERMITS AND LICENSES PRIOR TO CONSTRUCTION AND ENSURE THAT ALL APPROVALS REQUIRED FOR THE WORK HAVE BEEN OBTAINED.

3. THE LOCATION OF EXISTING UTILITIES IS COMPILED FROM OWNER AND UTILITY SUPPLIED RECORD DRAWINGS AND ARE CONSIDERED APPROXIMATE ONLY. THE EXACT LOCATION AND EXTENT OF UTILITIES SHOULD BE DETERMINED BY CONSULTING LOCAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT ELEVATION BY HAND OR HYDROVAC EXCAVATION BEFORE CONSTRUCTION OF UTILITY CROSSINGS AND SHALL BE RESPONSIBLE FOR RESTORATION OF ANY DAMAGE TO EXISTING UTILITIES. ANY COSTS ASSOCIATED WITH UTILITY CONFLICTS THAT WERE NOT PRELOCATED WILL BE THE CONTRACTOR'S RESPONSIBILITY.

4. CONTACT BC 1 CALL (604-257-1900) TO OBTAIN INFORMATION 2 WEEKS PRIOR TO CONSTRUCTION.

5. NOTIFY THE CITY OF VANCOUVER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION.

6. REPORT ANY DISCREPANCIES TO THE DESIGN CONTRACT ADMINISTRATOR A MIN 72 HOURS PRIOR TO CONSTRUCTION.

7. ALL SURVEY MONUMENTS WITHIN THE PROJECT BOUNDARIES SHALL BE PROTECTED DURING THE COURSE OF THE WORK. SHOULD ANY SURVEY MONUMENT REQUIRE RAISING OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DEPARTMENT AT LEAST 72 HOURS IN ADVANCE OF SCHEDULING WORK. ALL DISTURBED MONUMENTS WILL BE REPLACED BY A SURVEYOR APPROVED BY THE CITY AT THE CONTRACTOR'S EXPENSE.

8. THE CONTRACTOR SHALL PROVIDE TEMPORARY UTILITY POLE SUPPORTS NECESSARY TO COMPLETE THE WORKS AS AN INCIDENTAL ITEM TO GENERAL CONTRACT REQUIREMENTS WHERE AND AS REQUIRED.

9. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING STREETS, SIDEWALKS, WHEELCHAIR LETDOWNS, SERVICES, SIGNS, LANDSCAPING, DRIVEWAY LETDOWNS, PRIVATE LANDSCAPING, OR PRIVATE IMPROVEMENTS THAT MAY BE DAMAGED AS A RESULT OF CONSTRUCTION.

10. FIGURED DIMENSIONS WILL GOVERN OVER SCALED DIMENSIONS

11. FOR REMOVAL OF STREET FURNITURE OR SIGNS CONTACT THE CITY OF VANCOUVER PROJECT MANAGER A MINIMUM 4 WEEKS PRIOR TO CONSTRUCTION. ALL ITEMS MUST BE RESTORED TO THE SATISFACTION OF THE CITY ENGINEER

12. ALL DIMENSIONS SHOWN IN THESE PLANS ARE AS DESIGNED AND NOT AS CONSTRUCTED, AND SHOULD BE FIELD CHECKED BY THE CONTRACTOR PRIOR TO STARTING ANY CONSTRUCTION.

13. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS OF THE INFORMATION SHOWN

TRAFFIC MANAGEMENT, NOTIFICATION AND APPROVALS NOTES:

14. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SIGNAGE, BARRIERS, FLASHING INDICATORS, ETC, AT ALL TIMES TO ENSURE THE SAFETY OF THE PUBLIC. TRAFFIC CONTROL WILL BE REQUIRED FOR ALL CONSTRUCTION WORKS WITHIN THE TRAVELED PORTION OF THE ROAD. NO ROAD SHALL BE CLOSED WITHOUT THE WRITTEN CONSENT OF THE TRAFFIC AND DATA MANAGEMENT BRANCH.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL EXCAVATED MATERIAL AT A SUITABLE OFF-SITE DISPOSAL AREA, IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

16. THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORKS HAVE BEEN OBTAINED FROM ALL AUTHORITIES AND AGENCIES PRIOR TO COMMENCING WORK.

17. THE CONTRACTOR SHALL ARRANGE FOR, AND COORDINATE THE WORKS DONE BY:
    THE CITY OF VANCOUVER; AND FRANCHISE UTILITIES (BC HYDRO, FORTIS GAS, BC TRANSMISSION CORP., SHAW CABLE, TELUS AND METRO VANCOUVER).

18. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE PERSONNEL AT LEAST 72 HOURS PRIOR TO THE WORK, SCHEDULING AND OTHER CONSTRUCTION CONSTRAINTS IMPOSED BY THESE WORKS SHALL BE TAKEN INTO ACCOUNT.

19. RESIDENTS DIRECTLY AFFECTED BY CONSTRUCTION OF THESE WORKS AND SERVICES SHALL BE GIVEN WRITTEN NOTICE PER THE CITY'S DIRECTION BEFORE AND THROUGHOUT CONSTRUCTION, FOLLOWING CONSTRUCTION ACTIVITY AND ON ANY PRIVATE PROPERTY, A WRITTEN RELEASE MAY BE REQUIRED FROM THE PROPERTY OWNER, OR SCHOOL BOARD REPRESENTATIVE (PRINCIPAL OR DELEGATE), AT THE DISCRETION OF THE CITY.

20. A TRAFFIC MANAGEMENT PLAN SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO THE PRE-CONSTRUCTION MEETING.

21. APPROVALS FOR REQUIRED TREE CUTTING OR TRIMMING NOT INDICATED IN CONTRACT DRAWINGS SHALL BE OBTAINED BY THE CONTRACTOR FROM THE CITY PRIOR TO WORK BEING PERFORMED.

22. CONTRACTOR TO SUBMIT A TRAFFIC MANAGEMENT PLAN WITH LANE CLOSURE REQUEST FOR ALL MAJOR ROADS AND ANY LOCAL ROADS WHICH REQUIRE ANY DETOURS.

23. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE APPROVED TRAFFIC MANAGEMENT PLAN DETAILED SPECIFICATION AS REQUIRED IN THE CONTRACT DOCUMENTS.

24. ALL TRAFFIC CONTROL TO CONFORM TO THE LATEST EDITION OF THE BC TRAFFIC CONTROL MANUAL FOR WORK ON ROADWAYS.

25. APPROVAL OF NOISE VARIANCE FOR ALL WORK OUTSIDE OF NORMAL APPROVED WORK HOURS REQUIRED BY THE CITY.

26. NOTICE OF CONSTRUCTION SIGNS TO BE INSTALLED AT ALL PROJECT LIMITS AND PREFERRED DETOUR ROUTE. NOTIFY CONTRACT ADMINISTRATOR WITH CONSTRUCTION SCHEDULE AND LOCATIONS, SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR

ENVIRONMENTAL / EROSION CONTROL:

27. ALL WORKS TO BE IN COMPLIANCE WITH THE CITY OF VANCOUVER, BC MINISTRY OF ENVIRONMENT, AND FEDERAL FISHERIES REQUIREMENTS.

28. IMMEDIATELY NOTIFY THE CONTRACT ADMINISTRATOR OF ANY SUSPECTED ARCHAEOLOGICAL MATERIALS UNCOVERED DURING EXCAVATION.

29. PROVIDE CATCH BASIN SEDIMENT TRAPS, AND CONTAINMENT FACILITIES TO PREVENT DISCHARGE OR SEDIMENT FROM WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING PROVISIONS FOR EROSION AND SEDIMENT CONTROL.

30. SEDIMENT CONTROL TO BE PLACED AROUND ALL CATCH BASINS AND TO REMAIN IN PLACE DURING COURSE OF CONSTRUCTION AND FOR MINIMUM 1 YEAR DURING ESTABLISHMENT.

31. CONTRACTOR IS RESPONSIBLE FOR MONITORING FOR RAIN EVENTS AND PROVIDING COVERAGE OVER EXPOSED SOIL DURING COURSE OF CONSTRUCTION. CONTRACTOR TO PROVIDE CLEAR DRAINAGE FROM INLET TO CATCH BASIN WITH A NON-PERMEABLE GROUND COVER OVER EXPOSED SOIL AND ANY NON-PLANTED AREAS IN RAIN EVENTS OVER 1MM / HOUR THAT OCCUR DURING COURSE OF CONSTRUCTION.

32. ALL TEMPORARY FILL SLOPES AND STOCK PILES TO BE PROTECTED FROM WEATHER EROSION

33. ALL EXPOSED SLOPES TO BE PROTECTED FROM WEATHER EROSION AND PLANTED AS SOON AS PRACTICABLE.

UTILITIES:

34. MINIMUM EDGE TO EDGE SEPARATION FROM ALL UTILITIES TO BE 0.3m.

35. UTILITY CROSSINGS WITH WATERMAINS TO BE AS PER COASTAL HEALTH REGULATIONS (LATEST EDITION)

EXCAVATION:

36. ALL EXCAVATION WITHIN 1m OF EXISTING UTILITY, OR WITHIN CRITICAL ROOT ZONE (CRZ), TO BE BY HAND TOOL, HYDROEXCAVATION OR SIMILAR AND APPROVED METHOD AND FIELD VERIFIED WITH CITY OF VANCOUVER GI SPECIALIST.

37. REMOVE ALL VERIFIED EXISTING VEGETATION, SOD, AND BASE MATERIAL TO 0.3M BELOW FINISHED ELEVATION (UNLESS SPECIFIED OTHERWISE ON PLAN) AND SCARIFY BASE TO AVOID COMPACTION. GRADE EXISTING SOIL IN ACCORDANCE TO THE DESIGN GRADING. SUPPLY AND INSTALL 0.3M OF BIORETENTION SOIL AND ENSURE FINISHED LEVEL GRADING IS ACCORDING TO DESIGN.

    BIORENTION SOIL: REFER TO "32 91 23S GI GROWING MEDIUM AND FINISH GRADING" SPEC. SOIL VOLUMES PROVIDED ARE ESTIMATES BASED ON AREA, DEPTH OF EXCAVATION AND 10% COMPACTION.

GRADING:

38. PROVIDE ROUGH GRADE TO LEVELS, PROFILES, AND CONTOURS ALLOWING FOR SURFACE TREATMENT AS SHOWN ON CONTRACT DRAWINGS. GRADE TRANSITIONS AND SUBGRADE SMOOTH AND EVEN, SUCH THAT PONDING OCCURS IN DESIGNATED LOW POINT AREAS ONLY. REFER TO DRAWINGS 2020-01-D-GI-02 to 2020-01-D-GI-09 FOR BIOSWALE CROSS SECTIONS AND MINIMUM GRADING REQUIREMENTS. FINAL GRADING DESIGN TO BE VERIFIED ON SITE TO THE SATISFACTION CITY OF VANCOUVER GI SPECIALIST OR ENGINEER OF RECORD.

EXISTING TREES

39. CRITICAL ROOT ZONE (CRZ) AND TREE LOCATIONS ARE APPROXIMATE AND FOR REFERENCE ONLY. TREE LOCATION AND CRZ IS TO BE FIELD VERIFIED. CRZ CALCULATION: **TRUNK DIAMETER AT BREAST HEIGHT (DBH) X 6 = RADIUS** OF CRZ TO BE MEASURED OUTWARD FROM TRUNK AT DBH

40. ANY EXCAVATION OF SOIL IN CRZ MUST BE UNDER THE OVERSIGHT OF VANCOUVER PARKS BOARD ARBORIST. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COORDINATING ALL REQUIRED ARBORIST SERVICES.

41. NO HEAVY MACHINERY, STORING OF TOOLS, OR STOCKPILING OF ANY MATERIAL WITHIN CRZ OR A MINIMUM OF 3M FROM TREE TRUNK, WHICH EVER IS LARGEST. **INSTALL TREE PROTECTION ON THE SIDE WHERE WORK IS NOT BEING COMPLETED (OUTSIDE BIORETENTION BULGE).**

42. PRIOR TO CONSTRUCTION, IDENTIFY ANY POTENTIAL TREE IMPACTS BEYOND THOSE SHOWN IN THE CONSTRUCTION PLANS AND CONTACT THE CONTRACT ADMINISTRATOR FOR FURTHER DIRECTION.

43. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL PARTS OF THE TREE INCLUDING, CROWN, BASE, TRUNK AND CRZ DURING THE COURSE OF CONSTRUCTION AND WILL BE LIABLE FOR ANY DAMAGES DIRECTLY RELATED TO CONSTRUCTION ACTIVITIES UP TO THE COST OF THE TREE REPLACEMENT, AS QUOTED BY A CERTIFIED ISA ARBORIST, AT THE EXPENSE OF THE CONTRACTOR.

44. IF TREE ROOTS ARE ENCOUNTERED WITHIN THE EXCAVATION ZONES, CAFULLY PRUNE ROOTS TO THE SATISFACTION OF THE CITY ARBORIST.

STONE RIP RAP (RIVER ROCK):

45. EXISTING STONE RIP RAP TO BE REMOVED AND CLEANED OF ALL DEBRIS AND SEDIMENT. ANY STONE RIP RAP CHANNELS ARE TO BE REMOVED. REUSE CLEANED STONE RIP RAP AROUND INLETS AND OUTLETS (INCLUDING CATCH BASINS) ONLY. VERIFY FINAL LOCATIONS OF CLEANED RIP RAP WITH CITY OF VANCOUVER GI SPECIALIST ON SITE.

PRE-TREATMENT INLET:

46. INLETS VARY IN WIDTHS. PRE-TREATMENT PAD TO BE FIELD CAST IN PLACE AND FIT IN ACCORDANCE TO THE DETAILS IN DWG. NO. 2020-01-0-GI-18.

47. INLET BOX SHOULD BE CENTERED TO STREET INLET. BOX EDGES SHOULD NOT COVER INLET OPENING. STREET INLET HAS TO DISCHARGE INTO INLET BOX AS SHOWN IN INLET DRAWINGS.

48. CLEAR RIVER STONE FROM BASE AREA PRIOR TO PLACEMENT OF INLET BASE.

49. USE COV #9 MATERIAL FOR INLET BASE. REFER TO CITY OF VANCOUVER CONSTRUCTION SPECIFICATIONS FOR MATERIAL DETAILS. COMPACT COV #9 MATERIAL TO 95% MPD. ENSURE TO WRAP BASE WITH NILEX 4551 NON-WOVEN GEOTEXTILE.

50. ATTACH BASE VERTICAL WALLS TO THE BACK OF CURB AND THE BASE. ENSURE A SMOOTH FINISHING. ONCE CURED, COVER BASE ACCORDING TO SITE GRADING.

LOW POINT AND PONDING AREA:

51. LOW POINTS ADJACENT TO SIDEWALK, ROAD CURB, OR RAMP, MAY REQUIRE ADDITIONAL SOIL BERMING. FINAL GRADING AND BERMING LOCATIONS TO BE VERIFIED ON SITE WITH CITY OF VANCOUVER GI SPECIALIST.

52. PONDING AREA SHOWN IN DRAWINGS ARE SUGGESTED AREAS. FINAL LOCATION OF PONDING AREA WILL BE DETERMINED ON SITE AFTER EXCAVATION IS COMPLETED TO THE SATISFACTION OF THE GI REPRESENTATIVE OR ENGINEER OF RECORD.

TRAFFIC SIGNAGE

53. CITY OWNED TRAFFIC SIGNAGE WITHIN THE BIORETENTION ASSETS MUST BE STORED ONSITE AND PROTECTED FOR THE DURATION OF THE WORKS. SIGNS MUST BE RE-INSTALLED UPON COMPLETION OF SOIL INSTALLATION. FOOTINGS MUST CONFORM TO THE SPECIFICATIONS IN THE CITY OF VANCOUVER STANDARD DETAIL DRAWINGS C19.2. REPLACEMENT FOOTING CAN BE ATTAINED AT THE NATIONAL YARD IF REQUIRED.

NOTE : REFER TO SUPPLEMENTAL SPECIFICATIONS LISTED ON GENERAL NOTES ITEM 1 FOR ALL CONSTRUCTION AND PLANTING WORK. IN THE CASE OF DISCREPANCIES BETWEEN DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS, CONTACT CITY OF VANCOUVER GI SPECIALIST FOR CLARITY - (604-707-5434). FAILURE TO FOLLOW LISTED SPECIFICATIONS WILL RESULT IN ALL ASSOCIATED COSTS, EXPENSES AND/OR LIABILITIES TO BE SOLE RESPONSIBILITY OF THE CONTRACTOR.

LIST OF PRACTICES AND SOIL VOLUME ESTIMATIONS

NAME	LOCATION	BIORETENTION SIZE (m^2)	APPROX. SOIL REPLACMENT (m^3)
Practice One - Tupper	419 East 24th Ave - Tupper Nova School. West Roundabout	242	80
Practice Two - Tupper	419 East 24th Ave - Tupper Nova School. East Roundabout		
Practice Three - Windsor	Windsor & East 23rd	45	15
Practice Four - Windsor	Windsor & East 22nd		
Practice Five - Tisdall	Tisdall St. & West 48th Ave - Residential Corner	30	10
Practice Six - Tisdall	Tisdall St. & West 48th Ave - School Side		
Practice Seven- Van Horne	Ontario St. & West 42nd Ave - Van Horne	249	82
Practice Eight - Van Horne	Ontario St. & East 42nd Ave - Van Horne Residential Corner		
Practice Nine - Van Horne	Ontario St. & East 43rd Ave - Van Horne Residential Corner		
Practice Ten - Van Horne	Ontario St. & East 42nd Ave - Van Horne Side		
Practice Eleven - W16th	Manitoba St. & West 16th Ave - Mt. Pleasant Park	12	4
Practice Twelve - Penticton	E Hasting St. & Penticton St. - West Side	30	10
Practice Thirteen - Penticton	E Hastings St. & Penticton St. - East Side		
Practice Fourteen - Ross	E 57th Ave. & Ross St. - Walter Moberly Elementary School	71	23.5
Practice Fifteen - Ross	E 59th Ave. & Ross St. - Ross Park, Residential Corner		

CITY OF VANCOUVER

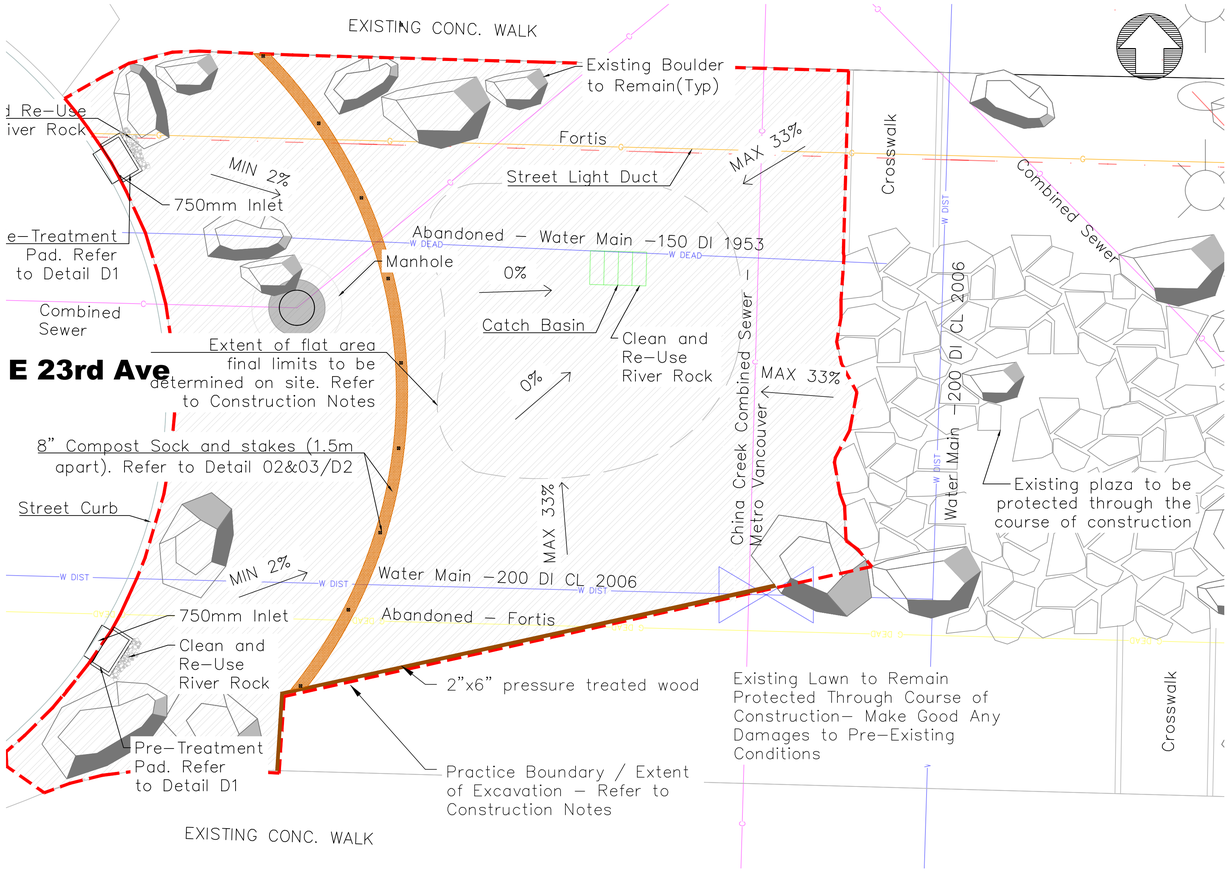
PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Cover Page_Notes V3.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	N.T.S
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-01
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	1 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice List and Notes



RG 01 **Site Plan- Practice One W**
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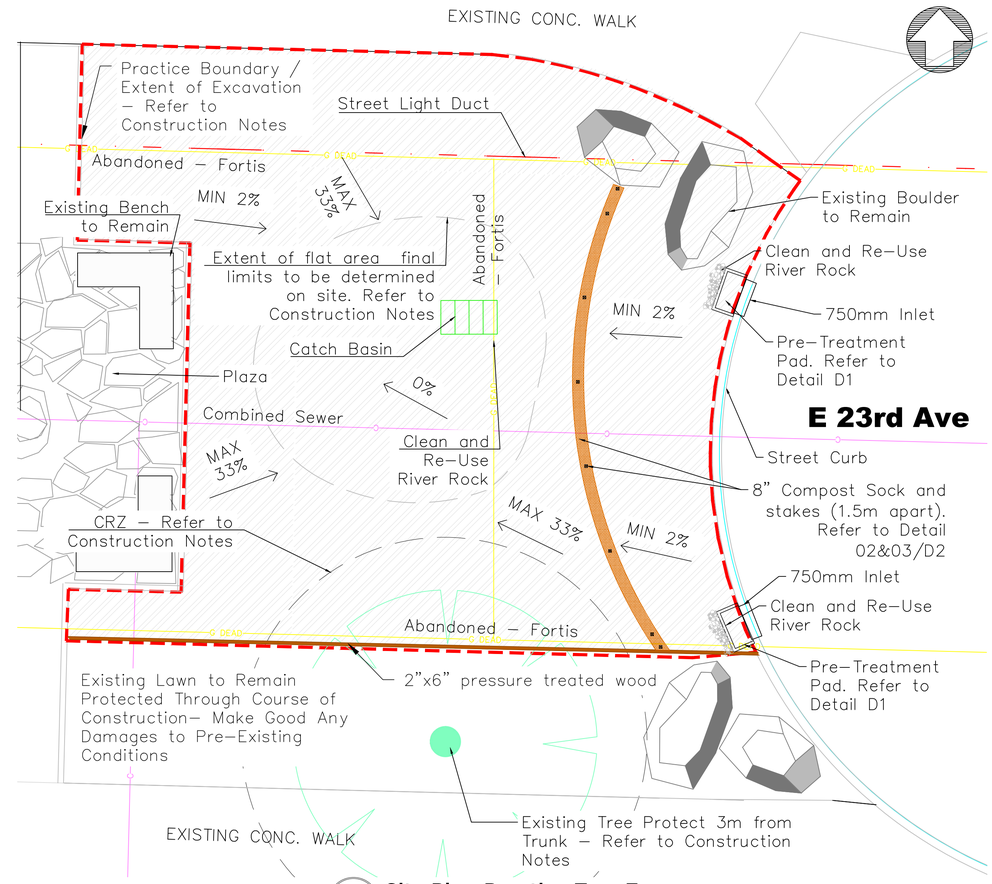


RG 02 **Site Plan-Practice Two E**
Scale: 1:50

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 300mm Depth Excavation
- 2" x 6" Pressure Treated Lumber

NOTES:

1. Final extent of excavation depth and grade to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes.

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install 0.3m of Bioretention Soil and ensure finished level grading is according to design.

5. BIORETENTION SOIL: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

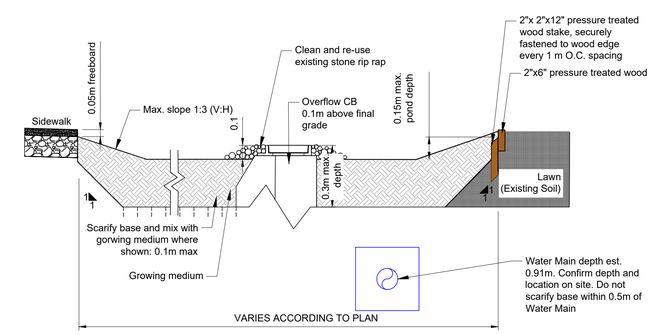
6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes.

8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.



RG TYP **PRACTICE ONE & TWO TYPICAL CROSS SECTION**
Scale: 1:20

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Tupper - V2.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

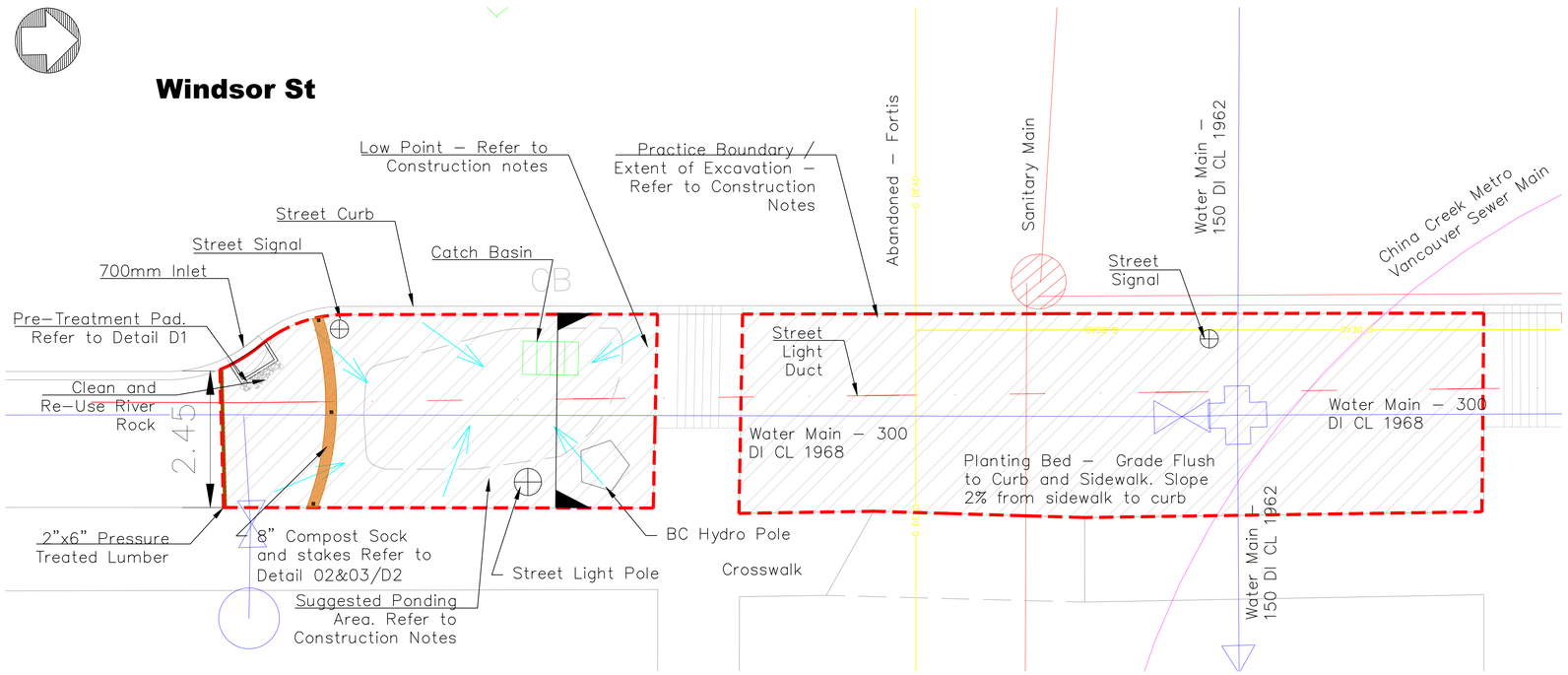
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 1&2- Tupper - Construction

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-02
REV. N0.	1
SHEET:	2 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Tupper\ENG - GI - Bioretention Rehab 2019 - Tupper - V2.dwg DATE:Mar 17, 2021 - 5:30pm USER:PEH90



BB 03 **SITE PLAN - Practice Three**
Scale: 1:50

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Lumber
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

4. Remove all verified existing vegetation, sod, and base material to 300mm below finish elevation (unless specified otherwise on plan) and grade existing soils in accordance to the design grading. Supply and Install 300mm of Biorentation Soil and ensure finished level grading is in accordance to design.

5. Refer to Plan for suggested ponding area and grading.

6. Bioretention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

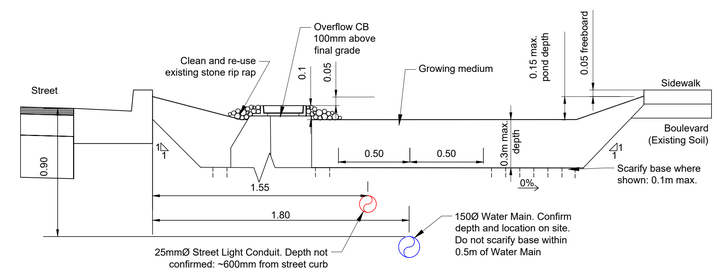
7. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

8. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

9. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

10. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

11. Any questions regarding plan please contact City of Vancouver.



BB 03 **SECTION - Practice Three**
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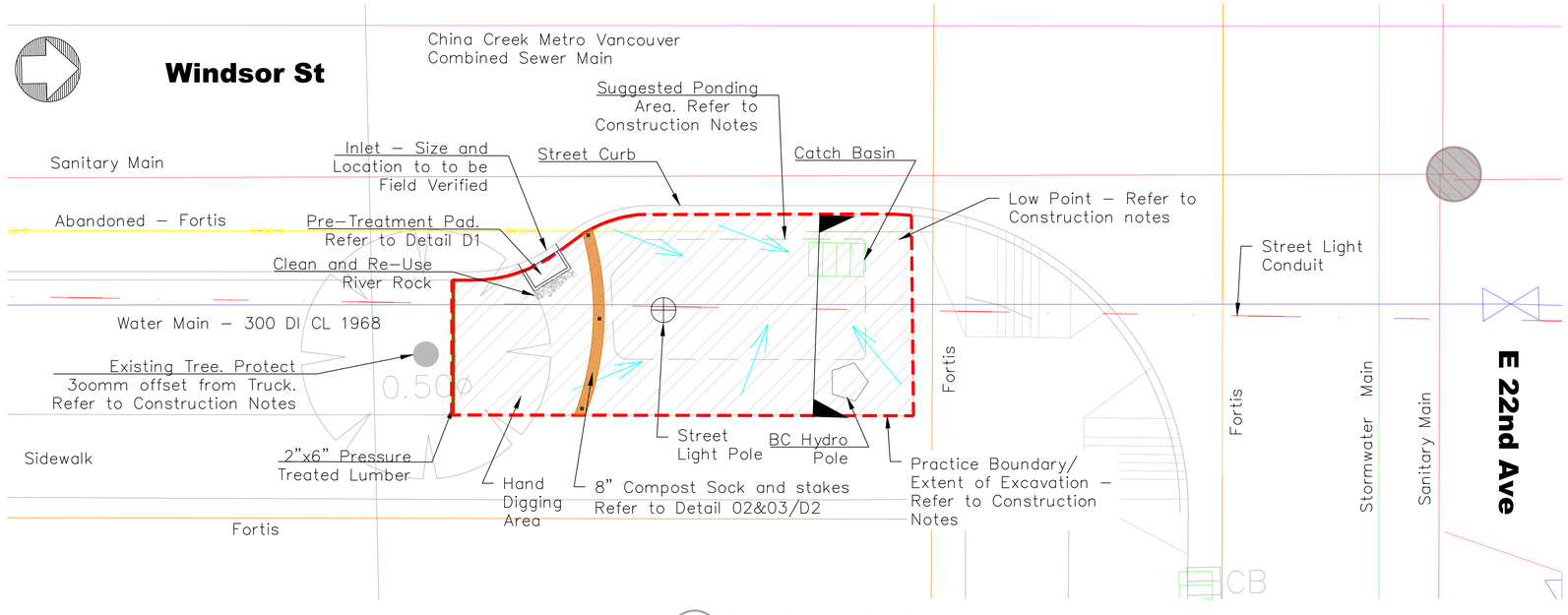
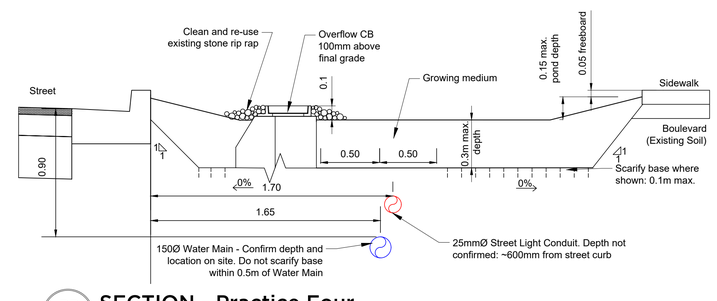


BB 04 **SITE PLAN - Practice Four**
Scale: 1:50



BB 04 **SECTION - Practice Four**
Scale: 1:20

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Windsor.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

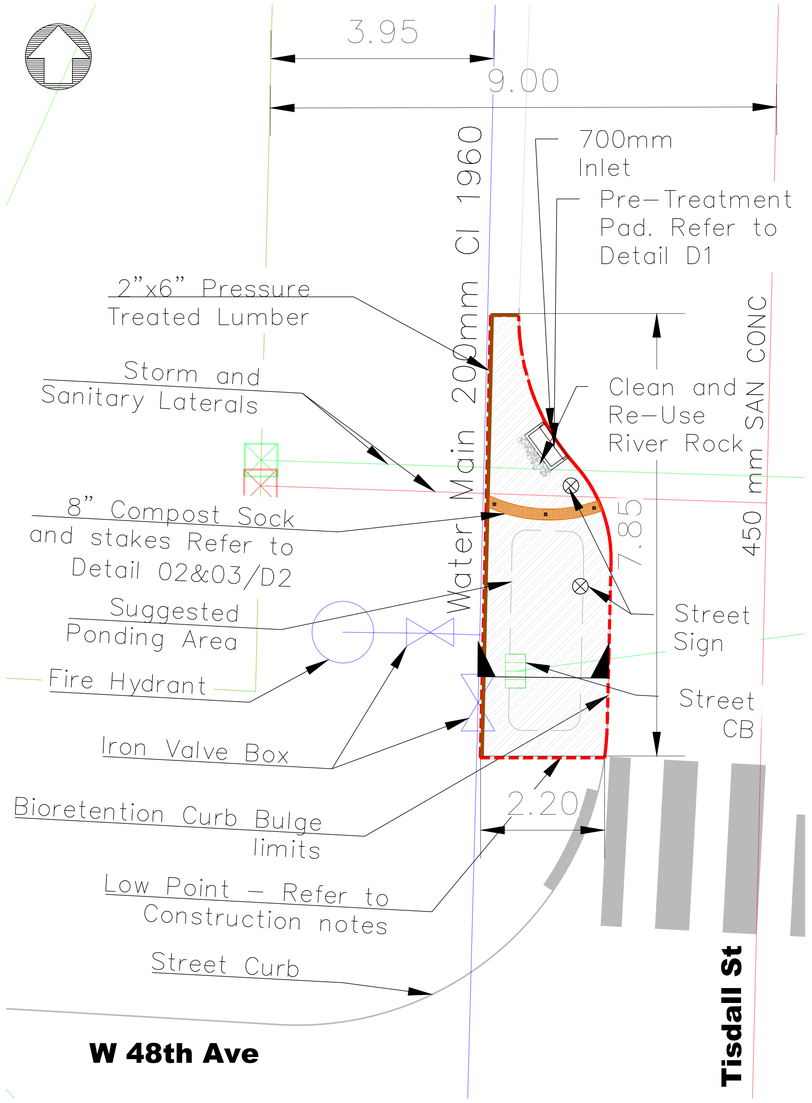
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

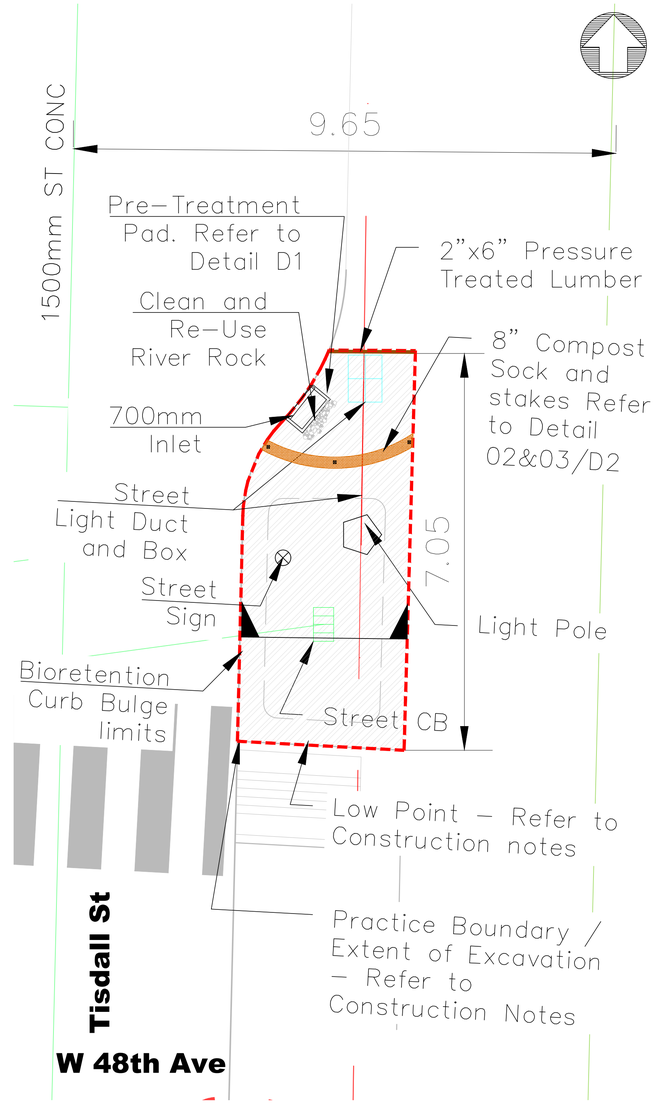
GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 3&4- Windsor & 23rd - Construction

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-03
REV. NO.	1
SHEET:	3 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Windsor\ENG - GI - Bioretention Rehab 2019 - Windsor.dwg DATE:Mar 17, 2021 - 5:37pm USER:PEH90



BB 05 **SITE PLAN - Practice Five**
Scale: 1:50



BB 06 **SITE PLAN- Practice Six**
Scale: 1:50

Legend

- Limit of Construction
- 300mm Depth Excavation
- 2" x 6" Pressure Treated Lumber

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes.

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes.

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install 0.3m of Bioretention Soil and ensure finished level grading is according to design.

5. Biorentention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

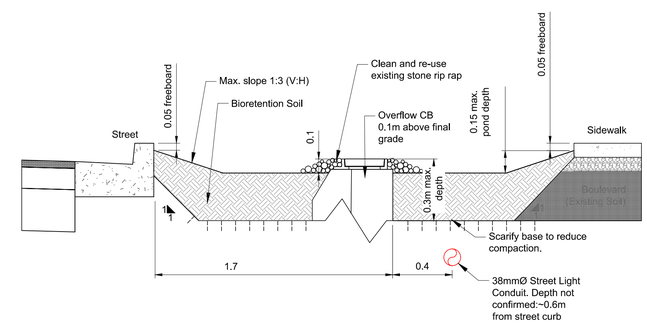
6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

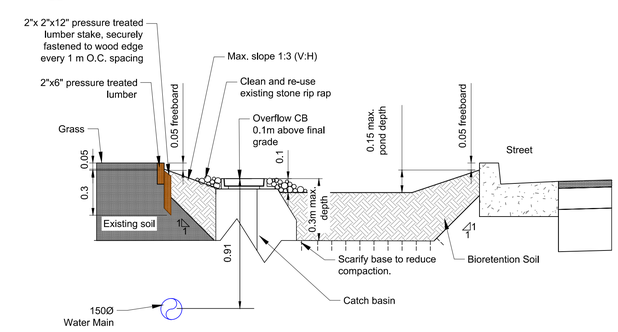
8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.



BB 06 **CROSS SECTION PRACTICE SIX**
Scale: 1:20



BB 05 **CROSS SECTION PRACTICE FIVE**
Scale: 1:20

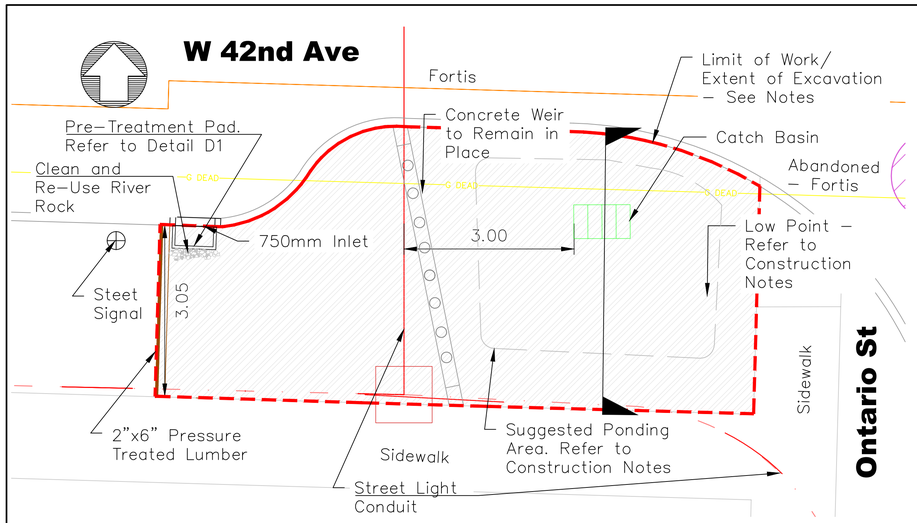
PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER
		ENGINEER	Osvaldo Vega	604-829-9526	3			
		PLANNER	Sheri DeBoer	604-296-2860	2			
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD	
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Tisdall.dwg					0	90% Design Review	CR	

CITY OF VANCOUVER

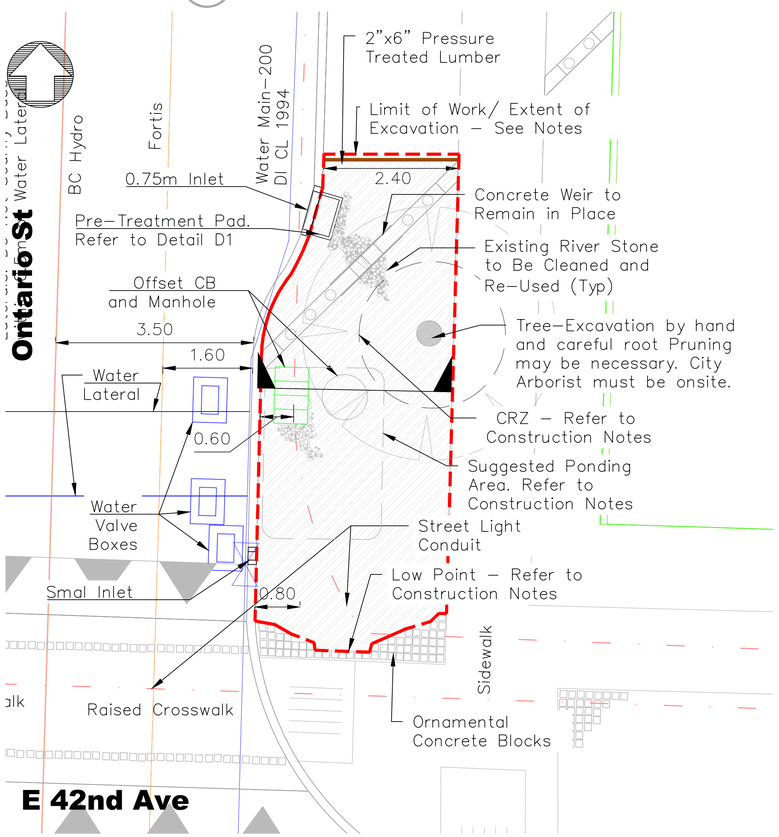
ENGINEERING SERVICES – CITY OF VANCOUVER

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 5&6- Tisdall St. & W 48th - Construction

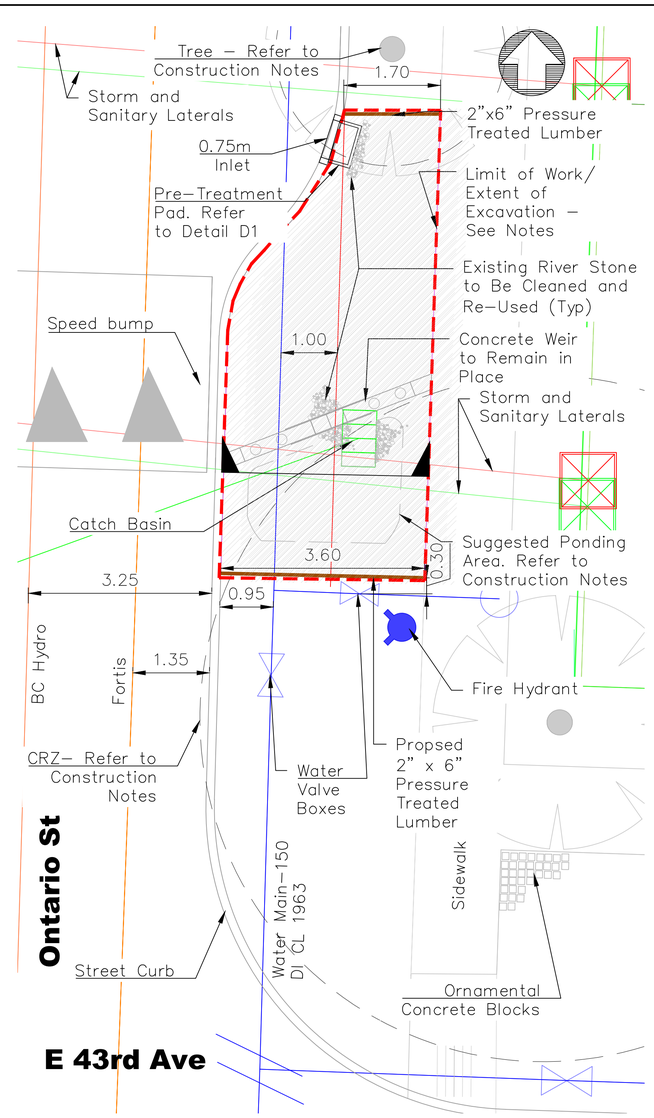
DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-04
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	4 OF 19



BB 07 **SITE PLAN-Practice Seven**
Scale: 1:50



BB 08 **SITE PLAN - Practice Eight**
Scale: 1:50



BB 09 **SITE PLAN - Practice Nine**
Scale: 1:50

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Lumber
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install approximately 0.3m of Bioretention Soil and ensure finished level grading is according to design.

5. Bioretention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

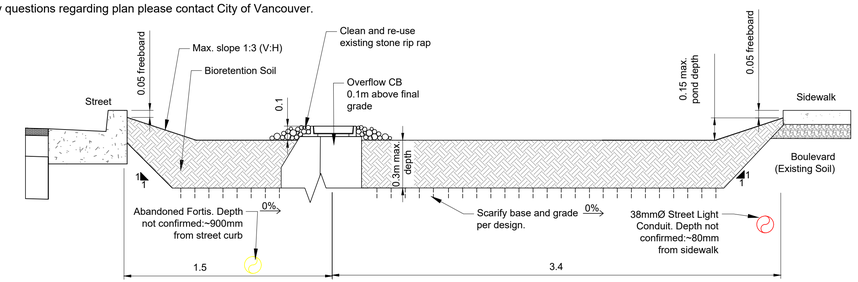
6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

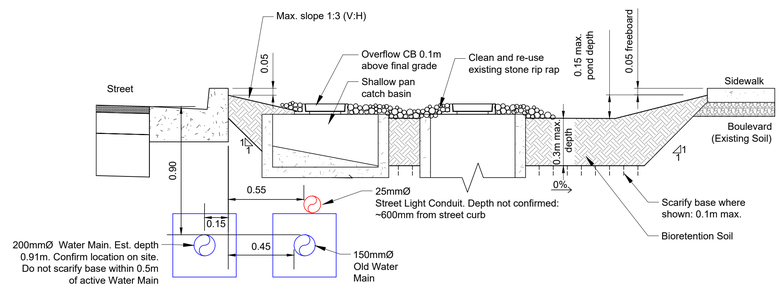
8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.



BB 07 **SECTION - Practice Seven**
Scale: 1:20



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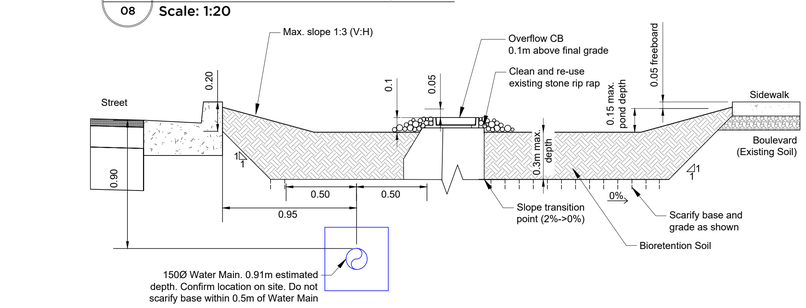
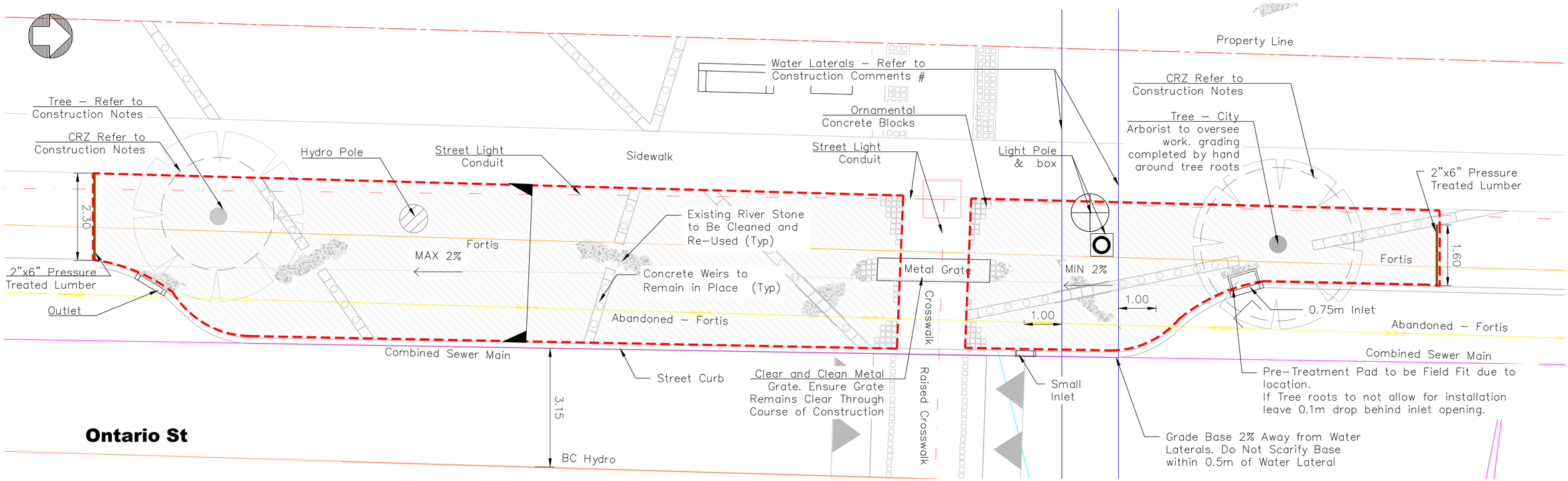
Scale: 1:20



BB 09 **SECTION - Practice Nine**
Scale: 1:20

CITY OF VANCOUVER	PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER	ENGINEERING SERVICES – CITY OF VANCOUVER		
			ENGINEER	Osvaldo Vega	604-829-9526	3				DESIGNED BY: OV/CR/SD	GREEN INFRASTRUCTURE BIORETENTION REHABILITATION PROJECT	SCALE: AS SHOWN
			PLANNER	Sheri DeBoer	604-296-2860	2				DRAFTED BY: OV/CR/SD		DATE: 2021-03-17
			PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD		CHECKED BY: RL	Practice 7-9 - Van Horne - Construction	DWG. NO. 2020-01-D-GI-05
	FILE NAME: ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg					0	90% Design Review	CR		DATE CHECKED: 0000-00-00		REV. N0. 1
												SHEET: 5 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\VanHorne\ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg DATE:Mar 17, 2021 - 5:36pm USER:PEH90



BB 10 **SITE PLAN - Practice Ten**
Scale: 1:50

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Lumber
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install 0.3m of Bioretention Soil and ensure finished level grading is according to design

5. Bioretention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

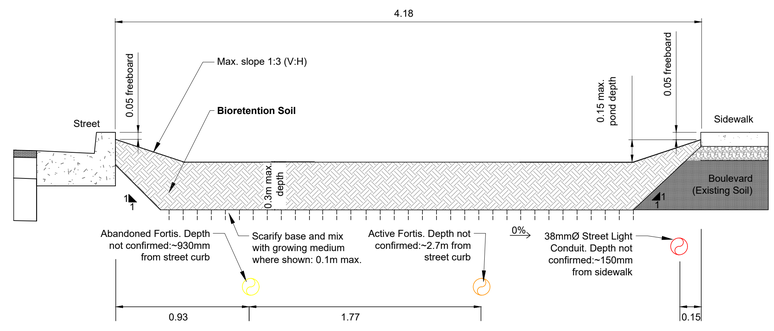
6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.



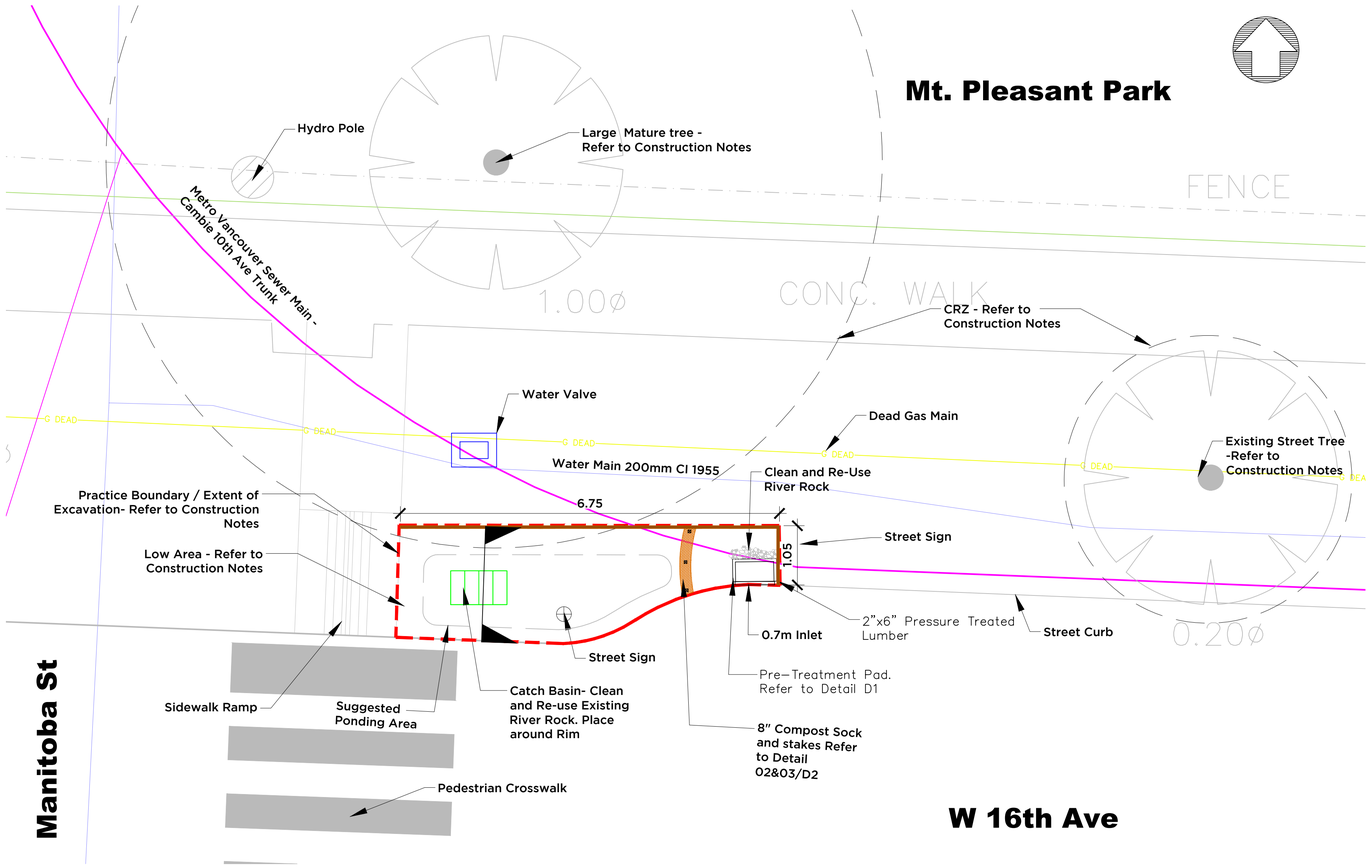
BB 10 **SECTION - Practice Ten**
Scale: 1:20

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER
		ENGINEER	Osvaldo Vega	604-829-9526	3			
		PLANNER	Sheri DeBoer	604-296-2860	2			
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD	
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg					0	90% Design Review	CR	

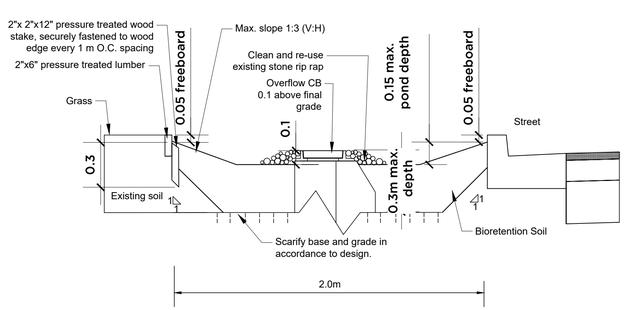
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-06
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	6 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice10 - Van Horne - Construction



BB 11 **SITE PLAN - Practice Eleven**
Scale: 1:50



BB 11 **SECTION - Practice Eleven**
Scale: 1:20

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Lumber
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install 0.3m of Bioretention Soil and ensure finished level grading is according to design.

5. Bioretention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG-GI-W16-BB-2020.dwg					0	90% Design Review	CR

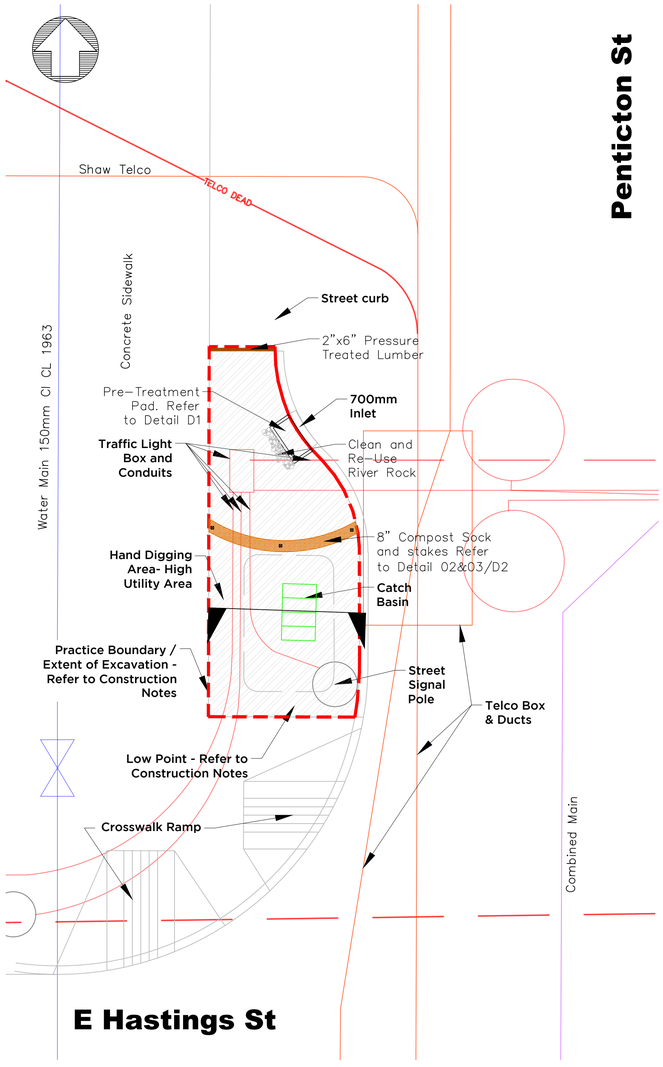
GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

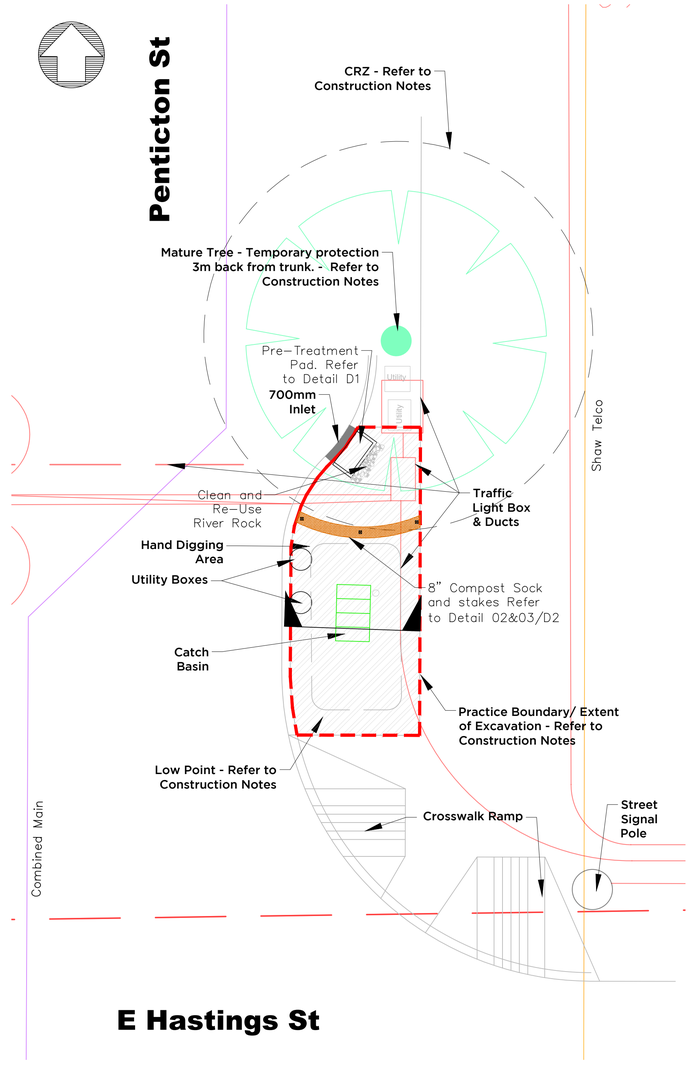
DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-07
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	7 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 11 - Manitoba St. & West 16th Ave - Construction

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\16th\Drawing Files\ENG-GI-W16-BB-2020.dwg DATE:Mar 17, 2021 - 5:39pm USER:PEH90



BB 12 SITE PLAN - Practice Twelve
Scale: 1:50



BB 13 SITE PLAN - Practice Thirteen
Scale: 1:50

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Lumber
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

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6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

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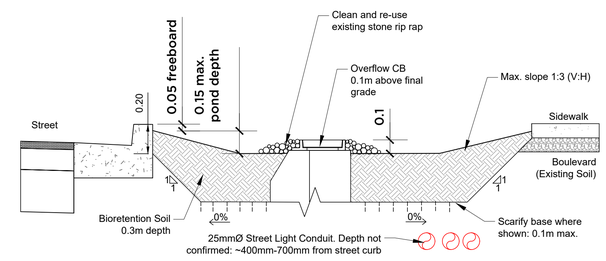
10. Any questions regarding plan please contact City of Vancouver.



BB 12 SECTION - Practice Twelve
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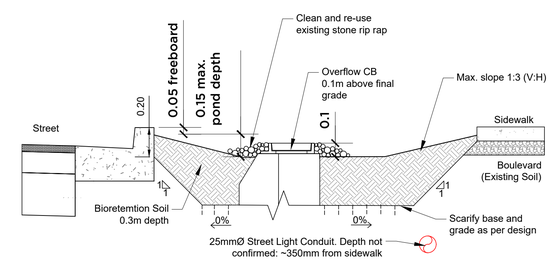


BB 13 SECTION - Practice Thirteen
Scale: 1:20

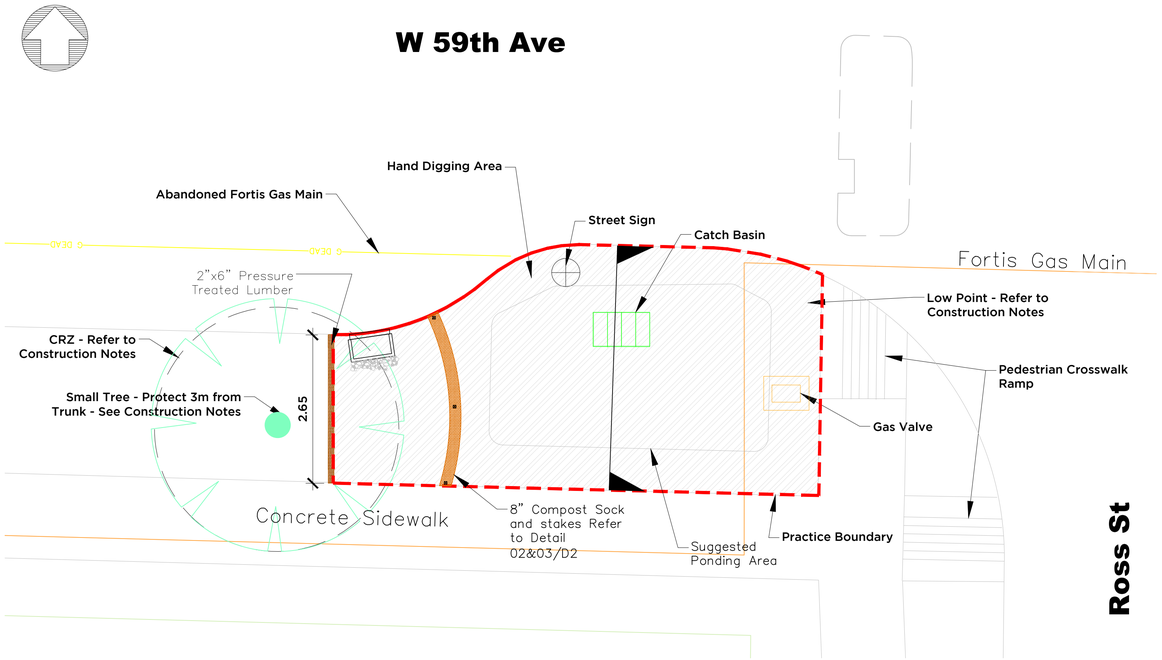
PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY	GREEN INFRASTRUCTURE ENGINEER
		ENGINEER	Osvaldo Vega	604-829-9526	3			
		PLANNER	Sheri DeBoer	604-296-2860	2			
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD	
FILE NAME: ENG-GI-PENTICTON-BB-2020_V2.dwg					0	90% Design Review	CR	

ENGINEERING SERVICES – CITY OF VANCOUVER

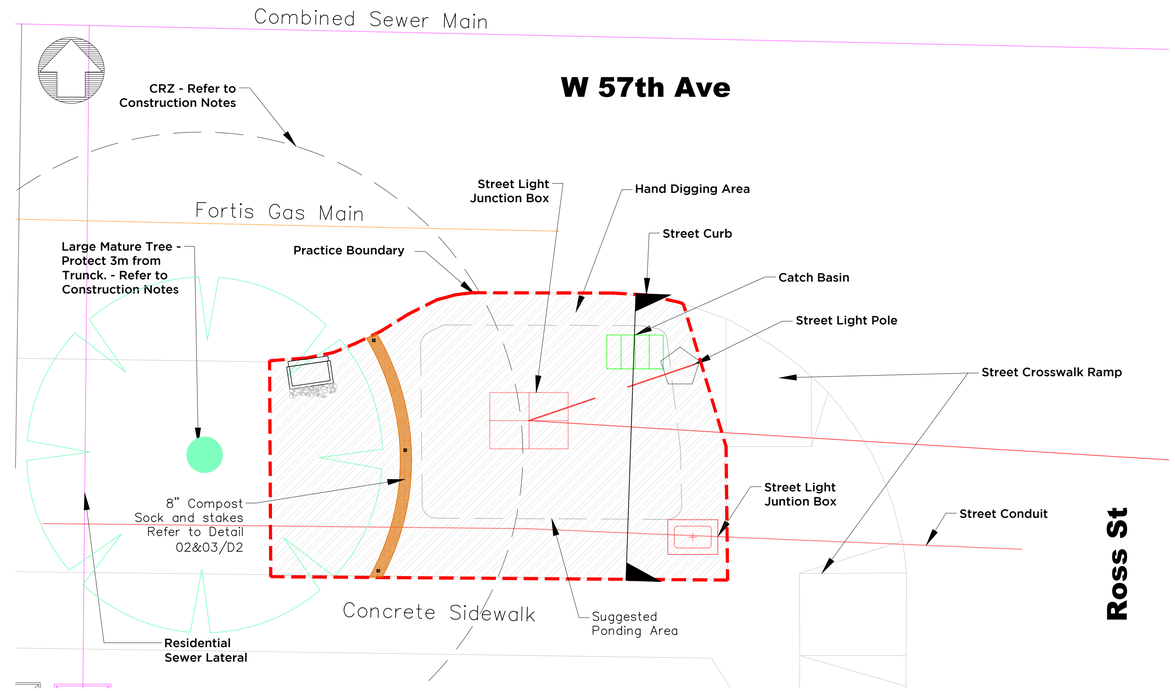
DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-08
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	8 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 12&13 - Penticton St. & Hastings St - Construction

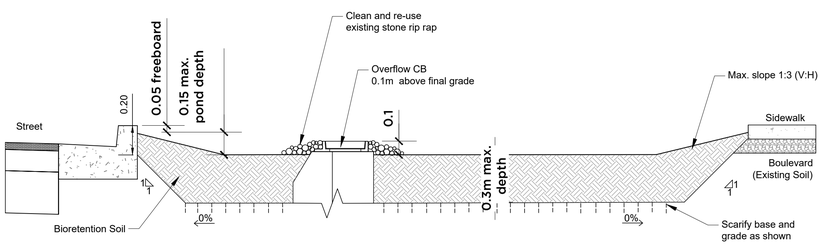
FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\Penticton\Drawing Files\ENG-GI-PENTICTON-BB-2020_V2.dwg DATE:Mar 17, 2021 - 5:51pm USER:PEH90



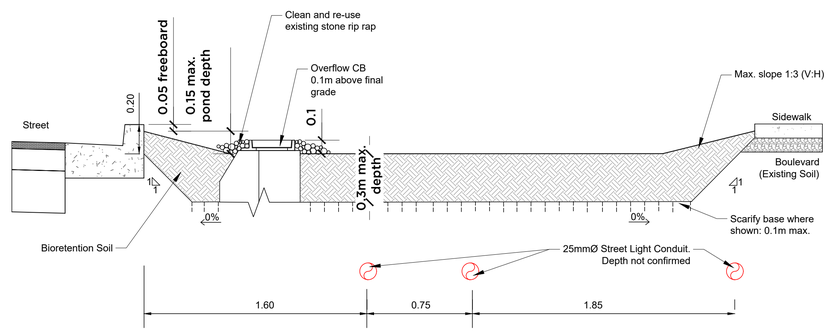
BB 14 **SITE PLAN - Practice Fourteen**
Scale: 1:50



BB 15 **SITE PLAN - Practice Fifteen**
Scale: 1:50



BB 14 **SECTION - Practice Fourteen**
Scale: 1:20



BB 15 **SECTION - Practice Fifteen**
Scale: 1:20

Legend

- Existing Tree to be Retained
- Critical Root Zone (CRZ)
- Limit of Construction
- 2" x 6" Pressure Treated Wood
- 300mm Depth Excavation

NOTES:

1. Final extent of excavation to be verified on site with City of Vancouver GI specialist - Refer to Construction Notes

2. The location of existing utilities is compiled from owner and utility supplied record drawings and are considered approximate only. The exact location and extent of utilities should be determined by consulting local authorities and utility companies concerned. The contractor shall verify the exact location and invert elevation by hand or hydrovac excavation before construction of utility crossings and shall be responsible for restoration of any damage to existing utilities. Any costs associated with utility conflicts that were not prelocated will be the contractor's responsibility.

3. All excavation within 1m of underground utility must be done by hand or hydrovac excavation only. Prior to excavation, contractor to obtain approval from utility owner - Refer to Construction Notes

4. Remove all verified existing vegetation, sod, and base material to 0.3m below finished elevation (unless specified otherwise on plan) and grade existing soil in accordance to the design grading. Scarify sub base to reduce compaction. Supply and Install 0.3m of Bioretention Soil and ensure finished level grading is according to design.

5. Bioretention Soil: REFER TO "32 91 23S GI Growing Medium and Finish Grading" spec.

6. Existing river stone to be cleared and cleaned. Re-install river stone around inlet, downstream of composite sock and catch basin only. Final locations of river stone to be verified on site with City of Vancouver GI specialist. - Refer to Construction Notes

7. Install pre-treatment pad at all inlet locations as per detail drawing 2020-01-D-GI-18. Refer to Construction Notes

8. Contractor is responsible for monitoring for rain events and providing coverage over exposed soil during course of construction. Contractor to provide clear drainage from inlet to catch basin with a non-permeable ground cover over exposed soil and any non-planted areas in rain events over 1mm / hour that occur during course of construction. - Refer to Construction Notes for full Erosion Control Requirements

9. Ensure low points are bermed with growing medium to preserve ponding in the designated area and avoid overflow to pedestrian areas.

10. Any questions regarding plan please contact City of Vancouver.

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG-GI-ROSS-BB-2020.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

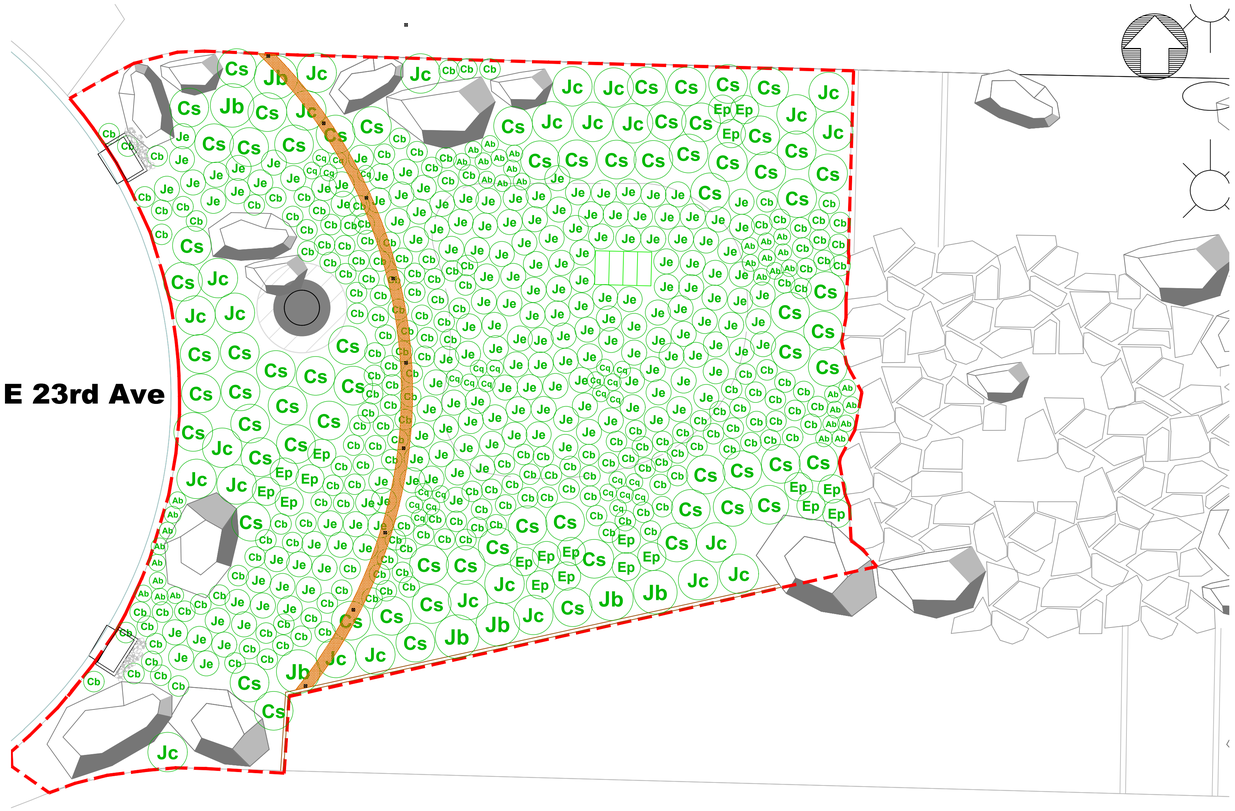
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

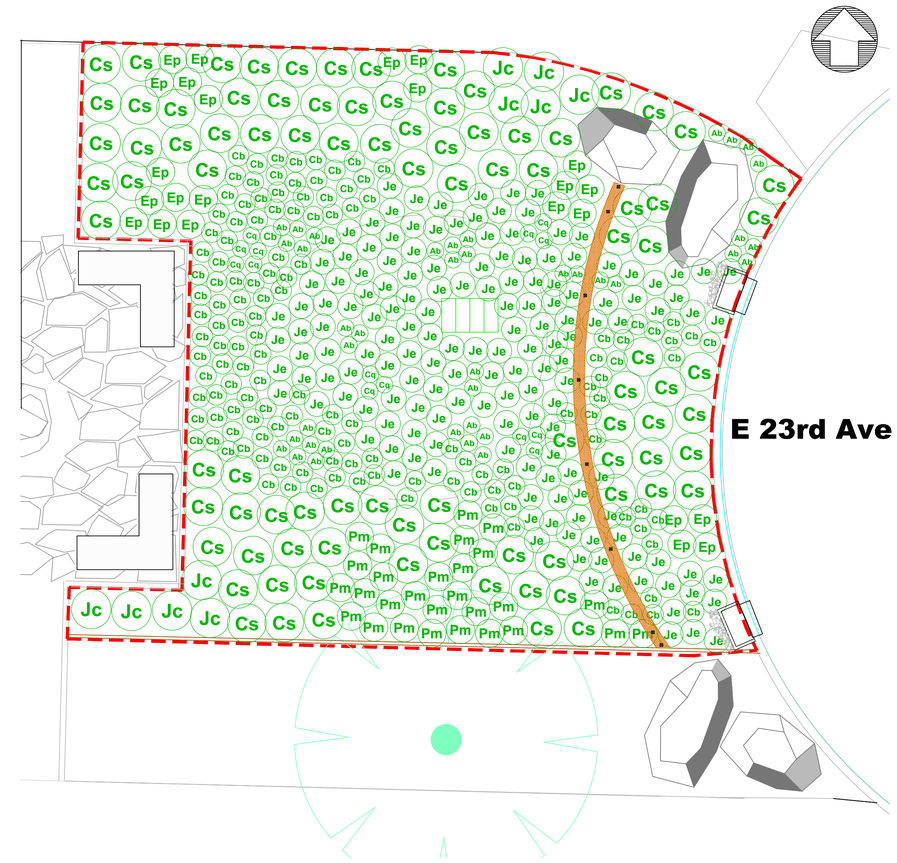
GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 14&15 - Ross Park - Construction

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-09
REV. N0.	1
SHEET:	9 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\Ross\Drawing Files\ENG-GI-ROSS-BB-2020.dwg DATE:Mar 17, 2021 - 5:43pm USER:PEH90



RG 01 **Site Plan - Practice One**
Scale: 1:50



RG 02 **Site Plan- Practice Two**
Scale: 1:50

Legend

Existing Tree to be Retained

---- Limit of Construction

PLANTING LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
SHRUBS				
Dc	73	Cornus sericea 'Kelseyi' Dwarf	Dwarf Kelseyi Dogwood	#4 pot @ 70cm o.c.
Jc	27	Juniperus chinensis 'Daubs Frosted'	Daubs Frosted Juniper	#4 pot @ 70cm o.c.
GRASSES				
Cb	204	Carex flacca	Blue sedge	#1 pot @ 35cm o.c.
Je	178	Juncus effusus	Common rush	#1 pot @ 45cm o.c.
PERENNIALS				
Ab	37	Aster oblongifolius 'Raydons Favorite'	Raydons Favorite Aster	#1 pot @ Scattered
Cq	28	Camassia quamash	Common camas	#1 pot @ Scattered
Ep	21	Echinacea purpurea 'Kim's Knee High'	Dwarf purple coneflower	#1 pot @ As Shown
GROUNDCOVER				
Jb	8	Juniperus conferta 'Blue Pacific'	Blue Pacific Shore Juniper	#4 pot @ 150cm o.c.

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 80mm depth of composted double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

PLANTING LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
SHRUBS				
Dc	92	Cornus sericea 'Kelseyi' Dwarf	Dwarf Kelseyi Dogwood	#4 pot @ 70cm o.c.
Jc	11	Juniperus chinensis 'Daubs Frosted'	Daubs Frosted Juniper	#4 pot @ 70cm o.c.
GRASSES				
Cb	137	Carex flacca	Blue sedge	#1 pot @ 35cm o.c.
Je	160	Juncus effusus	Common rush	#1 pot @ 45cm o.c.
FERNS				
Pm	29	Polystichum munitum	Western sword fern	#2 pot @ 60cm o.c.
PERENNIALS				
Ak	40	Aster oblongifolius 'Raydons Favorite'	Raydons Favorite Aster	#1 pot @ Scattered
Cq	15	Camassia quamash	Common camas	#1 pot @ Scattered
Ep	25	Echinacea purpurea 'Kim's Knee High'	Dwarf purple coneflower	#1 pot @ As Shown

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Tupper - V2.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

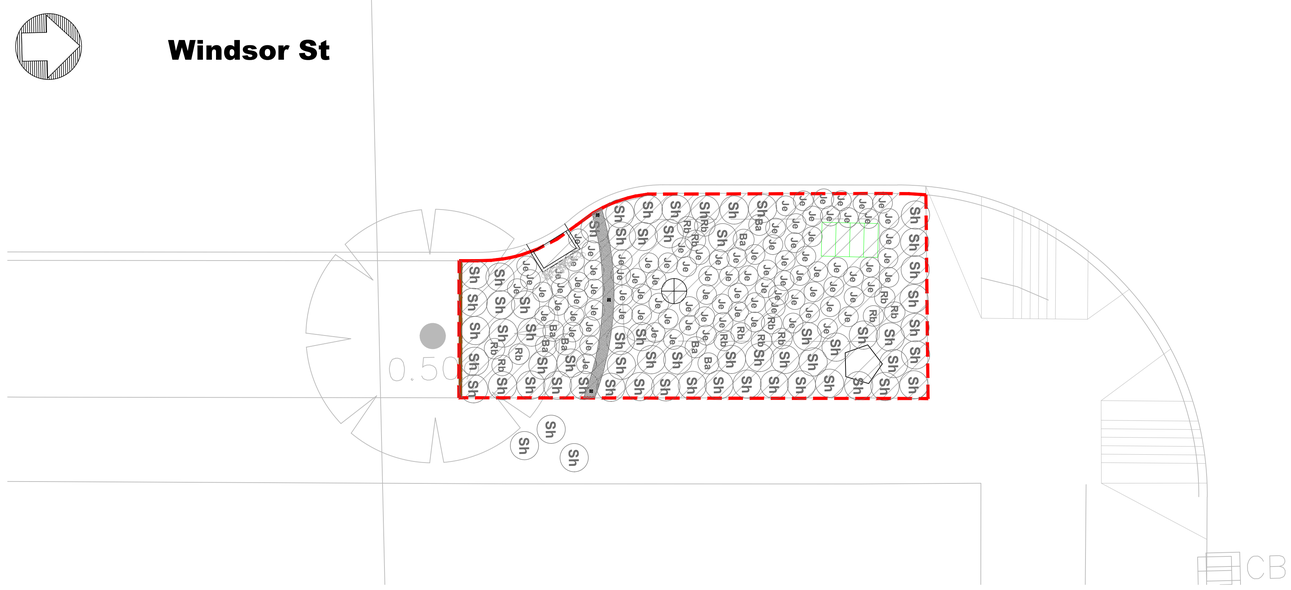
DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 1&2- Tupper - Planting Plan

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-10
REV. N0.	1
SHEET:	10 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Tupper\ENG - GI - Bioretention Rehab 2019 - Tupper - V2.dwg DATE:Mar 17, 2021 - 5:28pm USER:PEH90

BB 03 **SITE PLAN - Practice Three**
Scale: 1:50



BB 04 **SITE PLAN - Practice Four**
Scale: 1:50

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

PLANTING LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Je	101	Juncus effusus	Soft Rush	#1 pot @ 35cm o.c.
Sh	229	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
PERENNIALS				
Rb	58	Rudbeckia fulgida v. deamii	Black eyed susan	#1 pot @ Scattered
Ba	48	Baptisia australis v. minor	Dwarf false indigo	#1 pot @ Scattered

Legend

Existing Tree to be Retained

Limit of Construction

PLANTING LIST

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Je	98	Juncus effusus	Soft Rush	#1 pot @ 35cm o.c.
Sh	65	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
PERENNIALS				
Rb	16	Rudbeckia fulgida v. deamii	Black eyed susuan	#1 pot @ Scattered
Ba	8	Baptisia australis v. minor	Dwarf false indigo	#1 pot @ Scattered

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Windsor.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

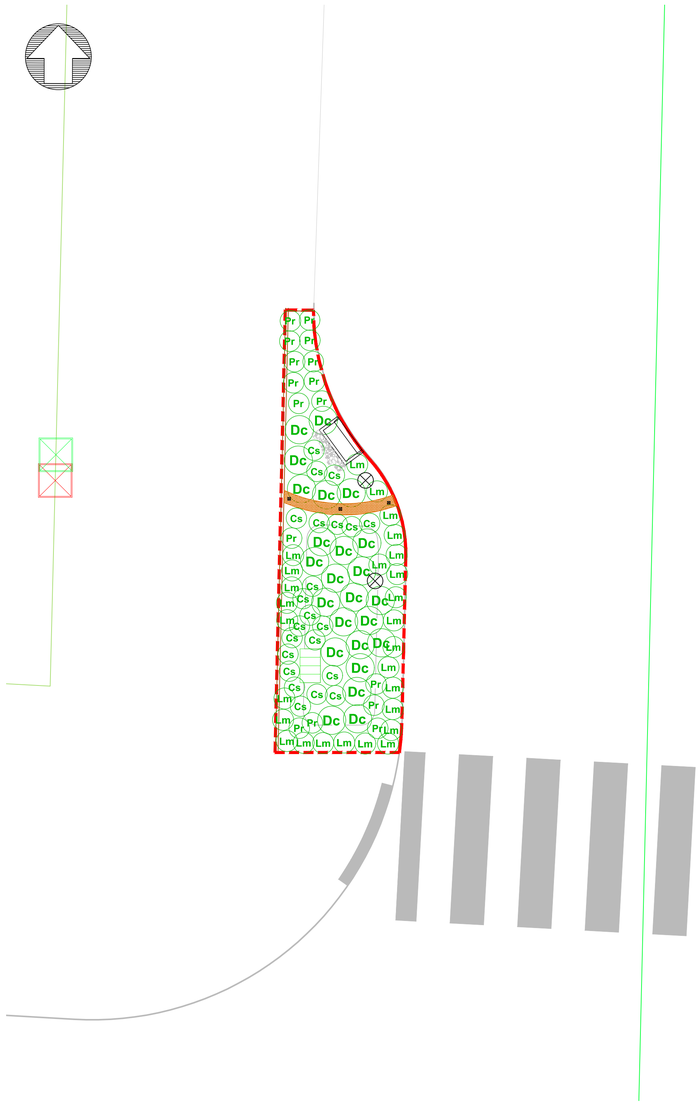
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

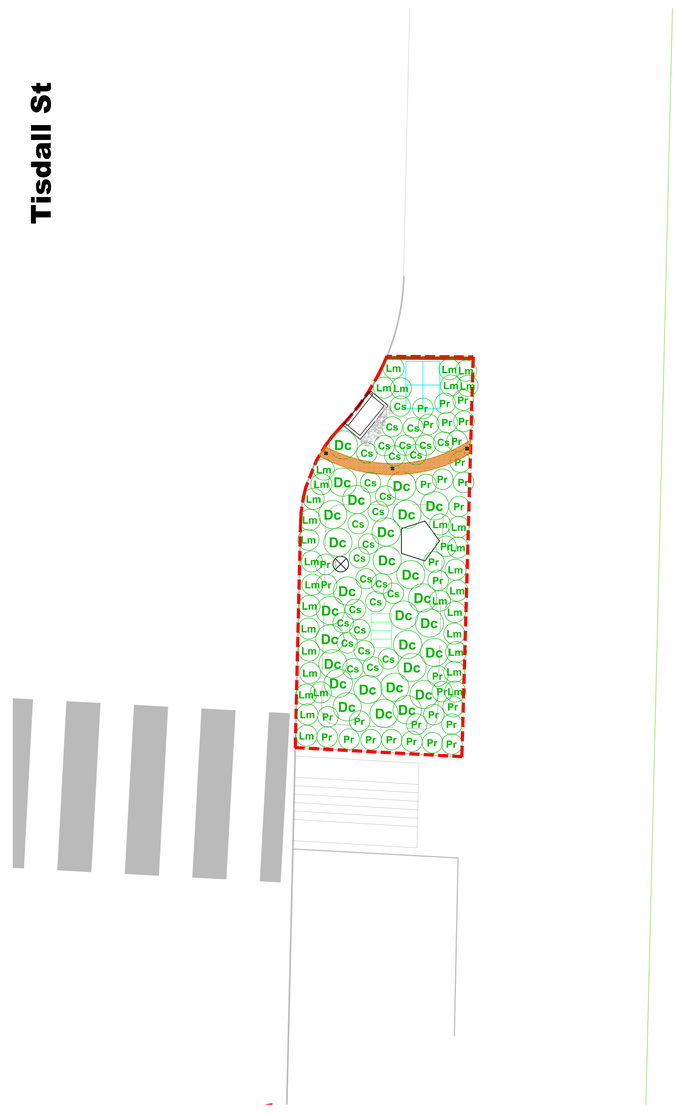
GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 3&4- Windsor & 23rd - Planting Plan

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-11
REV. N0.	1
SHEET:	11 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Windsor\ENG - GI - Bioretention Rehab 2019 - Windsor.dwg DATE:Mar 17, 2021 - 5:37pm USER:PEH90



BB 05 **SITE PLAN - Practice Five**
Scale: 1:50



BB 06 **SITE PLAN- Practice Six**
Scale: 1:50

Legend

---- Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

PLANTING LIST

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	GRASSES				
Dc	Dc	26	Deschampsia cespitosa 'Goldtau'	Gold dew tufted hair grass	#1 pot @ 50cm o.c.
Cs	Cs	29	Carex stipata	Sawbeak sedge	#1 pot @ 35cm o.c.
	PERENNIALS				
Pr	Pr	40	Phlomis russeliana	Turkish sage	#1 pot @ 35cm o.c.
Lm	Lm	21	Liriope muscari	Lilyturf	#1 pot @ 35cm o.c.

PLANTING LIST

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	GRASSES				
Dc	Dc	25	Deschampsia cespitosa 'Goldtau'	Gold dew tufted hair grass	#1 pot @ 50cm o.c.
Cs	Cs	21	Carex Stipata	Sawbeak Sedge	
	PERENNIALS				
Pr	Pr	12	Phlomis russeliana	Turkish sage	#1 pot @ 35cm o.c.
Lm	Lm	36	Liriope muscari	Lilyturf	#1 pot @ 35cm o.c.

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Tisdall.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 5&6- Tisdall St. & W 48th - Planting Plan

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-12
REV. N0.	1
SHEET:	12 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Tisdall\ENG - GI - Bioretention Rehab 2019 - Tisdall.dwg DATE:Mar 17, 2021 - 5:32pm USER:PEH90

BB 07 **SITE PLAN-Practice Seven**
Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Je	130	Juncus effusus	Dense sedge	#1 pot @ 35cm o.c.
Sh	87	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
PERENNIALS				
Is	20	Iberis Sempervirens'	Candy Tuft	#1 pot @ 45cm o.c.
Am	31	Anaphalis margaritacea	Pearly everlasting	#1 pot @ 45cm o.c.
It	11	Iris tenax	Toughleaf iris	#1 pot @ Scattered

BB 08 **SITE PLAN - Practice Eight**
Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Je	91	Juncus effusus	Dense sedge	#1 pot @ 35cm o.c.
Sh	50	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
PERENNIALS				
Is	12	Iberis Sempervirens	Candy Tuft	#1 pot @ 45cm o.c.
Am	13	Anaphalis margaritacea	Pearly everlasting	#1 pot @ 45cm o.c.
It	0	Iris tenax	Toughleaf iris	#1 pot @ Scattered

Legend

- Existing Tree to be Retained
- Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

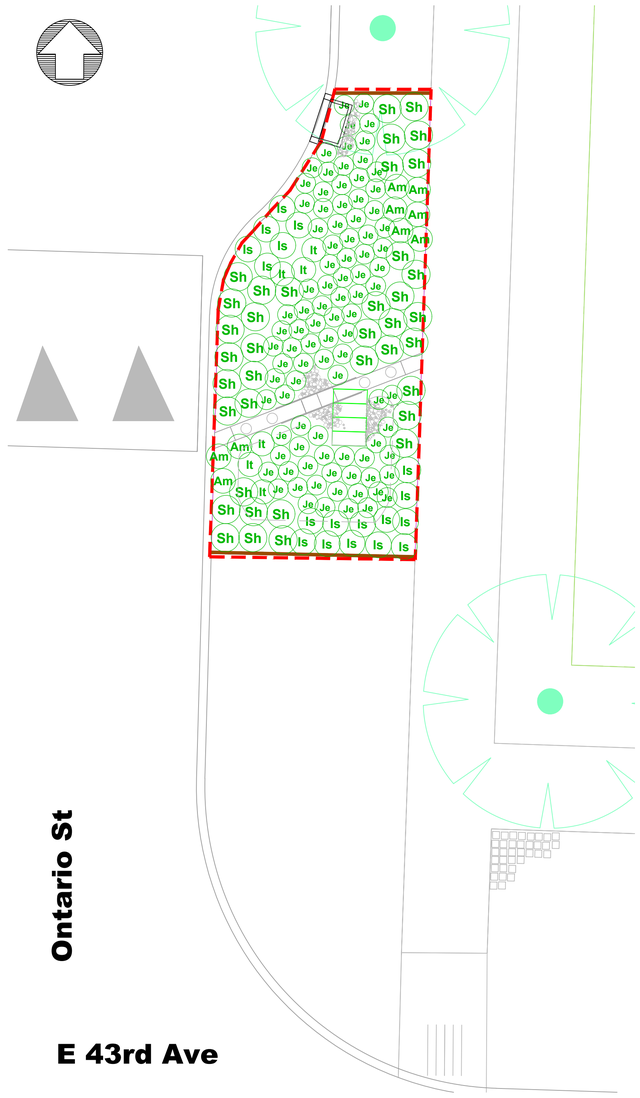
4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications.

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.



BB 09 **SITE PLAN - Practice Nine**
Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Je	95	Juncus effusus	Dense sedge	#1 pot @ 35cm o.c.
Sh	39	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
PERENNIALS				
Is	19	Iberis Sempervirens	Candy Tuft	#1 pot @ 45cm o.c.
Am	10	Anaphalis margaritacea	Pearly everlasting	#1 pot @ 45cm o.c.
It	6	Iris tenax	Toughleaf iris	#1 pot @ Scattered

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

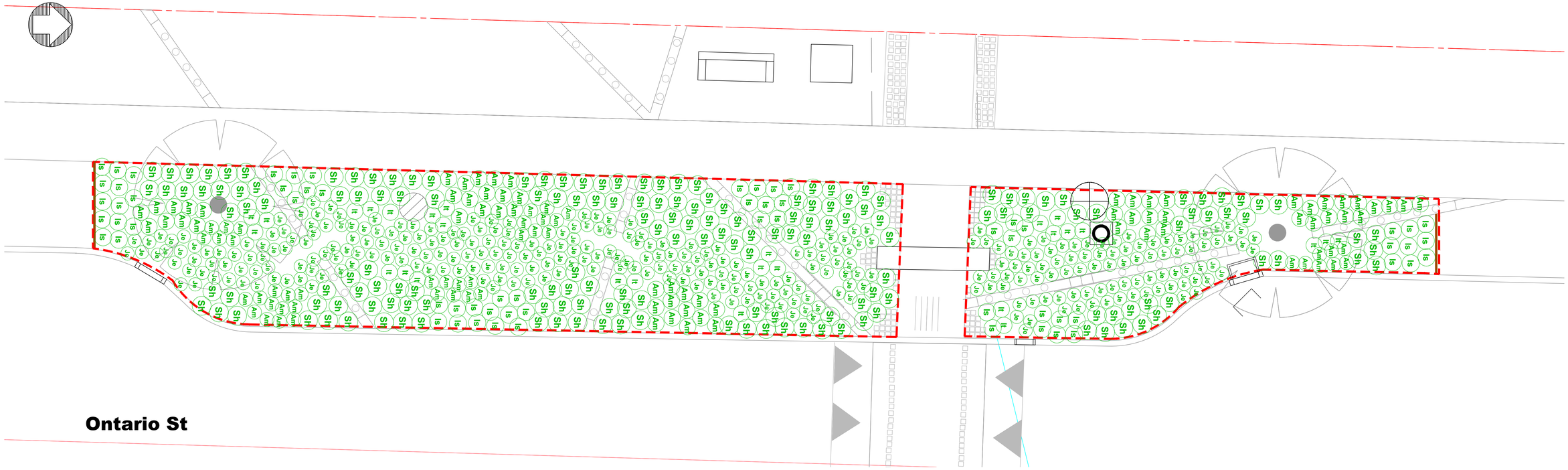
ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 7-9 - Van Horne - Planting Plan

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-13
REV. N0.	1
SHEET:	13 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\VanHorne\ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg DATE:Mar 17, 2021 - 5:34pm USER:PEH90



BB 10 **PLANTING PLAN - Practice Ten**
Scale: 1:50

Legend

Existing Tree to be Retained

---- Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

PLANTING LIST

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	GRASSES				
Je	Je	323	Juncus effusus	Dense sedge	#1 pot @ 35cm o.c.
Sh	Sh	174	Sporobolus heterolepis	Prairie dropseed	#1 pot @ 50cm o.c.
	PERENNIALS				
Is	Is	66	Iberis Sempervirens	Candy Tuft	#1 pot @ 45cm o.c.
Am	Am	106	Anaphalis margaritacea	Pearly everlasting	#1 pot @ 45cm o.c.
It	It	33	Iris tenax	Toughleaf iris	#1 pot @ Scattered

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg					0	90% Design Review	CR

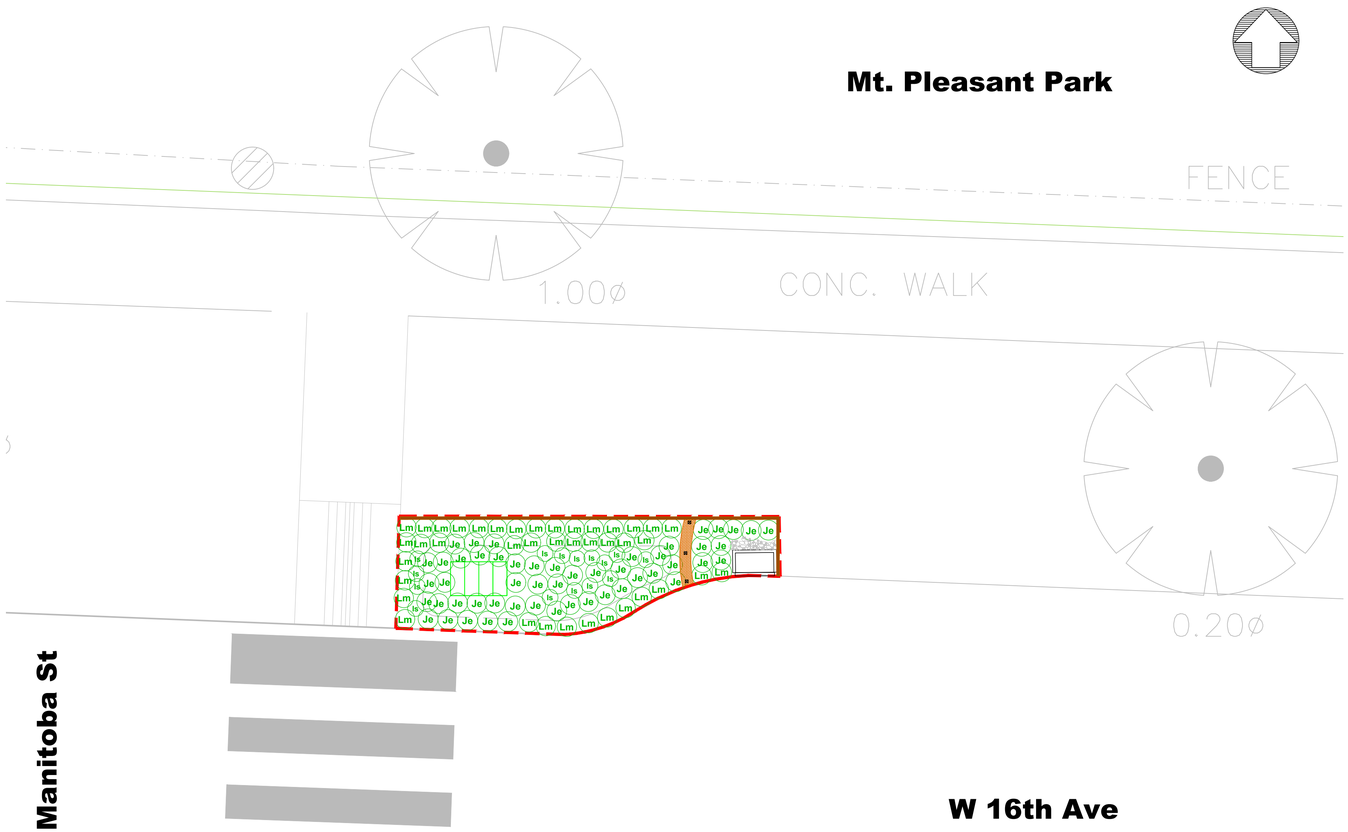
GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-14
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	14 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 10 - Van Horne - Planting Plan

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\VanHorne\ENG - GI - Bioretention Rehab 2019 - Van Horne_2.dwg DATE:Mar 17, 2021 - 5:34pm USER:PEH90



BB 11 **SITE PLAN - Practice Eleven**
Scale: 1:50

Legend

- Existing Tree to be Retained
- Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

PLANTING LIST

	CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
	GRASSES				
Je	Je	53	Juncus effusus	Soft rush	#1 pot @ 35cm o.c.
Lm	Lm	43	Liriope muscari	Lilyturf	#1 pot @ 35cm o.c.
	PERENNIALS				
Is	Is	15	Iris sibirica	Siberian Iris	#1 pot - As Shown

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG-GI-W16-BB-2020.dwg					0	90% Design Review	CR

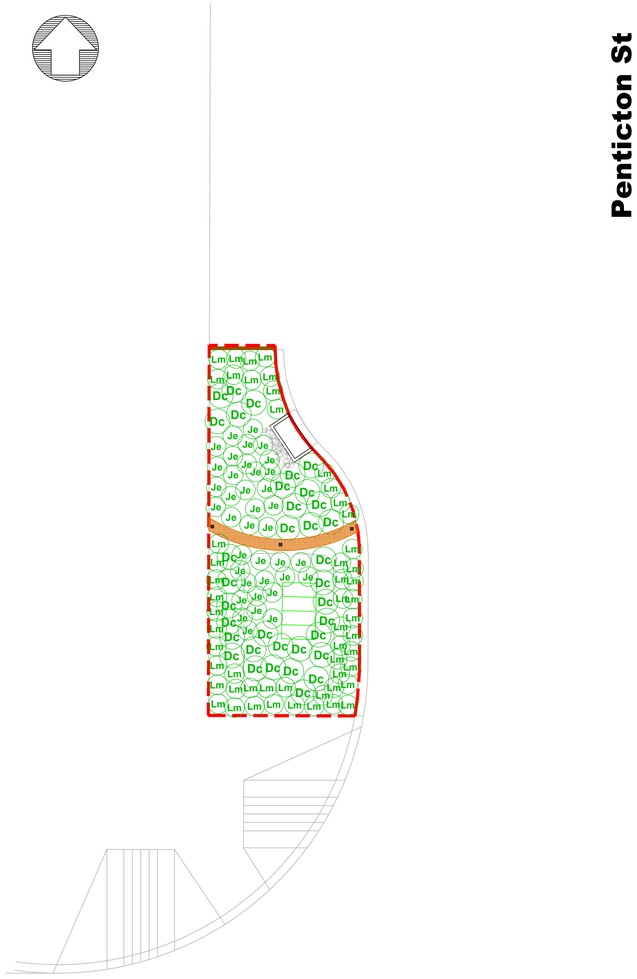
GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-15
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	15 OF 19

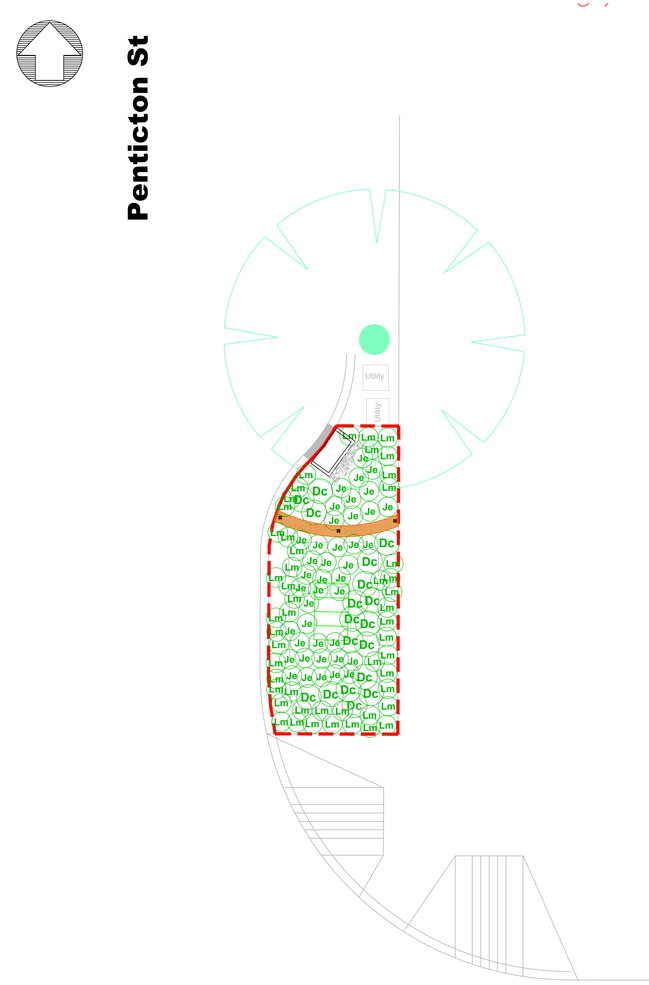
GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 11 - Manitoba St. & West 16th Ave - Planting Plan

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\16th\Drawing Files\ENG-GI-W16-BB-2020.dwg DATE:Mar 17, 2021 - 5:39pm USER:PEH90



BB 12 **SITE PLAN - Practice Twelve**
Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Dc	35	Deschampsia cespitosa 'Goldtau'	Gold Dew Tufted Hair Grass	#1 pot @ 45cm o.c.
Je	38	Juncas effusus	Soft rush	#1 pot @ 35cm o.c.
PERENNIALS				
Lm	55	Liriope muscari	Lilyturf	#1 pot @ 30cm o.c.



BB 13 **SITE PLAN - Practice Thirteen**
Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Dc	23	Deschampsia cespitosa 'Goldtau'	Gold Dew Tufted Hair Grass	#1 pot @ 45cm o.c.
Je	41	Juncas effusus	Soft Rush	#1 pot @ 35cm o.c.
PERENNIALS				
Lm	48	Liriope muscari	Lilyturf	#1 pot @ 45cm o.c.

Legend

Existing Tree to be Retained

Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG-GI-PENTICTON-BB-2020_V2.dwg					0	90% Design Review	CR

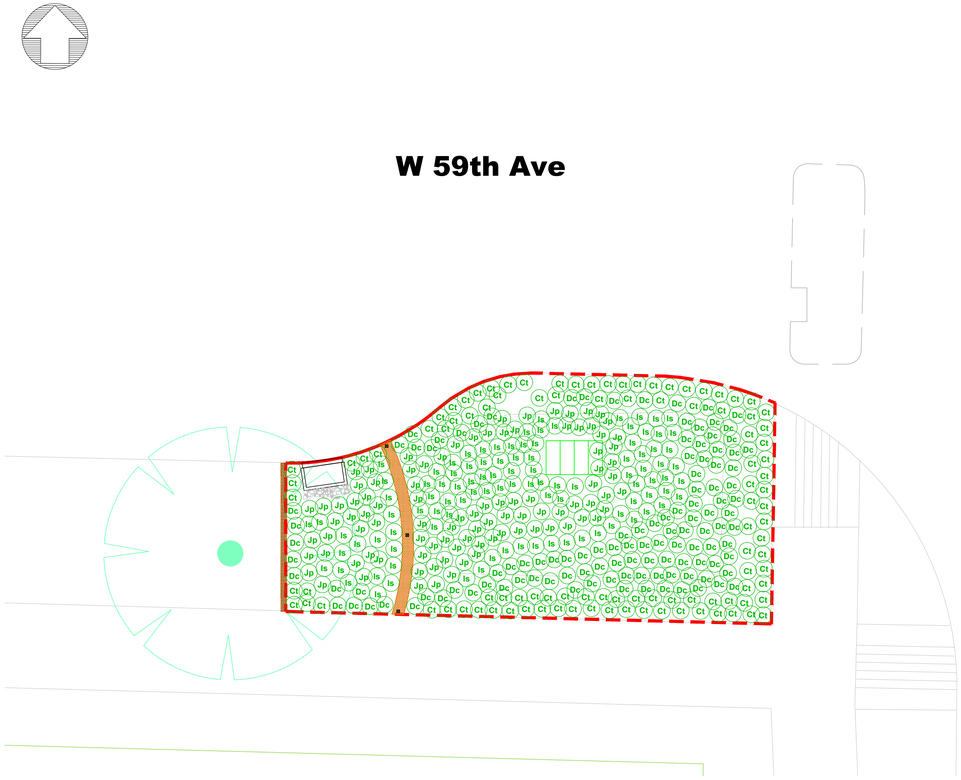
GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-16
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	16 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 12&13 - Penticton St. & Hastings St - Planting Plan

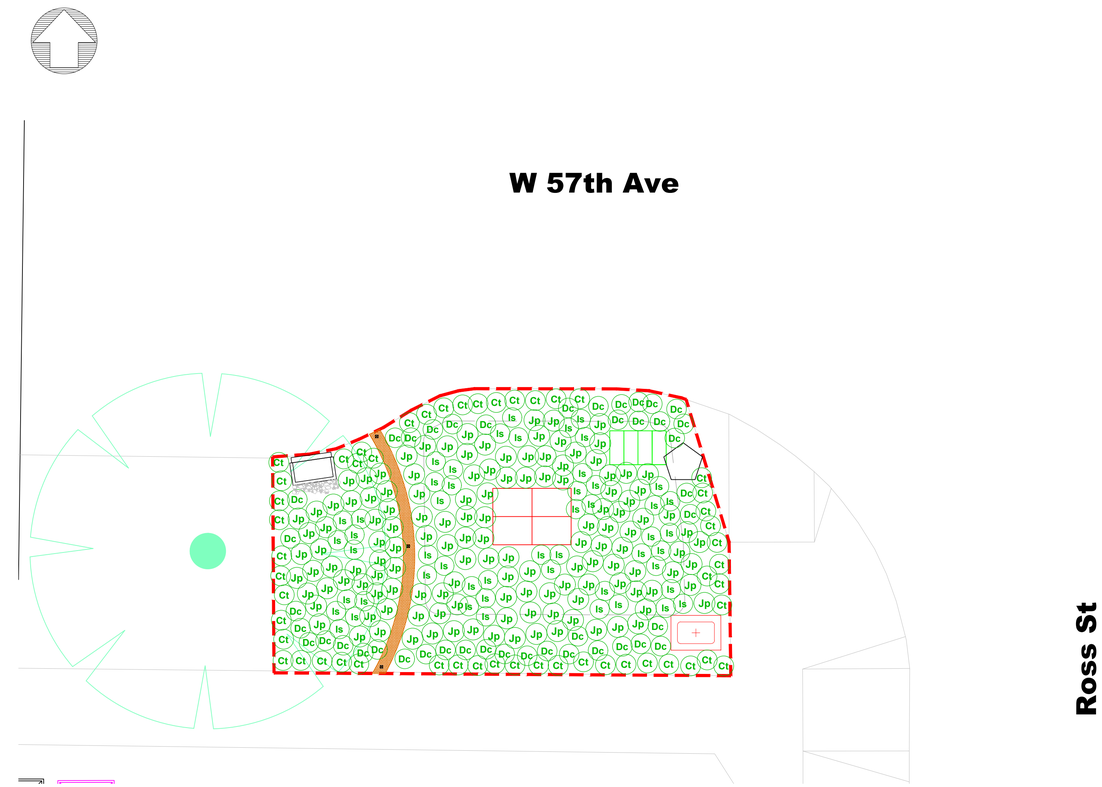
FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\Penticton\Drawing Files\ENG-GI-PENTICTON-BB-2020_V2.dwg DATE:Mar 17, 2021 - 5:51pm USER:PEH90



BB 14 SITE PLAN - Practice Fourteen

Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Ct	102	Carex testacea	New Zealand Orange Sedge	#1 pot @ 30cm o.c.
Dc	115	Deschampsia cespitosa	Tufted Hair Grass	#1 pot 30cm o.c
Jp	98	Juncas patens	Spreading Rush	#1 pot @ 30cm o.c.
PERENNIALS				
Is	102	Iris siberica	Siberian Iris	#1 pot @ 30cm o.c



BB 15 SITE PLAN - Practice Fifteen

Scale: 1:50

PLANTING LIST				
CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/SPECIFICATION
GRASSES				
Ct	52	Carex testacea	New Zealand Orange Sedge	#1 pot @ 30cm o.c.
Dc	43	Deschampsia cespitosa	Tufted Hair Grass	#1 pot 30cm o.c
Jp	137	Juncas patens	Spreading Rush	#1 pot @ 30cm o.c.
PERENNIALS				
Is	50	Iris siberica	Siberian Iris	#1 pot @ 30cm o.c

Legend

Existing Tree to be Retained

Limit of Construction

GENERAL PLANTING NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. Plant material to be locally grown from nurseries in the Pacific Northwest of British Columbia or Washington.

3. Plants to be nursery grown unless noted otherwise.

4. Contractor to confirm plant quantities on drawing correspond to those indicated on the plant list. Contractor will report any deiscrepancies to consultant for review and response.

5. Plant list to be read in conjunction with specifications**.**

6. Mulch planting area after installation of plant material with 50-75mm depth of well aged (min. 6 months) double or triple shredded bark mulch, dark brown in colour.

7. Any substitutions to be approved with the Landscape Designer prior to installation.

8. Any questions regarding planting plan please contact the Landscape Designer at (604) 707-5434.

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG-GI-ROSS-BB-2020.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

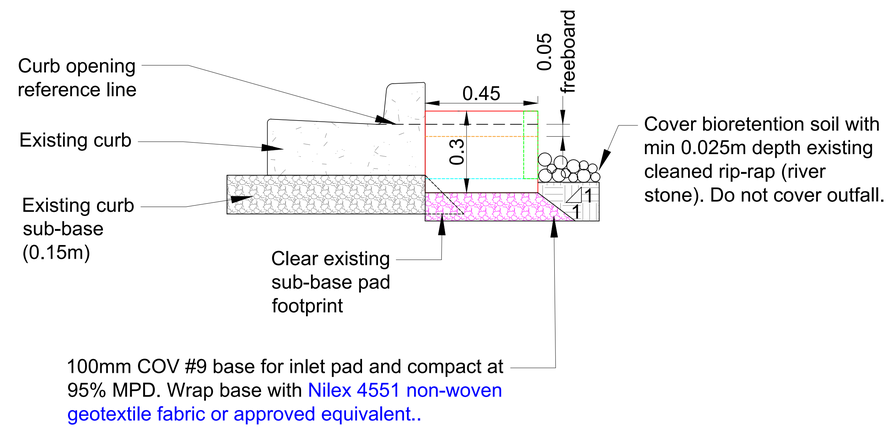
GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Practice 14&15 - Ross Park - Planting Plan

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-17
REV. N0.	1
SHEET:	17 OF 19

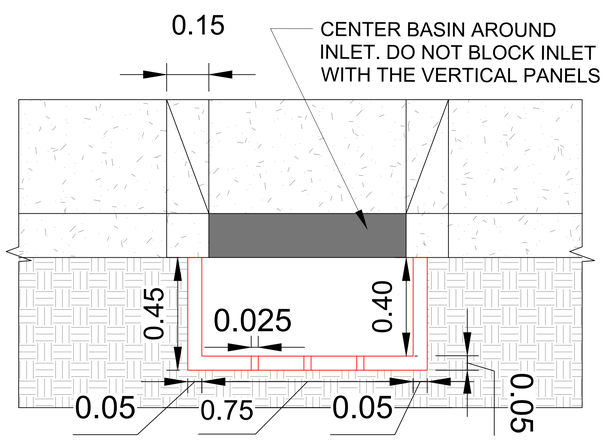
FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2020\Ross\Drawing Files\ENG-GI-ROSS-BB-2020.dwg DATE:Mar 17, 2021 - 5:43pm USER:PEH90

GENERAL NOTES:

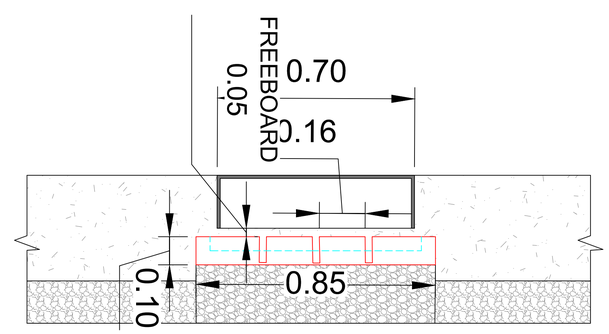
1. CIP Pre-Treatment Pad measurements and dimensions shown. Field fit as necessary.
2. Place 100mm of COV #9 for concrete pad base. Wrap base with non woven geotextile
3. If treatment pad does not fit due to roots being more superficial than expected, Refer to detail 04/D3. Install horizontal slap only along with 100mm of COV #9. Ensure a minimum 100mm drop below inlet opening



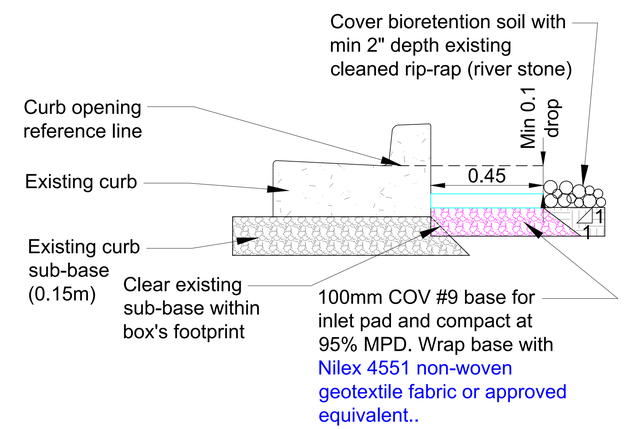
1 D3 **Inlet Pre-Treatment Pad Side View**
Scale: 1:10



2 D3 **Inlet Pre-Treatment Plan View**
Scale: 1:10



3 D3 **Inlet Pre-Treatment Front View**
Scale: 1:10



4 D3 **Inlet Pre-Treatment Pad Side View (for Shallow Roots)**
Scale: 1:10

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Biorestoration Details v2.dwg					0	90% Design Review	CR

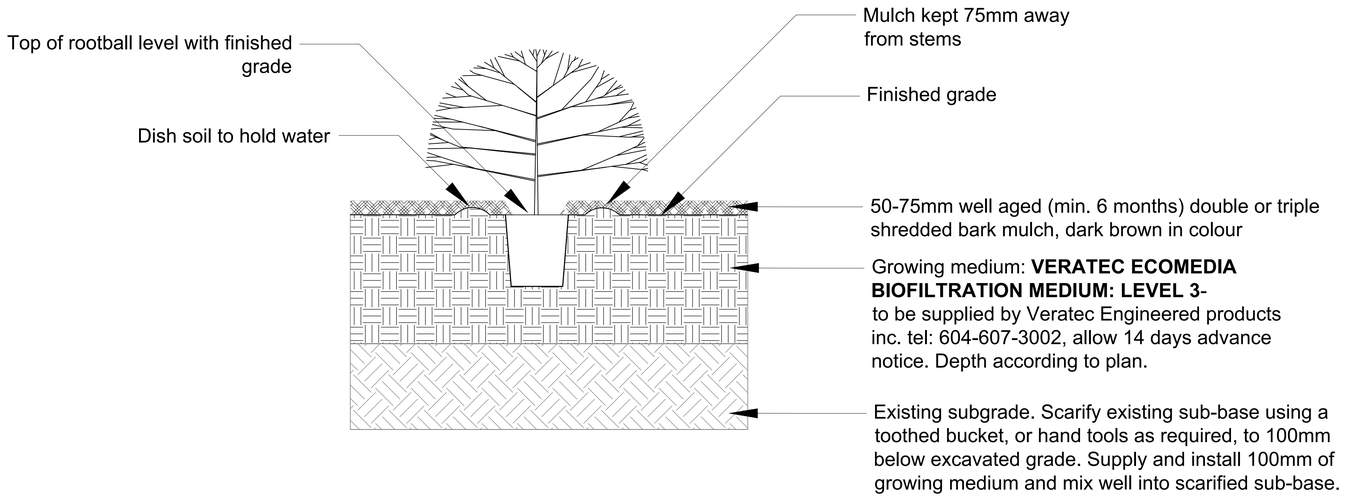
GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD	SCALE:	AS SHOWN
DRAFTED BY:	OV/CR/SD	DATE:	2021-03-17
CHECKED BY:	RL	DWG. NO.	2020-01-D-GI-20
DATE CHECKED:	0000-00-00	REV. N0.	1
		SHEET:	18 OF 19

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Details 3 - Pre-Treatment Pad Alternatives

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Details\ENG - GI - Biorestoration Details v2.dwg DATE:Mar 17, 2021 - 5:16pm USER:PEH90



1 D2 **Shrub Planting Detail**
Scale: 1:10

GENERAL NOTES:

1. All plants and planting are to conform to the standards specified in the latest edition of the **Canadian Landscape Standard.** The standard is published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

2. 2"x2"x20" pressure treated wood stakes to be used to secure compost stock to soil.

3. Max 1.5m spacing between stakes for compost sock.

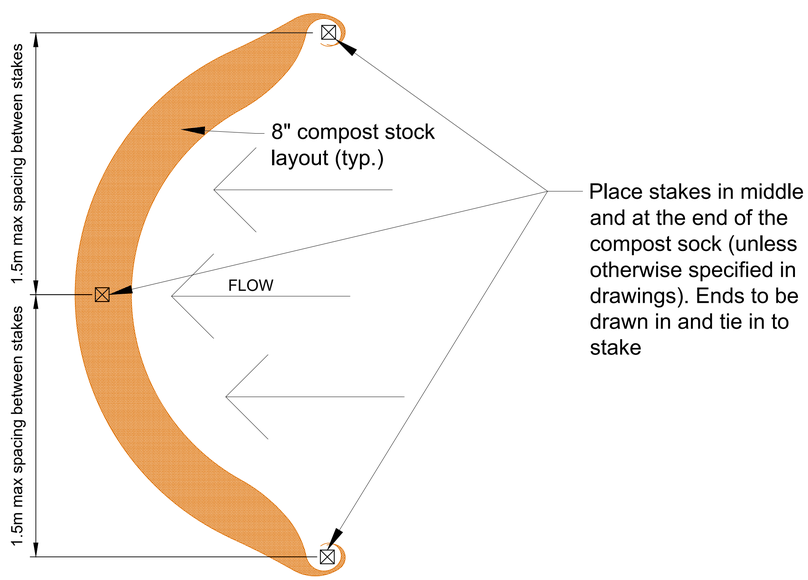
4. Begin placement of the stakes starting from the middle of the transverse width of the bioretention towards the edges.

5. Excess sock material to be drawn in and tied off to stake at both ends.

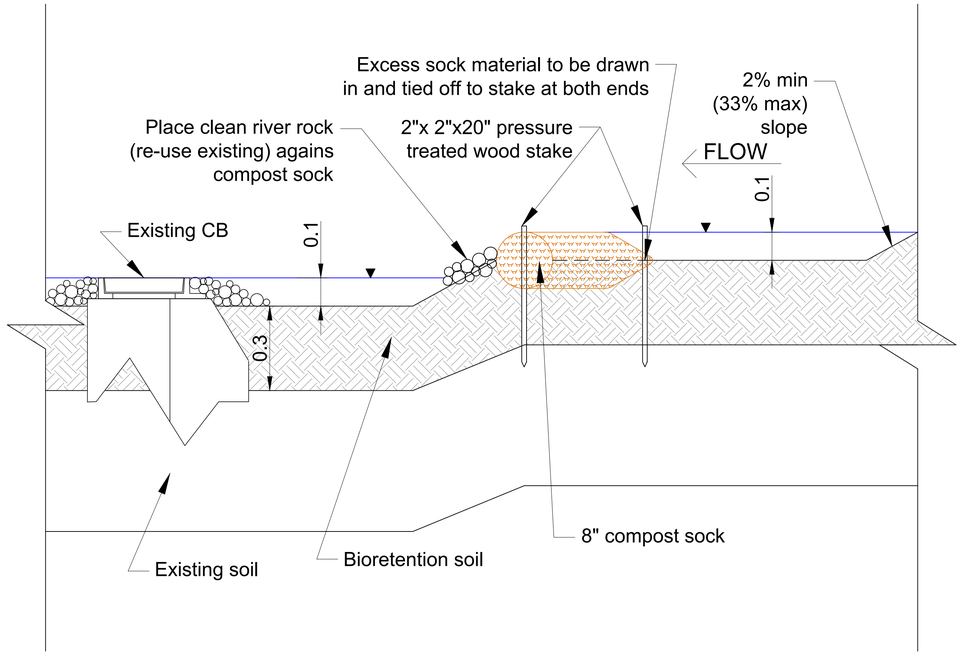
6. Ponding shown in detail 03/D2 may be adjusted according to field conditions and to the discretion of the GI inspector.

7. Existing river stone to be cleared and cleaned.

8. Any questions regarding plan please contact City of Vancouver



2 D2 **Composite Sleeve 8" Plan View**
Scale: 1:25



3 D2 **Composite Sleeve 8" Placement for Terraced Ponding**
Scale: 1:10

CITY OF VANCOUVER

PROJECT WBS		CONTACT INFORMATION			REVISIONS		BY
		ENGINEER	Osvaldo Vega	604-829-9526	3		
		PLANNER	Sheri DeBoer	604-296-2860	2		
		PLANNER	Connor Redman	604-707-5434	1	Issue For Tender	SD
FILE NAME: ENG - GI - Biorestoration Details v2.dwg					0	90% Design Review	CR

GREEN INFRASTRUCTURE ENGINEER

ENGINEERING SERVICES – CITY OF VANCOUVER

DESIGNED BY:	OV/CR/SD
DRAFTED BY:	OV/CR/SD
CHECKED BY:	RL
DATE CHECKED:	0000-00-00

GREEN INFRASTRUCTURE
BIORETENTION REHABILITATION PROJECT
Details 2- Shrub Planting and Composite Sleeve

SCALE:	AS SHOWN
DATE:	2021-03-17
DWG. NO.	2020-01-D-GI-19
REV. N0.	1
SHEET:	19 OF 19

FILE: H:\GREEN INFRASTRUCTURE\13-8100-40 - Green Infrastructure Case Files\ENG - GI - Bioretention Rehab 2021 [2019]\11 - Design\Details\ENG - GI - Biorestoration Details v2.dwg DATE:Mar 17, 2021 - 5:15pm USER:PEH90

PART C – FORM OF PROPOSAL

RFP No. PS20210016, Contractor Services – Bioretention Rehabilitation Work 2021 (the "RFP")

Proponent's Full Legal Name:_____

"Proponent"

Address:_____

_____

Jurisdiction of Legal Organization:_____

Key Contact Person:_____

Telephone:_____

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

APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1	Legal Terms and Conditions of RFP
APPENDIX 2	Questionnaire
APPENDIX 3	Commercial Proposal
APPENDIX 4	Proponents References
APPENDIX 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Personal Information Consent Form(s)
APPENDIX 8	Subcontractors
APPENDIX 9	Proposed Amendments to Form of Agreement
APPENDIX 10	Conflicts; Collusion; Lobbying
APPENDIX 11	Proof of WorkSafeBC Registration
APPENDIX 12	Owner’s list of Non-Workplace Hazards
APPENDIX 13	Schedule of Establishment Tasks

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. PS20210016, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;

(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.

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 Proponent 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 10.

(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 Proponent of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – APPENDIX 10.

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 10.

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 10.

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 10.

10 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below or attached to this Form of Proposal as an additional Appendix clearly titled each section's name.

1.0 Executive Summary

In the space below, (or attached to this Form of Proposal as an additional Appendix clearly titled Executive Summary) provide a brief executive summary of your Proposal.

2.0 Proponent Overview

In the space below, (or attached to this Form of Proposal as an additional Appendix clearly titled Proponent Overview) provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

3.0 Past Experiences

In the space below, (or attached to this Form of Proposal as an additional Appendix clearly titled past experiences identify and provide a summary of similar engagements the proponent has successfully undertaken in the last 5 years, especially related to undertaking landscape construction, installation and maintenance work demonstrating company's proficiency in this area. Working with green infrastructure, naturalistic design and within City right of ways is considered an asset. Describe any relevant qualifications and/or awards held by your organization which support that your organization has the necessary skills and qualifications to undertake this Project.

Proponents should also clearly identify the relevant experience of both their firm and team members in "Key Personnel" and "References" sections below as defined in Part A Section 8.0 Evaluation of Proposals and Part B City Requirements.

4.0 Key Personnel

In the space below, (or attached to this Form of Proposal as an additional Appendix clearly titled Key Personnel) identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. and indicating the number of years of experience in the areas directly relating to the scope of works above, and number of years' experience of the individual working within your organization. Any substitutions of resources after project award are to be expressly approved, in writing and in advance, by the City prior to such substitutions being executed.

In addition, indicate the intent and approach in regards to the allocation of personnel. This should include the number of personnel on site for establishment maintenance, as well as for specific procedures.

If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

5.0 Work Plan & Methodology

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

The work plan shall demonstrate the Proponent's full understanding of project objectives and expected deliverables, and outline the approach to the work including a Gantt Chart to illustrate how the work will be performed. The Proponent's work plan should include a description of the methods to be employed to perform and coordinate the work and to control quality.

Proponents are required to provide a proposal outlining the tasks to be undertaken through the year.

6.0 Project Challenges, Innovation and Alternative Solutions

In the space below, (or attached to this Form of Proposal as an additional Appendix clearly titled Project Challenges, Innovation and Alternative Solutions). 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.

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

Any pricing impact of the alternative solution(s) should also be provided.

7.0 Social Sustainability

7.1 Supplier Diversity

Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications 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 LGBTQ2+ people).	
Majority owned/controlled/ by: ☐ Women ☐ Indigenous Peoples ☐ Non-Profit/Charity (Social Enterprise) ☐ Coop ☐ Community Contribution Corporation (3C/CCC) ☐ Ethno-cultural Persons ☐ People with Disabilities ☐ LGBTQ2+ ☐ Other: please indicate	**Social / Diverse Certifications** ☐ BCorp ☐ Supplier Diversity Certification **Enviro / Other Certifications** ☐ BuySocial ☐ Living Wage ☐ Fairtrade ☐ Green Business Certification (ie. LEED, ClimateSmart) ☐ Other: please indicate
☐ **None of the above**	☐ **None of the above**

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-Proponents? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-Proponents.

7.2 Employment Equity & Workforce Diversity

1. Other than being an equal opportunity employer, do you have policies or programs that advance employee equity or workforce diversity and inclusion? Y/N

a. Please describe how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)

2. Do you regularly conduct an employee equity "survey" or similar information/data collection on workforce diversity? Y/N

   a. Please describe how you track/monitor your workforce diversity including frequency

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N

   a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?
   a. If yes, please describe

5. Do you compensate at or above a Living Wage (currently $20.91/hr) Y/N

Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, lease describe

7.3 Workforce Diversity

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic

inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*	
Overall Workforce Diversity: % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate ☐ **None of the above**	**Leadership/Management/Executive Workforce Diversity:** % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate ☐ **None of the above**
☐ **Do not track this information** ☐ **Do not want to share this information**	

APPENDIX 3
COMMERCIAL PROPOSAL

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

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

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

Prices shall be fixed for the term of the contract.

APPENDIX 4
PROPONENT'S REFERENCES

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

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

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

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

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.)

CITY OF VANCOUVER

CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL -
PS20210016

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

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

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

_____

BUSINESS TRADE NAME or DOING BUSINESS AS

_____

BUSINESS ADDRESS

_____

DESCRIPTION OF OPERATION

_____

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

INSURER _____
TYPE OF COVERAGE _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____

Insured Values (Replacement Cost) -
Building and Tenants' Improvements $ _____
Contents and Equipment $ _____
Deductible Per Loss $ _____

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

Including the following extensions:
√ Personal Injury
√ Property Damage including Loss of Use
√ Products and Completed Operations
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ 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 $ _____
If vehicles are insured by ICBC, complete and provide Form APV-47.

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. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____

Limits of Liability
Per Occurrence/Claim $ _____
Aggregate $ _____
Deductible Per Occurrence/Claim $ _____

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

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____
INSURER _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____

Limits of Liability
Per Occurrence $ _____
Aggregate $ _____
Deductible Per Loss $ _____

TYPE OF INSURANCE _____
INSURER _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____

Limits of Liability
Per Occurrence $ _____
Aggregate $ _____
Deductible Per Loss $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

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

_____

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) <https://policy.vancouver.ca/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: _____

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 #PS20210016

Title: CONTRACTOR SERVICES – BIORETENTION REHABILITATION WORK 2021

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

APPENDIX 8
SUBCONTRACTORS

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

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

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

	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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

APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 – 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)	

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

APPENDIX 12

OWNER'S LIST OF KNOWN WORPLACE HAZARDS

See attached.

OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Contract Title Green Infrastructure Bioretention Asset Rehabilitation

Project Manager (City employee) Sheri DeBoer

Contract Name and No. (if known) PS20210016

PURPOSE

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the **existing** work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential contractors, so the project can be bid appropriately based on the known worksite hazards.

DEFINITIONS

"Project Manager" means the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

INSTRUCTIONS FOR COMPLETION

The document must be completed in full. Choices for each entry are:

Yes (Y) the known worksite hazard or existing work process hazard does exist

No (N) the known worksite hazard or existing work process hazard does not exist*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA) the worksite hazard or existing work process is not applicable for this contract type

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided to all bidders. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

ASSISTANCE IN COMPLETING THIS DOCUMENT

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
1. **Asbestos-containing Materials**. Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services	
(a) Asbestos containing materials (ACM) will be encountered	Y N NA
(b) A hazardous materials assessment for asbestos is provided in bidding package	Y N NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y N NA
2. **Lead-containing Materials**. Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services	
(a) Inorganic lead-containing materials may be encountered	Y N NA
(b) A hazardous materials assessment for lead is provided in bidding package	Y N NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	Y N NA
3. **Other hazardous materials.** May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here) _____ _____ _____	
(a) A hazardous materials assessment for ammonia is provided in bidding package	Y N NA
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in bidding package;	Y N NA
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y N NA
4. **Confined Spaces**. Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:	
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in bidding package;	Y N NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	Y N NA
(c) the contractor shall be responsible for isolation and lockout procedures.	Y N NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
5. **Lock Out.** Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:	
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	Y N (NA)
(b) work will be performed on or near energized equipment, lines, or circuits	Y N (NA)
If yes to (a) or (b) describe: _____ _____ _____	
6. **Fall Protection.** Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services	
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y N (NA)
(b) Scaffolding or ladders will be required to be secured to a building or structure	Y N (NA)
7. **Overhead and Underground Utilities.** Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	(Y) N NA
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	(Y) N NA
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	Y (N) NA
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	(Y) N NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor? _____ _____ _____	
8. **Construction, Excavation, Shoring and Demolition**	
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	Y N (NA)
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y N (NA)
9. **Chemicals, Solvents, Fumes, Vapours, And/Or Dusts** (existing work processes or known worksite hazard only) – ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	Y N (NA)
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y N (NA)
If yes to (a), list the work processes and/or chemicals in use: _____ _____ _____	
10. **Noise** (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	(Y) N NA

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) _____ _____
(b) _____ _____
(c) _____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Sheri DeBoer	
Project Manager Signature:	Date: March 2 2021
Title: Project Manager	Phone: 604-319-6781

APPENDIX 13

SCHEDULE OF ESTABLISHMENT TASKS

Please complete attached Excel Spreadsheet accordingly.

PART D
FORM OF AGREEMENT

See attached.

SUPPLY AGREEMENT

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

RELATING TO CONTRACTOR SERVICES – BIORETENTION REHABILITATION WORK 2021

DATED <>

SAMPLE

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <>

BETWEEN:

> **<SUPPLIER NAME>**, a <corporation> organized under the laws of <> and having an office at <>
>
> (hereinafter referred to as the "**Supplier**")

AND:

> **CITY OF VANCOUVER**, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
>
> (hereinafter referred to as the "**City**")

WHEREAS the Supplier is in the business of <>;

AND WHEREAS the City wishes to procure <> from the Supplier upon and subject to the terms and conditions hereinafter set forth,

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

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ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(a) "**Agreement**" means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;

(b) "**Background IP**" has the meaning ascribed thereto in Section 14.4;

(c) "**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;

(d) "**Change in Control**" means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;

(e) "**City Policies**" means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule F or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);

(f) "**City's Manager**" means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;

(g) "**Competent Authority**" means:

(i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;

(ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or

(iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;

(h) "**Confidential Information**" means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:

(i) this Agreement; or

(ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

SAMPLE

but does not include:

(iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);

(iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

(v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;

(vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;

(vii) any information that the Parties agree in writing is not confidential or may be disclosed; and

(viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;

(i) "**Consent**" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;

(j) "**Contract Price**" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;

(k) "**Defect**" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

(l) "**Delivery**" means the completion of delivery of goods or products ordered in a particular purchase order, in accordance therewith and herewith;

(m) "**Delivery Date**" has the meaning ascribed to such term in Section 3.6(a);

(n) "**Delivery Location**" has the meaning ascribed to such term in Section 3.6(a);

(o) "**Documentation**" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the

SAMPLE

Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

(p) **"Effective Date"** has the meaning ascribed to such term in Section 2.1;

(q) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

(r) **"Environmental Law"** means any Law which imposes any obligations relating to:

(i) the protection, management, conservation or restoration of the natural environment;

(ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and

(iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

(s) **"Force Majeure"** means, exhaustively, any:

(i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;

(ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;

(iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;

(iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or

(v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

(t) **"Good Industry Practice"** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

(u) **"Group"** means:

(i) in respect of the Supplier, the group constituted from time to time by:

(A) the Supplier;

SAMPLE

(B) all persons that directly or indirectly control or are controlled by the Supplier; and

(C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and

(ii) in respect of the City, the group constituted from time to time by:

(A) the City; and

(B) all bodies corporate directly or indirectly controlled by the City.

(v) **"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;

(w) **"Intellectual Property Rights"** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

(x) **"Key Project Personnel"** means the persons named in Schedule G (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;

(y) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

(z) **"Living Wage"** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which, as of the Effective Date, is $20.62 per hour, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;

(aa) **"Living Wage Certifier"** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Supplier in writing;

(bb) **"Living Wage Employee"** means any and all employees of the Supplier and Subcontractors of the Supplier that perform any part of the Supply on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;

SAMPLE

(cc) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;

(dd) **"Other City Entity"** means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;

(ee) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;

(ff) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;

(gg) **"Preferred Supplier"** means a person named in Schedule E;

(hh) **"Proposal"** means the Supplier's proposal dated <>, submitted by the Supplier to the City in response to the RFP;

(ii) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

(jj) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;

(kk) **"RFP"** means the City's Request for Proposal number PS20210016;

(ll) **"Safety Incident"** means:

(i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or

(ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.

(mm) **"Sales Tax"** has the meaning ascribed to such term in Section 16.1;

(nn) **"Site"** means a City building or other City worksite at which any part of the Supply shall be performed, which Sites are expected to include those listed in Schedule H.

(oo) **"Social Enterprise"** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

(pp) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;

(qq) **"Subcontractor"** means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

SAMPLE

(rr) **"Supplier's Manager"** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;

(ss) **"Supply"** means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;

(tt) **"Taxes"** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

(i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;

(ii) all withholdings on amounts paid to or by the relevant person;

(iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;

(iv) any fine, penalty, interest or addition to tax;

(v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and

(vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

(uu) **"Time(s) for Completion"** means the time(s) stated in Schedule D by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;

(vv) **"Variation"** has the meaning ascribed to such term in Section 3.11(a); and

(ww) **"WCA"** means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

SAMPLE

1.3 Extended Meanings

In this Agreement:

(a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;

(b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;

(c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;

(d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

(e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and

(f) "control" when used to describe a relationship between one person and any other person, has the following meanings:

(i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

(ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

(iii) the general partner of a limited partnership controls the limited partnership; and

(iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Time Schedule for Supply
Schedule E	Preferred Suppliers

SAMPLE

Schedule F	City Policies
Schedule G	Key Project Personnel
Schedule H	Site

ARTICLE 2
EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "**Effective Date**").

2.2 Term

(a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.

(b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

(c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

ARTICLE 3
SUPPLY; GENERAL TERMS

3.1 Supply

(a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City at the Sites directed by the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.

(b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.

(c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

(d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or

SAMPLE

from the descriptions of proposed services, conveniences, materials or features in the Proposal.

(e) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.3 Sufficiency and Competence of Personnel

(a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.

(b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

3.4 Standards and Requirements

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

(a) all applicable Laws and Consents;

(b) the specific requirements of Schedule A (Scope of Goods and Services) and Schedule D (Time Schedule for Supply), and the instructions of the City;

(c) the City Policies; and

(d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.4(a)to 3.4(d) in the order of priority in which such standards or requirements are listed (with Section 3.4(a) being of highest priority).

3.5 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

SAMPLE

3.6 Goods Orders

(a) Notwithstanding any other provision hereof, the City shall not order any goods or materials hereunder except pursuant to a written purchase order, which must:

(i) be given in writing;

(ii) refer to this Agreement;

(iii) specify the goods and materials ordered; and

(iv) specify a date pre-agreed upon by the Supplier and the City by which the goods and materials ordered pursuant to the purchase order are to be delivered (the "**Delivery Date**"), and the location or address to which they are to be delivered (the "**Delivery Location**"), provided that the Delivery Location for each order must be a Site.

3.7 Delivery Requirements

(b) The Supplier shall pack, transport and supply all goods and materials forming part of the Supply in accordance with all:

(i) manufacturer recommendations and requirements;

(ii) generally accepted industry standards and practices; and

(iii) applicable Laws.

(c) The Supplier shall ensure that all goods and materials are properly packed and secured in such manner as to enable them to reach their destination in good condition.

(d) The Supplier shall deliver all goods or materials ordered by the City hereunder to the applicable Delivery Location by the applicable Delivery Date.

(e) Delivery of the goods or materials specified in a purchase order shall be complete only upon the completion of their unloading at the Delivery Location and their installation and setup by the Supplier to the satisfaction of the City.

(f) Each shipment of goods or materials shall be accompanied by a delivery document from the Supplier showing the purchase order number, the date of the purchase order, the type and quantity of goods or materials included in the shipment, and, in the case of an order being delivered by instalments, the outstanding balance of goods or materials remaining to be delivered.

(g) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant goods or materials, and any such return shall be at the Supplier's expense.

(h) In respect of any goods or materials that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

SAMPLE

3.8 Rejection of Defective goods or materials

(a) The Supplier shall test all goods and materials prior to their delivery to the City to confirm they function correctly, and as intended, except for goods and materials that are delivered directly to the City and are not configured by the Supplier.

(b) If any goods or materials delivered to the City do not comply with Schedule A or the Proposal, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those goods or materials and:

(i) require the Supplier to remove the rejected goods or materials from any facility or work site of the City at the Supplier's risk and expense within ten Business Days of being requested to do so;

(ii) require the Supplier to repair or replace the rejected goods or materials at the Supplier's risk and expense within 20 Business Days of being requested to do so; and

(iii) claim damages for any costs, expenses or losses resulting from the Supplier's delivery of goods or materials that are not in conformity with the terms of this Agreement.

(c) The City's rights and remedies under this Section 3.8 are in addition to the rights and remedies available to it under other sections of this Agreement and applicable Laws.

(d) The terms of this Agreement shall apply to any repaired or replacement goods or materials supplied by the Supplier pursuant to Sections 3.8 or 3.9.

3.9 Warranties

(a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.

(b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of two years from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.

(c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.

(d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.

(e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.

SAMPLE

(f) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.9 or to evidence the Supplier's compliance with this Section 3.9, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.9.

3.10 Relationship Between the Parties

(a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

(b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.11 Variations Requested by the City

(a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or a time expressed in Schedule D (Time Schedule for Supply), shall constitute a "Variation" and shall be governed by and subject to this Section 3.11.

(b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).

(c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:

(i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and

(ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, which such agreement must be evidenced in writing.

(d) If no agreement is reached under 3.11(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.

SAMPLE

(e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.12 Tests; Defects and Acceptance

(a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.

(b) If a Defect appears the testing described in the foregoing Section 3.12(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.

(c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.

(d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.

(e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.12(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.13 Title and Risk

(a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.

(b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:

(i) payment therefor by the City;

(ii) its delivery and installation to any part of the Site>; and

(iii) its incorporation into a good or work supplied by the Supplier.

(c) The risk in goods, products or materials delivered to the City hereunder shall pass to the City on Delivery.

(d) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.

SAMPLE

(e) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.

(f) Notwithstanding the foregoing provisions of this Section 3.13, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the relevant Supply to the satisfaction of the City.

ARTICLE 4
PREFERRED SUPPLIERS

4.1 Procurement of Supplies

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

(a) those materials and/or services specified in Schedule E (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and

(b) where no particular materials and/or services are specified in Schedule E (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

(a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or

(b) a better quality of materials or services may be obtained from an alternative supplier; or

(c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule E (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

(a) the relevant materials or services to be procured;

SAMPLE

(b) the name of the Preferred Supplier;

(c) the name of the alternative supplier;

(d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and

(e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

ARTICLE 5
CONTRACT MANAGERS

5.1 City's Managers

(a) The City hereby designates each of <> and <> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.

(b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.

(c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

(a) The Supplier hereby designates each of <> and <> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.

(b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

SAMPLE

ARTICLE 6
SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

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

(b) the Supplier is a <⌨> duly organized, validly existing and in good standing under the laws of <⌨> and is lawfully authorized to do business in the Province of British Columbia;

(c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

(d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;

(e) all statements made by the Supplier in its Proposal are true and accurate;

(f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;

(g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;

(h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;

(i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

(a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;

(b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;

(c) at all times take all reasonable precautions to maintain the health and safety of workers;

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(d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;

(e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;

(f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;

(g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and

6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

(a) ensure that the violation is promptly resolved;

(b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);

(c) promptly take all reasonable steps necessary to avoid recurrence of the violation;

(d) communicate to the City its plan to avoid recurrence of the violation; and

(e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

(a) The Supplier shall:

(i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;

(ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;

(iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and

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(iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

(b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

(a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and

(b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.6 Covenants Against Encumbrances

(a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.

(b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

(a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity,

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reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.

(b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7
PERSONNEL

7.1 Separate Personnel

(a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

(b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.

(c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

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7.3 Key Project Personnel

(a) Where there are Key Project Personnel the Supplier shall:

(i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;

(ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);

(iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;

(iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and

(v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.

(b) If:

(i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or

(ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

(c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.

(d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8
REPORTING

8.1 Assistance regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

SAMPLE

ARTICLE 9
PAYMENT; AUDITS

9.1 Payment to the Supplier

(a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.

(b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:

(i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and

(ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia)) in relation to the Supply if no liens then exist.

(c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.

(d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

(e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.

(f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

(a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.

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(b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):

(i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;

(ii) an itemized list of the amounts owing;

(iii) the invoice date and the time period to which the invoice relates;

(iv) a description of the portion of the Supply to which the invoice relates;

(i) the total amounts payable under the invoice and details of any applicable taxes;

(ii) all supporting documentation relating to disbursements; and

(iii) such other information as the City may require from time to time.

(c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.3 Procedure for Invoices

(a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

(b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

(c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

9.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

9.6 Audits

(a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable

SAMPLE

copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;

(b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and

(c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b)shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

ARTICLE 10
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.1 Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

10.2 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.3 Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

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10.4 Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

ARTICLE 11
LIABILITY AND INSURANCE

11.1 Covenants of Indemnification by the Supplier

(a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:

(i) any:

(A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;

(B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);

(C) damage to the natural environment, including any remediation cost recovery claims;

(D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;

(E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;

(F) failure by the Supplier to fully comply with the provisions of this Agreement;

(G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;

(H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or

(I) breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any

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Representative of the Supplier or any employee, agent or contractor of any of them; or

(ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.

(b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:

(i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or

(ii) any loss or damage flowing from the termination of this Agreement.

(c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

(a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;

(b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and

(c) undertake the work referred to in the foregoing paragraph (b).

11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

(a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

(i) approval by any relevant insurers (without prejudice to Section 11.3(f); and

(ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

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permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

(b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):

(i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;

(ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and

(iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;

(c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:

(i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or

(ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);

(d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;

(e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:

(i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and

(ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the

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extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

(f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and

(g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.4 Insurance

(a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, commercial general liability insurance with coverage of not less than $5,000,000 per occurrence and at least $5,000,000 of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:

(i) name the City and the City's officials, employees and agents as additional insureds;

(ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

(iii) include blanket contractual liability coverage; and

(iv) Include non-owned auto liability coverage.

(b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than $5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.

(c) All required insurance policies specified in Sections 11.4(a) and 11.4(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

(i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

(ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(iii) 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. Should the policy be endorsed to restrict coverage midterm, written

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notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

(d) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.

(e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.

(f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, 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 at any time during the performance of the Supply immediately upon request.

(g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4.

(h) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.

ARTICLE 12
FORCE MAJEURE; TERMINATION

12.1 Force Majeure

(a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.

(b) If either Party’s performance of its obligations under this Agreement is affected by an event of Force Majeure, then:

(i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;

(ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;

(iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;

(iv) the Time(s) for Completion shall be extended to take into account such delay; and

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(v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.

(c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.

(d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 15 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 15 days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

(a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.

(b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.

(c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier 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 Supplier of at least 14 days terminate this Agreement.

(d) The City may terminate this Agreement with immediate effect if:

(i) the Supplier 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; or

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(ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

After giving at least sixty (60) days' written notice to the City, the Supplier 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 Supply 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 Supplier 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 Supplier 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.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

(a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:

(i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;

(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 City's Site access cards, equipment and other items provided under 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 Supplier shall be solely responsible for its or their safe-keeping;

(iv) if so requested by the City, take reasonable steps to assign any Subcontractor 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 Supply or the continuing development of the Site.

(b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of $100, in aggregate, save in circumstances in which the City reasonably

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claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.

(c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

12.5 Other Surviving Rights and Liabilities of Parties

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

(b) After termination of this Agreement, the provisions of Sections 3.9 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

13.2 Subcontracting

(a) The Supplier shall not subcontract the whole or substantially all of the Supply.

(b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.

(c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.

(d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.

(e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.

(f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

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ARTICLE 14
INTELLECTUAL PROPERTY

Intentionally Deleted.

ARTICLE 15
PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

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

15.2 No Promotion

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "**Permitted Purpose**"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential

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Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

15.7 Interpretation; Enforcement and Survival

(a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.

(b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16
TAXES

16.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "**Sales Tax**") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

16.2 Withholding Taxes

(a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:

(i) withhold an amount from a payment made to the Supplier; and

(ii) pay the withheld amount directly to the relevant Competent Authority.

(b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

(c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).

(d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.

(e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

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ARTICLE 17
DISPUTE RESOLUTION

17.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

(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.

ARTICLE 18
MISCELLANEOUS

18.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

18.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

18.3 Benefit of this Agreement

(a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

(b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms,

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conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

18.5 Amendments and Waiver

Subject to Section 3.11, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.6 Notices

(a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including, as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

(i) if to the Supplier:

<Supplier Name>
<address>

Attention: <>
Facsimile: <>
Email: <>

(ii) if to the City:

City of Vancouver
<Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <>
Facsimile: <>

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

(b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:

(i) if given by personal delivery, on the day of actual delivery thereof;

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(ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii) 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.

18.7 Governing Law and Jurisdiction

(a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.

(b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

(c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:

(i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and

(ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

18.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

18.9 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.

18.10 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.

SAMPLE

18.11 Independent Legal Advice

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

SAMPLE

18.12 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.

<SUPPLIER NAME>

Signature	Print Name and Title
Signature	Print Name and Title

CITY OF VANCOUVER

Signature	Print Name and Title
Signature	Print Name and Title

SAMPLE

SCHEDULE A -
SCOPE OF SERVICES AND SPECIFICATIONS

To be included upon award

SAMPLE

SCHEDULE B -
PRICES FOR SUPPLY

To be included upon award.

SAMPLE

SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY

Intentionally Deleted.

SAMPLE

SCHEDULE D -
TIME SCHEDULE FOR SUPPLY

To be included upon award.

SAMPLE

SCHEDULE E -
PREFERRED SUPPLIERS

Intentionally Deleted.

SAMPLE

SCHEDULE F -
CITY POLICIES

1. The City's Supplier Code of Conduct.
2. The City's Living Wage Policy.

SAMPLE

SCHEDULE G -
KEY PROJECT PERSONNEL

To be included upon award.

SAMPLE

SCHEDULE H -
SITE

To be included upon award.

SAMPLE