



REQUEST FOR QUOTATION ("RFQ") No.PS20131220

ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and must be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Tuesday, February 18, 2014 (the "Closing Time").

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations may be sent to the address specified above by mail, or they may be delivered by couriers or otherwise in person at the Main Floor Rotunda Information Desk at the address specified above, prior to the Closing Time.
2. Quotations must be marked with the vendor's name and the RFQ title and number.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. **DO NOT SUBMIT QUOTATIONS BY FAX OR EMAIL**
6. All queries related to this RFQ should be submitted in writing to the attention of:

Dino Goundouvas
Contracting Specialist

E-MAIL: dino.goundouvas@vancouver.ca

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INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City is seeking quotations to determine if it will issue one or more purchase orders for the Supply Fan Rebuild at the Orpheum Theatre. The successful contractor will provide all labour, materials, equipment and services to rebuild and upgrade supply fan. The successful contractor will be required to follow a strict timeline to accommodate the Theatres schedule. Detailed requirements (including schedule can be found as [Appendix 1](#).
- 1.2 **Work Site:** The work is to take place at the Orpheum Theatre - 865 Seymour Street, Vancouver BC, V6B 3L4.
- 1.3 **Mandatory Site Meeting:** A Mandatory Site Meeting is scheduled at 10:00AM, Monday, January 27, 2014 at the Orpheum Theatre - 865 Seymour Street (Stage Door Entrance), Vancouver BC, V6B 3L4.
- 1.4 Confirm your companies attendance to the Site Meeting by 3:00PM, Friday, January 24, 2014 via email to Dino Goundouvas at dino.goundouvas@vancouver.ca
- 1.5 The City hereby reserves the right to amend its standard purchase order terms and conditions at any time without providing notice to the vendors. If the City issues a purchase order pursuant to this RFQ, it is the sole responsibility of the Vendor to review and familiarize itself with the terms and conditions of the purchase order before supplying any goods and services.
- 1.6 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form and schedule of prices may result in the Vendor's quotation being disqualified.

2.0 SUSTAINABILITY

- 2.1 The City's Procurement Policy and related Supplier Code of Conduct found at 1 <http://vancouver.ca/doing-business/supplier-code-of-conduct.aspx> aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- 2.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Vendor is to indicate the nature of the hazard in its Quotation. The Vendor is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

3.0 INQUIRIES

- 3.1 It is the responsibility of the vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

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4.0 PRICING

- 4.1 Prices quoted are to be exclusive of GST and PST, where applicable, except where expressly requested.
- 4.2 Pricing shall be held firm for **90 Days**.
- 4.3 Prices are to be to quoted DDP (Incoterms 2000) and include all taxes (excluding GST and PST, where applicable, except where expressly requested), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 DELIVERY ADDRESS

- 5.1 The Vendor shall deliver the services to the following address: **the Orpheum Theatre - 865 Seymour Street (Stage Door Entrance), Vancouver BC, V6B 3L4**, unless otherwise specified in the Form of Agreement.

6.0 SCHEDULE

- 6.1 Vendors are asked to provide a work schedule in their submissions **Per Appendix 2**.

7.0 QUANTITIES

- 7.1 The quantity stated herein is the City's best estimate of its requirements. Actual requirements may vary.

8.0 TERMS OF PAYMENT

- 8.1 The City's standard payment terms are net thirty (30) days after receipt and approval of invoice; however, any discounts or more favourable terms which may be offered by the Vendor will be taken into consideration in the financial evaluation. The Vendor must indicate in its quotation if it requires alternate payment terms.
- 8.2 The Vendor may be asked if it will be willing to accept payment by EFT (Electronic Funds Transfer) or by credit card.

9.0 PLACEMENT OF A PURCHASE ORDER

- 9.1 The City may elect to place an order resulting from this RFQ with more than one Vendor and is not obligated to enter into an exclusive arrangement with any Vendor or purchase any minimum quantity of equipment or material.
- 9.2 Acceptance of a quotation and placement of a purchase order shall be valid only if made by an authorized representative of the City.
- 9.3 Where the head office of the successful Vendor is located within the City of Vancouver and/or where the successful Vendor is required to perform the services at a site located within the City of Vancouver, the successful Vendor is required to have a valid City of Vancouver business license.

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10.0 DISQUALIFICATION

10.1 The City may elect to disqualify any bid that fails to meet any of the requirements of this RFQ. Any deviations from the requirements or conditions specified herein must be clearly stated in the vendor's response. The City will determine what constitutes an acceptable deviation. If no deviations are indicated in the Vendor's response, the City will be entitled to interpret that the Vendor offers to perform in full compliance with the requirements and conditions stated herein.

11.0 EVALUATION CRITERIA

11.1 Quotations will be evaluated on the basis of the overall best value to the City based on quality, service, cost, social, economic and environmental sustainability and any criteria set out herein including, but not limited to:

- (a) ability to meet specifications stated herein, including and required delivery date and installation date stated herein;
- (b) Vendor's past performance;
- (c) overall best value to the City including design performance, component availability, component standardization and product support;
- (d) lowest overall cost including as appropriate: purchase price, installation costs, delivery cost, maintenance cost including availability of parts and service, warranty, and compatibility with existing equipment;
- (e) Vendor's compliance with the Supplier Code of Conduct;
- (f) environmental impact of products;
- (g) any other criteria the City deems, at its sole and absolute discretion, necessary to evaluate the Vendor's offer and;
- (h) ability to meet the City's insurance requirements.

11.2 The City may elect to not accept the lowest or any quotation, and may terminate or amend this RFQ at anytime.

11.3 If the City identifies an ambiguity in the quotation submitted by the Vendor the City, in its sole and absolute discretion, may seek clarification from the Vendor or put the quotation aside and give it no further consideration.

11.4 The City may request any additional information from the Vendor that the City requires to satisfy itself that the Vendor will be able to supply and deliver the goods and services set out in this RFQ including, without limitation, requiring the Vendor to provide additional product specifications or to furnish evidence of adequate insurance.

12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12.1 The City is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

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13.0 NO PROMOTION OF RELATIONSHIP

- 13.1 The Vendor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Vendor to perform the vendor's obligations under the terms of the Contract). Furthermore, the Vendor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied.

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 QUOTATION FORM AND SCHEDULE OF PRICES

1.0 SCHEDULE OF PRICES

EVERY ROW OF THE BELOW TABLE MUST BE COMPLETED WITH A DOLLAR AMOUNT, EVEN IF THAT DOLLAR AMOUNT IS \$0.

Item	Description	Amount (including PST)
1.	General Conditions and Requirements	\$
2.	Site Work-preparation	\$
3.	Environmental disposal	\$
4.	Mechanical	\$
5.	Electrical (motor /VFD)	\$
6.	DDC Upgrade	\$
7.	Belt Guard upgrade	\$
8.	Flex connections (separate price)	\$
17.	Other (contingency allowances and any other work or costs not reflected in the items above but required to complete the Work covered by the Quotation Documents) – Please specify	\$
18.	Subtotal (including all PST)	\$
19.	GST (5%)	\$
20.	Tender Price (including all costs, taxes and fees)	\$ (including PST and GST)

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2.0 SUSTAINABILITY

Please indicate with your quotation, as applicable, the following:

- (a) Offering of products that are non-toxic and non-hazardous;
- (b) Environmentally friendly disposal instructions for obsolete or expired products and equipment; and
- (c) Identify carbon emissions reduction objectives resulting from the delivery of products;

3.0 TERMS OF PAYMENT (if other than Net 30)

Are there any discount terms available for payment by EFT (Electronic Funds Transfer) or by purchasing card (MasterCard) within ten (10) days?

Yes _____ No _____

If yes, state terms:

4.0 CASH DISCOUNTS

(15th of the month following, or later, is preferred by the City).

A cash discount allowance of _____% will be allowed if accounts are:

- (a) paid within _____ days; or
- (b) paid by the _____ of the month following.

(a) or (b) shall be clear days from date of acceptance by the City, or receipt of the invoices by the City, whichever is later.

5.0 TERMS AND CONDITIONS

By initialling below, the vendor acknowledges it has read and understands the terms, conditions and requirements set out herein and has identified any deviations or alternatives thereto; and if applicable, has provided an explanation of why it will not or cannot comply with any of the terms and conditions set out herein.

Will Comply: _____ Cannot Comply (explain): _____

Pursuant to and in compliance with this Request for Quotation and any addenda, the undersigned, being familiar with the documents, the site, conditions on site, contract service areas, the character of the equipment and materials needed to carry out and provide the equipment, goods, or services, and all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market, parking and other circumstances which may affect its quotation, hereby offers to supply the equipment, goods or services in accordance with the terms and conditions for the prices as set out herein.

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Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____

(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Provide the WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Tenderer is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies for the services provided.

Dunn and Bradstreet Number: _____

(or N/A if not applicable)

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APPENDIX 1 - SCOPE OF WORK

APPENDIX 1 - SCOPE OF WORK

ORPHEUM

Supply Fan component Repair, Re-condition and Alterations
884 Granville Street
Vancouver, BC

Prepared for:

City of Vancouver
#300-515 West 10th Avenue
Vancouver, BC

Prepared by:

RON WONG & ASSOCIATES INC.
220 – 2268 No. 5 Road
Richmond, B.C.
V6X 2T1

2012-076
Issued for Tender
January 14, 2014

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Specifications	-----	6 pages
Appendix A	-----	10 pages
- Vibration Measurements		
Appendix B	-----	1 page
- M1 Drawing		
Appendix C	-----	7 pages
- Pictures		

1. GENERAL CONDITIONS:

1. The instructions to the Contractor and requirements of general conditions apply to the work.
2. All bids must be based on materials specified as standard.
3. Contractors shall familiarize themselves with the site conditions prior to submitting bids. Claims for extras due to site conditions will not be accepted.
4. Provide functioning systems that are complete in every detail and installed in accordance with good practice.
5. The City of Vancouver is to provide a schedule of theatre events for the occupied use of the building. The work is proposed to occur August 2014. The Contractors shall schedule work accordingly to maintain fan operation during scheduled theatre events.
6. Include for all equipment, power, hoisting, temporary supports, scaffolding and fencing during the work including all permits.

2. INTENT OF THE WORK

1. The intent of the work is as follows:
 - Replace the existing motor with premium efficiency motor, VFD rated. Include drive sheave replacement.
 - Modify the existing drive guard to ease service access for belt replacement and adjustment.
 - Install a VFD controller to minimize drive slippage, belt slapping, frequent adjustments and resulting misalignment due to high torque starting. The VFD to allow for fan speed control to suit partial load condition of the theatre.
 - Rebuild/re-condition the existing fan shaft bearings/housings/guides to reduce shaft rocking and flexing.
 - Install control sensors, program fan operation and revise graphics including commissioning system start-up and operation
2. An analysis and vibration measurement of the motor and drive system report by Vibes Corp. is provided by the City of Vancouver in Appendix A. The intent of the above is to reduce the excessive vibration peaks for the fan/motor assembly toward meeting the “best condition” reference point noted in the “VIBRATION SEVERITY GRAPH FOR GENERAL ROTATING MACHINERY”.

3. SCOPE OF WORK

1. The Contractor’s scope of work shall include but not be limited to the supply of all labour and materials to complete the following:
 1. Replace the existing supply air fan motor/frame with premium efficiency motor including the frame.
 2. Re-use existing slide base. Clean, prep and paint slide base.
 3. Replace motor sheave to matching existing size. Clean the grooves of the driven sheave. Re-install drive assembly including re-alignment, tensioning and balancing.
 4. Replace drive belts.
 5. Alter the existing drive guard for hinged access. Provide a chain link/hook attachment hold open device.
 6. Re-align and re-install the drive guard to avoid fan and motor contact including installation of vibration pad isolators where in contact with the building structure and fan housing.
 7. Install a variable speed drive for soft start of the motor including interfacing with existing DDC and necessary programing for start-up and ramping to operating speed, operating schedule and graphics update.
 8. Complete associated electrical work for motor replacement. Including removal of existing disconnect and contactor, installation of variable speed drive, wiring and connectors.
 9. Include motor and VFD start-up by factory representative and provision of a report.
 10. Re-build and recondition the existing Babbitt bearings to Bearing Industrial Standard.
 11. Reinstall “auto-lube” system for the Babbitt bearings including installation of replacement galvanized steel oil pans for excess lube oil drip collection. Lube oil application to Babbitt Bearing Contractor requirements.

12. Mitigate noise and vibration transmission from the re-furbished system to any part of the building.
13. Complete a **before** and **after** construction air system air flow measurement, balancing and provide a report.
14. A Provisional Cost (PC) Sum of \$3,500 shall be carried by the Contractor to retain Vibes Corporation to complete re-analysis and vibration measurement of the above for comparative review at completion of the installation.
15. Be responsible for all cost to provide temporary ventilation system where work exceeds the allocated four (4) week time frame and in the event of construction and scheduled theatre use conflict so that scheduled performances are not affected where the ventilation fan is required to be operational. Minimum 2 fan systems at 15,000 cfm, each with variable speed control. Cooling control via existing DDC controls and chilled water plant is by City of Vancouver Operation personnel. Provide temporary power connection for the temporary ventilation system fans in the lane – 208/3/60, 40 amp breaker (x2 for 2 fans). Installation shall include receptacles suitable for fan plug in. Power source in the Electrical room next to the existing fan room plenum to be established by City of Vancouver.
16. Replace the existing supply fan flex-duct connections (Separate Price #1). Complete field measurements.
17. At completion, the contractor together with his technical representatives shall provide a system operating and maintenance demonstration to owner appointed representatives (minimum 2 hour on-site).
18. Install 3 supply air averaging temperature sensors in the ductwork downstream of the reheat coil and interface with existing DDC control system/panel in the mechanical room – site confirm as required. Sensors shall be compatible with the existing controls system. Wiring shall be in conduit to Electrical Code requirement. Include for program and graphics upgrade and commissioning the system operation. In conjunction with the supply fan VFD supplier, program the supply fan operation for soft start as follows:
 - Day Schedule: for low occupancy (VFD at 40%)
 - Event Schedule: for high occupancy (VFD at 100%)Submit controls shop drawings for approval by City Controls personnel.

2. The Contractor shall provide general contracting service and shall be responsible for retaining all the required sub-trades and services for a coordinated and complete operating installation.
3. Site verification of the as-installed system is mandatory for the Contractor to ascertain requirements for the work prior to submitting his bid.
4. Read drawing M-1(Appendix B) in conjunction with the above.
5. Read pictorial description (Appendix C) in conjunction with the above.

3. DRAWINGS AND SPECIFICATIONS

1. Contract drawings for work are in part diagrammatic, intended to convey the scope of work and indicate general arrangement of equipment and the work. The Contractor shall lay out the work at the site and provide any necessary offsets and adjustments to suit the site conditions and avoid conflicts.
2. Care shall be taken to ensure that the installation is in accordance with detailed drawings, where given, and that the installation meets the intended requirement.
3. The drawings and specifications are intended to be complementary. Anything called for in these specifications or shown on the drawings shall be considered as appearing in both and shall form part of the contract documents.
4. Take any information involving accurate dimensions of the building from the structure and architectural finishes by measurement of the building on the site.
5. Any discrepancies found between drawings and specifications, leaving in doubt the true intent or meaning shall be brought to the attention of the Engineer prior to the work being performed.
6. The term “provide” where used shall be understood to include labour, materials and services to supply and install the item or work referred to.

4. CODES AND PERMITS:

1. Comply with all applicable codes, obtain all necessary approvals and pay for all necessary permits prior to commencement of work.
2. All materials and equipment shall have prior approval for the application by the authorities having jurisdiction, e.g. Canadian Standards Association (C.S.A.) Underwriters' Laboratories of Canada (ULC) etc.
3. All work shall conform to the applicable codes including but not limited to the following:
 - 1) The British Columbia Building Code 2012.
 - 2) B.C. Electrical Code.

5. INSPECTIONS AND APPROVALS:

1. All work and materials will be subject to inspection from time to time by the Engineer and the authority having jurisdiction. Inform the Engineer 48 hours in advance of any tests or concealment of services to allow for inspection. Do not cover or conceal services without the Engineer's approval.
2. Do not change any materials, equipment or construction method from what is shown on the drawings and specification without the approval of the Engineer. Any changes made without the Engineer's authorization may result in the work not being accepted and/or delay in issuance of the final letter of assurance.
3. The documents indicate the minimum standards to be applied to the work. Any approval of, or agreement to, a lower standard, by any person or authority will not necessarily be approved by the Engineer and may result in the work not being accepted and/or delay in issuance of the final letter of assurance.

6. SUBMITTALS:

1. Prior to commencement of work, submit at least 3 copies of complete shop drawings on all specified or approved equal materials to be used. Allow 5 working days to review.
2. The Contractor shall be responsible for delays caused by any required resubmission of shop drawings.
3. The Engineer's review is for general compliance with the intent of the contract documents and will not relieve the Contractor from responsibility for correctness of performance, function, details and dimensions.
4. Where alternate equipment has been submitted the Contractor bears responsibility for any redesign and construction required to accommodate the equipment.
5. If approval is received to use other than specified items, responsibility for specified capacities and insuring that items to be furnished will fit space available lies with the Contractor.
6. If non-specified equipment is used and it will not fit job site conditions or not meet with local code requirements, the Contractor assumes responsibility for replacement with items named in contract documents of other equipment to fit site conditions.
7. The shop drawings do not supersede the contract documents.

7. OPERATIONS AND MAINTENANCE MANUALS:

1. At completion of construction, submit to Engineer 3 sets of operations and maintenance information including 1 e-copy covering the operation and maintenance of the replacement system. Incorporate the operations and maintenance information in a suitable 3 ring binder.
2. Manual shall include: copies of all permits, test reports, final inspection certificates and approvals, copies of all shop drawings, operating instructions for all equipment, maintenance schedules for all equipment, copies of all guaranties, names and addresses of Contractors and Suppliers.

8. GUARANTIES:

1. Provide a written guaranty of all material, workmanship and system performance for a period of (1) year after final acceptance, and replace forthwith any defective work during this period.
2. Such guaranty shall not override any specific guaranties provided or requested of longer duration.

9. CO-OPERATION WITH OTHER TRADES:

1. Give full co-operation to all sub trades and furnish any information necessary to permit the work of all sub trades to be installed satisfactorily and with the least possible interference or delay.

10. MATERIALS AND WORKMANSHIP:

1. Unless otherwise specified, all materials and apparatus required for work shall be new, of first class quality and shall be furnished, delivered, erected, connected and finished in every detail, and shall be selected and arranged so as to fit properly into the building spaces. Where no specific kind or quality of material is given, a first class standard article as approved by the Engineer shall be furnished.
2. Use skilled and qualified fitters, metal workers, welders, electricians, helpers, and labour required to unload, transfer, erect, connect up, adjust, start, operate and test such systems. Helpers and unqualified workers shall be directly supervised at all times while working on the site by qualified trades persons.
3. Upon request produce copies of trade qualifications of any selected workers.
4. The Engineer shall have the right to reject any item that, in their opinion does not conform to an acceptable standard of quality, quietness of operation, finish, appearance and performance. Unacceptable material and/or workmanship must be rectified to the approval of the Engineer.

11. ELECTRICAL GENERAL:

1. All electrical work shall be installed to B C Electrical Code requirement.
2. Obtain all necessary permits.
3. The work shall include all electrical requirements for removal of existing motor, motor disconnect, starter and installation of replacement motor, disconnect/variable speed drive.
4. Run all wiring perpendicular to or follow building lines. Do not obstruct access, support off mechanical equipment, piping or ducting.
5. Use approved ULC connectors, junction boxes, panels, breakers, relays, transformers etc.
6. Corporate with all Trades.
7. Review the mechanical specifications and equipment schedule for electrical characteristics.

12. EQUIPMENT SCHEDULE:

1. Babbitt Bearing:

Shaft size: 5”+/- (site confirm)
Width: Varies for drive side (DE) and opposite drive side (ODE). Site confirm.
Material: White Metal
Tolerance: Industrial Bearing Standards

Base bid: Motion Industries
Contact: Bob Hartfiel - 604 521-3207

Wartsila Canada
Contact: Bill Bates – 604 244-8181

2. Motor:

Horsepower: 50hp Premium Efficiency/1.15 SF/Inverter Duty
Electrical Characteristics: 208/3/60
RPM: 1750
Motor type: ODP
Frame: 326T
Shaft size: Site confirm including length to suit pulley
Drive Pulley: Replace to match existing – site verify
Operating Temp: 40°C
Warranty: 5 years

Base bid: HSL Automation Ltd
Contact: Grant Huff – 604 319 6548

Regal Controls
Contact: Fred Gargett - 604-532-6357

Note: Motor and Variable Frequency Drive shall be packaged from one supplier.

3. Variable Frequency Drive:

Make/Model: ABB ACH550-PDR-143A-2
Horsepower: 50hp
Electrical Characteristics: 208/3/60
Application: Motor soft start and part load operation
Accessories: NEMA-1 rated VFD-Disconnect c/w 5%Z input reactor, EMI/RFI filter, 6 programmable digital inputs, 3 programmable output relays, 2 analog inputs, 2 programmable 4-20ma analog outputs, RS485 w- BACnet, N2 Metasys, P1-FLN and Modbus RTU protocols, door mounted VFD control keypad, door interlocked disconnect and fast acting fuses.

Basebid: HSL Automation Ltd
Contact: Grant Huff – 604 319 6548

Regal Controls
Contact: Fred Gargett - 604-532-6357

Note: Motor and Variable Frequency Drive shall be packaged from one supplier.

4. Vibration Isolation:

Application: Drive Guard Pad Vibration Isolator.

Basebid: Vibra-Sonic Control
Contact: Lloyd Silva – 604 294-9495

5. Controls:

Application: Interface BMS Controls with Variable Speed Drive and program control to City of Vancouver direction.

Basebid: Reliable Control - RC Studio as installed by the following:

Fraser Valley Controls
Contact: John Mclellan - 778 549 0928

Control Solutions
Contact: JJ King - 604.521.9282

Houle Electric
Contact: Caleb Dusdal – 604.434.2681

ESC Automation
Contact: Dave Toynbee – 604.574.8442

6. Air Balancing:

Application: Initial and final air flow and fan rpm.

Basebid: K.D. Engineering.
Western Mechanical
CES Engineering
Stasis Balancing & Commissioning

7. Vibration Analysis:

Application: Vibration comparison with initial report.

Basebid: Vibes Corporation.
Contact: Garrett Sandwell – 604.681 9444

8. Temporary Ventilation:

Application: Install where work exceeds the allocated four (4) week time frame and in the event of construction and scheduled theatre use conflict.

Basebid: Cool Air Rentals Ltd.
Contact: John O'Malley – 604.253 4171

Appendix A

Vibration Measurements

SUPPLY FAN 50 HP - COV - ORPHEUM THEATRE

MID: 869

Report generated on: 2/19/2013 10:49 AM

Acquired: 2/19/2013 10:49 AM 1xM = 1783 RPM 1xF = 167 RPM

WARNING: SIGNIFICANT MAX LEVEL INDICATES A PROBLEM

Maximum level: 0.71 in/s at 1.02x on 1T (Motor Vibrations Excessive)

RECOMMENDATIONS:

CHECK MOTOR MOUNTING AND FOUNDATION INTEGRITY

CHECK MOTOR SHEAVE FOR WEAR IN GROOVES

CHECK FOR BELT DEFECTS

CHECK FAN SHAFT RUNOUT WITH DIAL GAUGE AND COMPLETE OIL ANALYSIS

DIAGNOSTICS:

SERIOUS MOTOR FOUNDATION TRANSVERSE FLEXIBILITY

ROCKING MOTION NOTICED AT FAN SHAFT / BEARING BLOCK ON DRIVE END

POSITION LEGEND:

POSITION 1 IS: MOTOR DE

POSITION 2 IS: MOTOR ODE

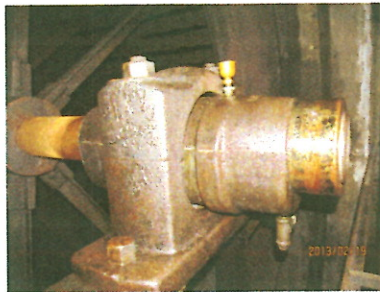
POSITION 3 IS: FAN DE

POSITION 4 IS: FAN ODE

Motor
ODE DE

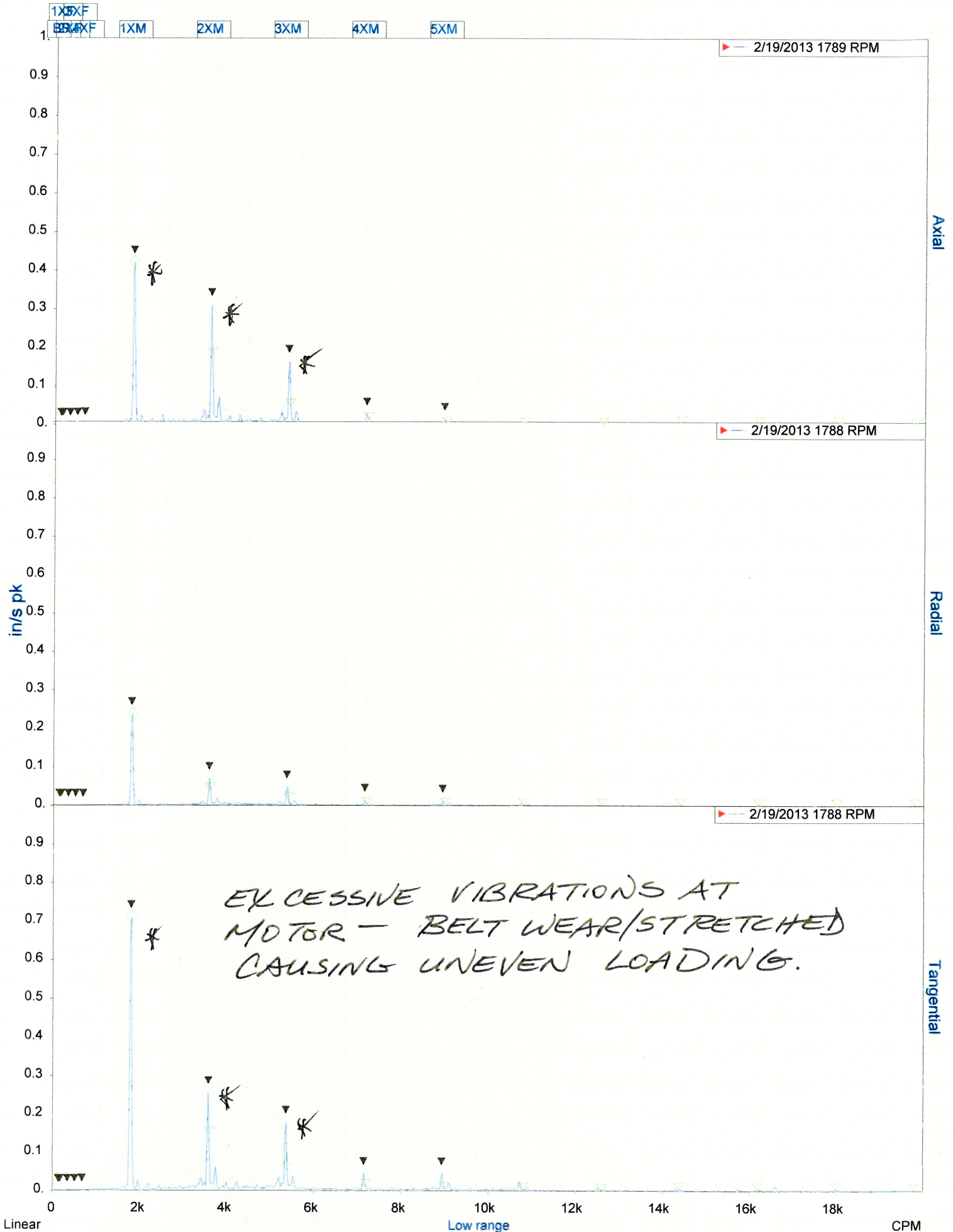


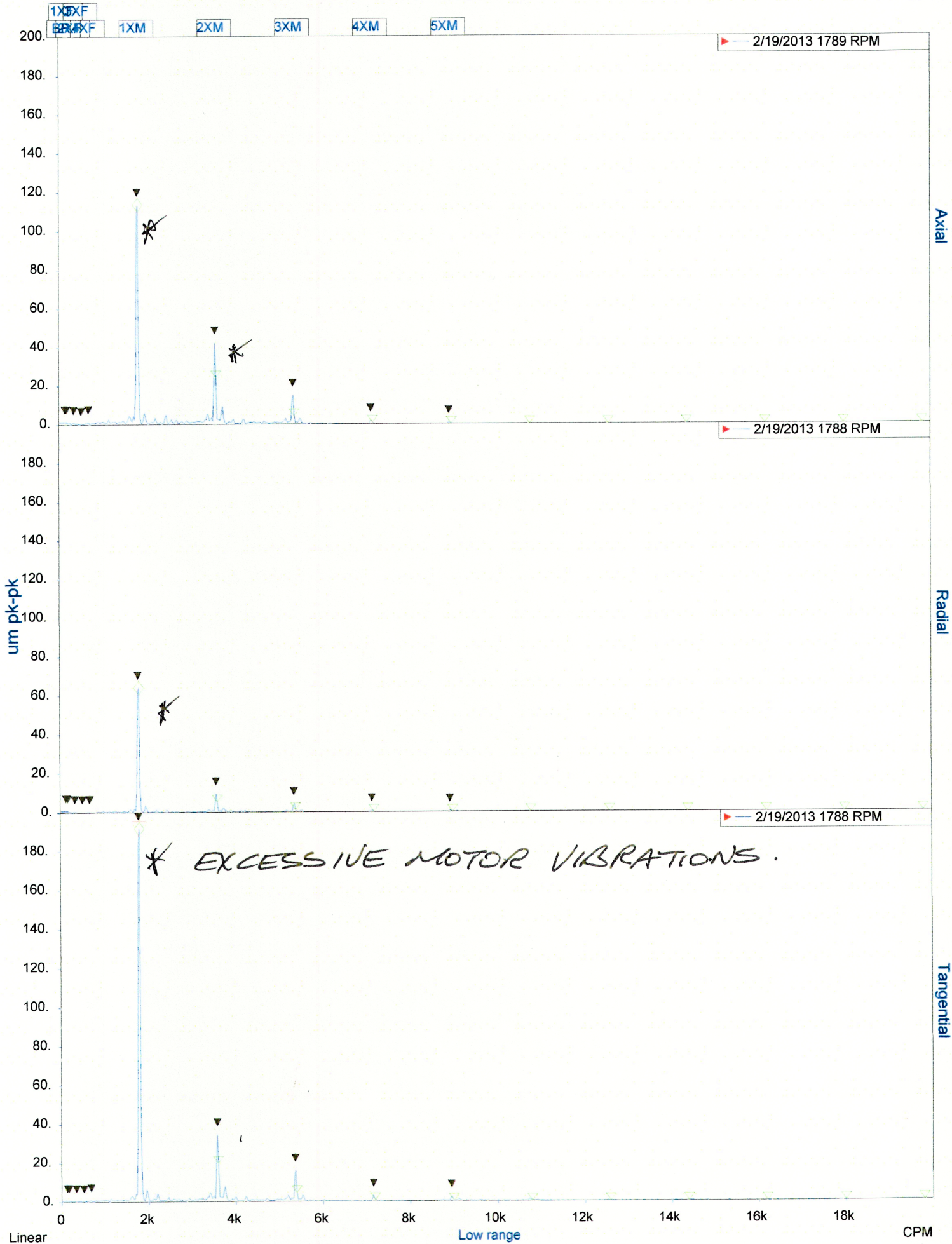
Fan ODE

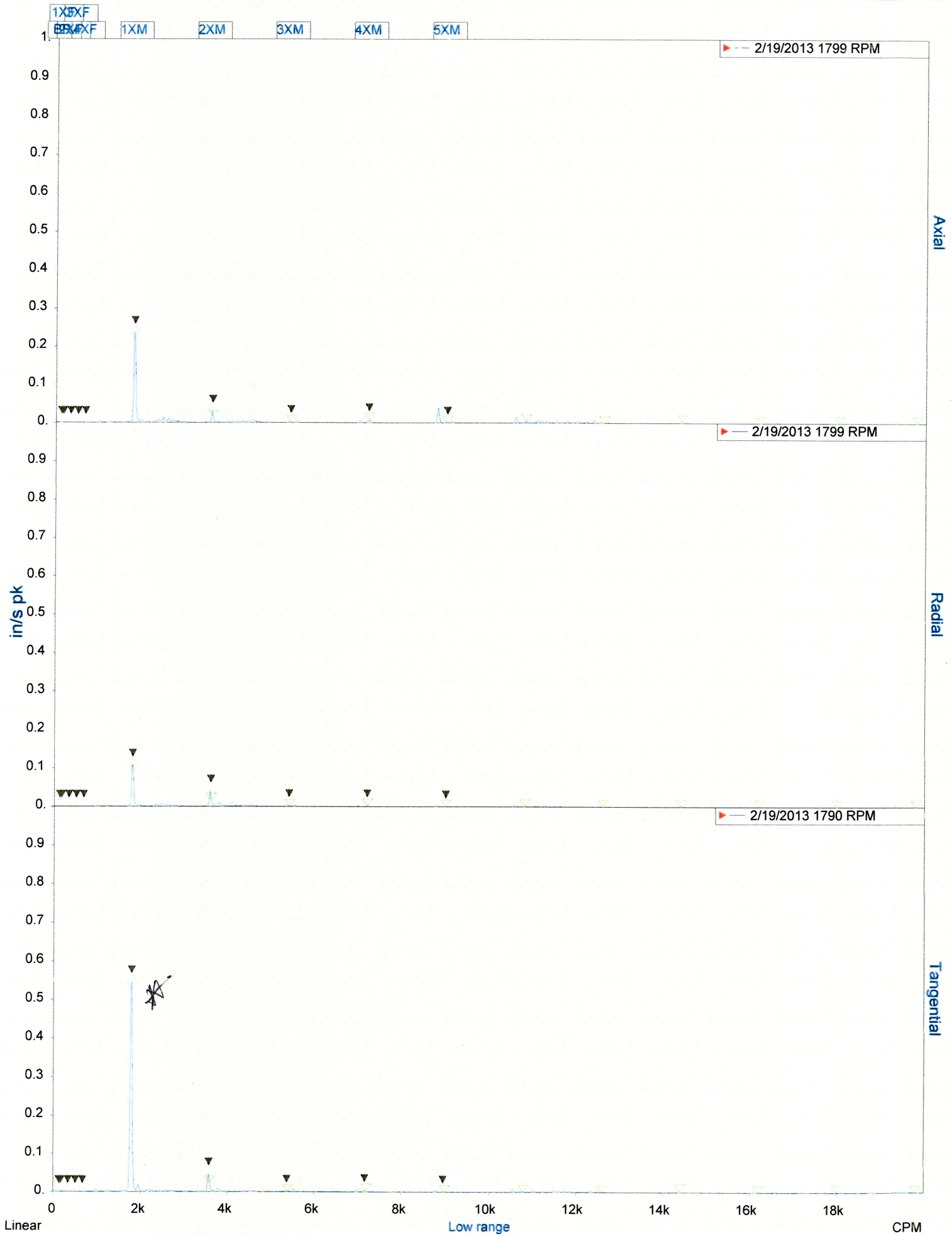


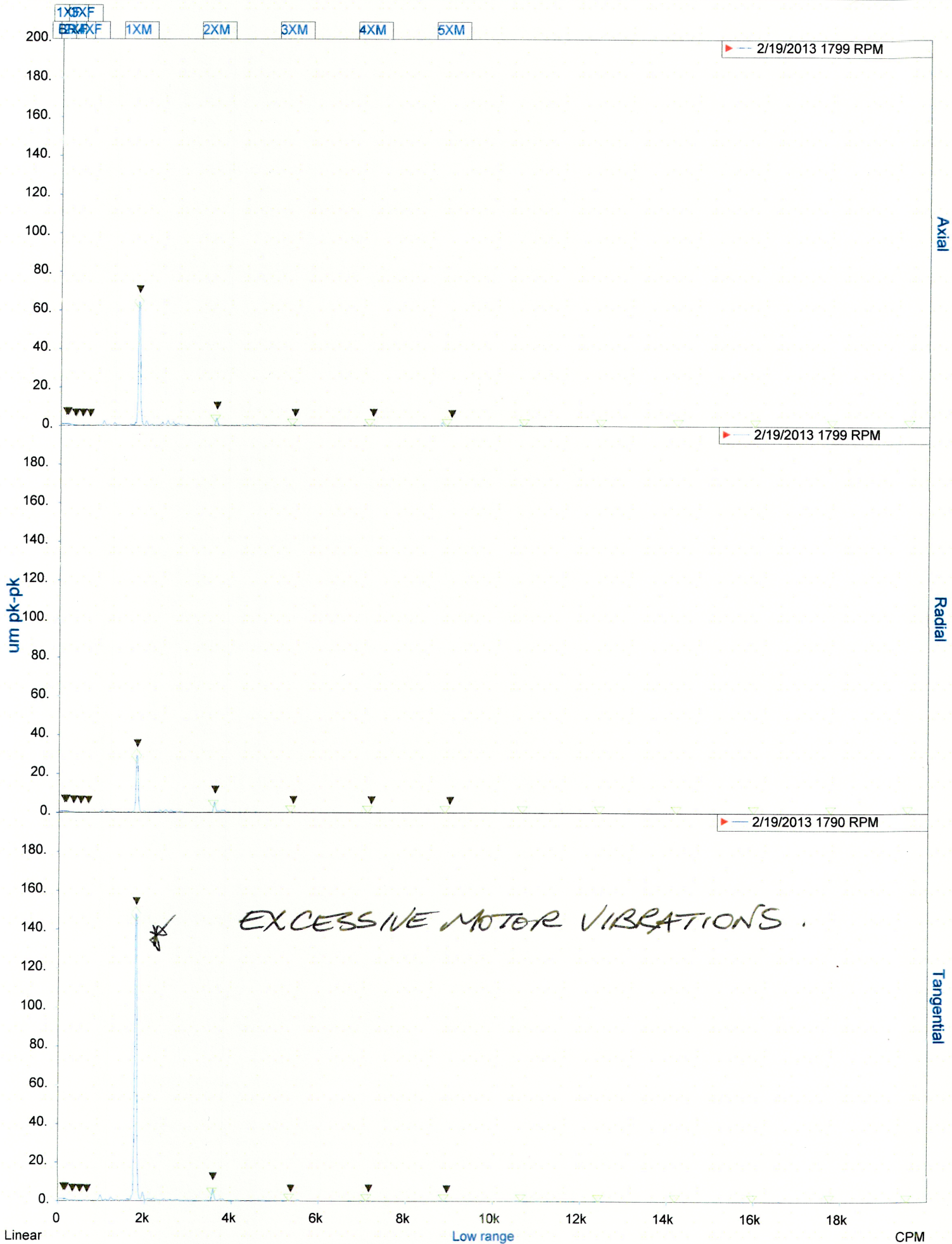
Fan DE

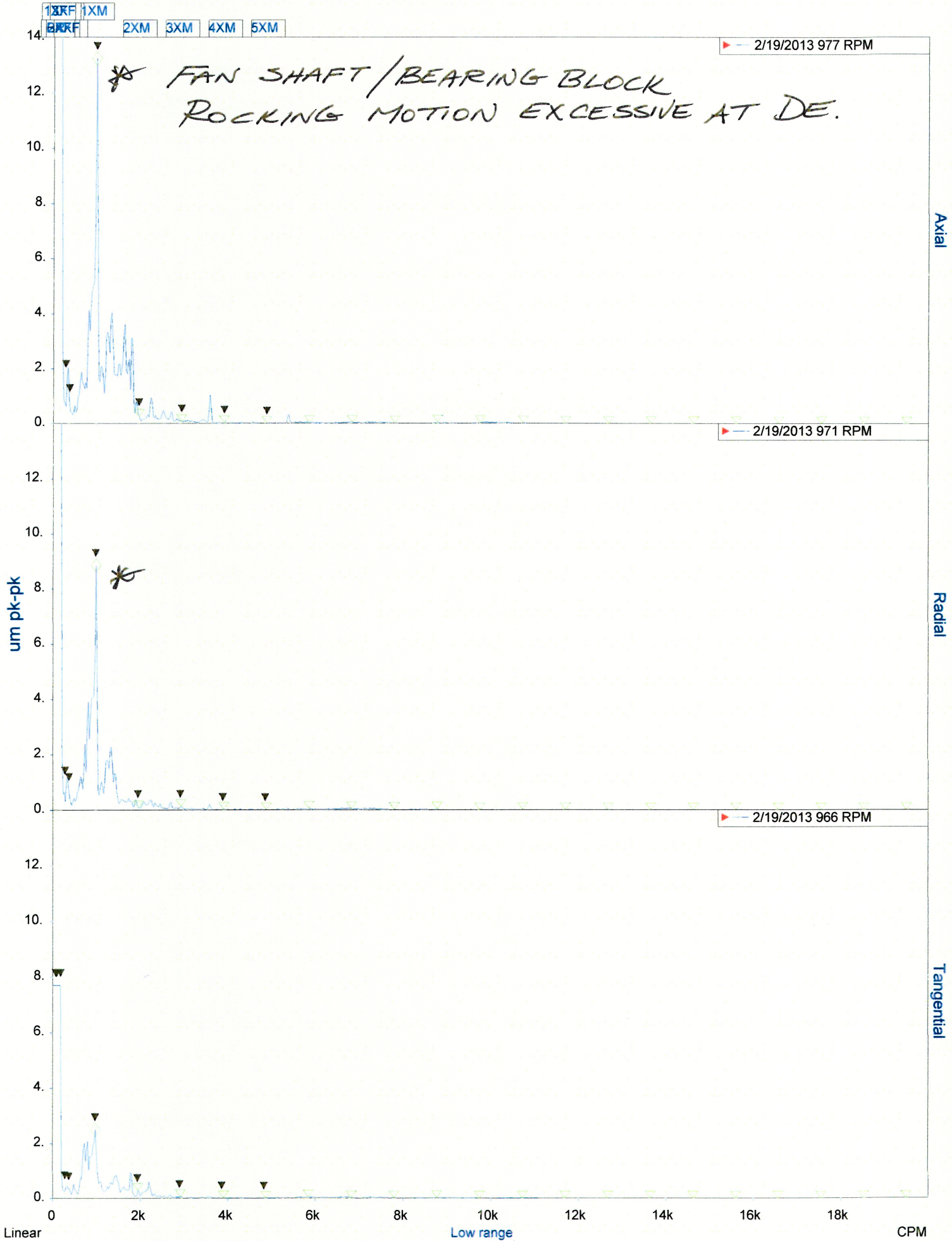


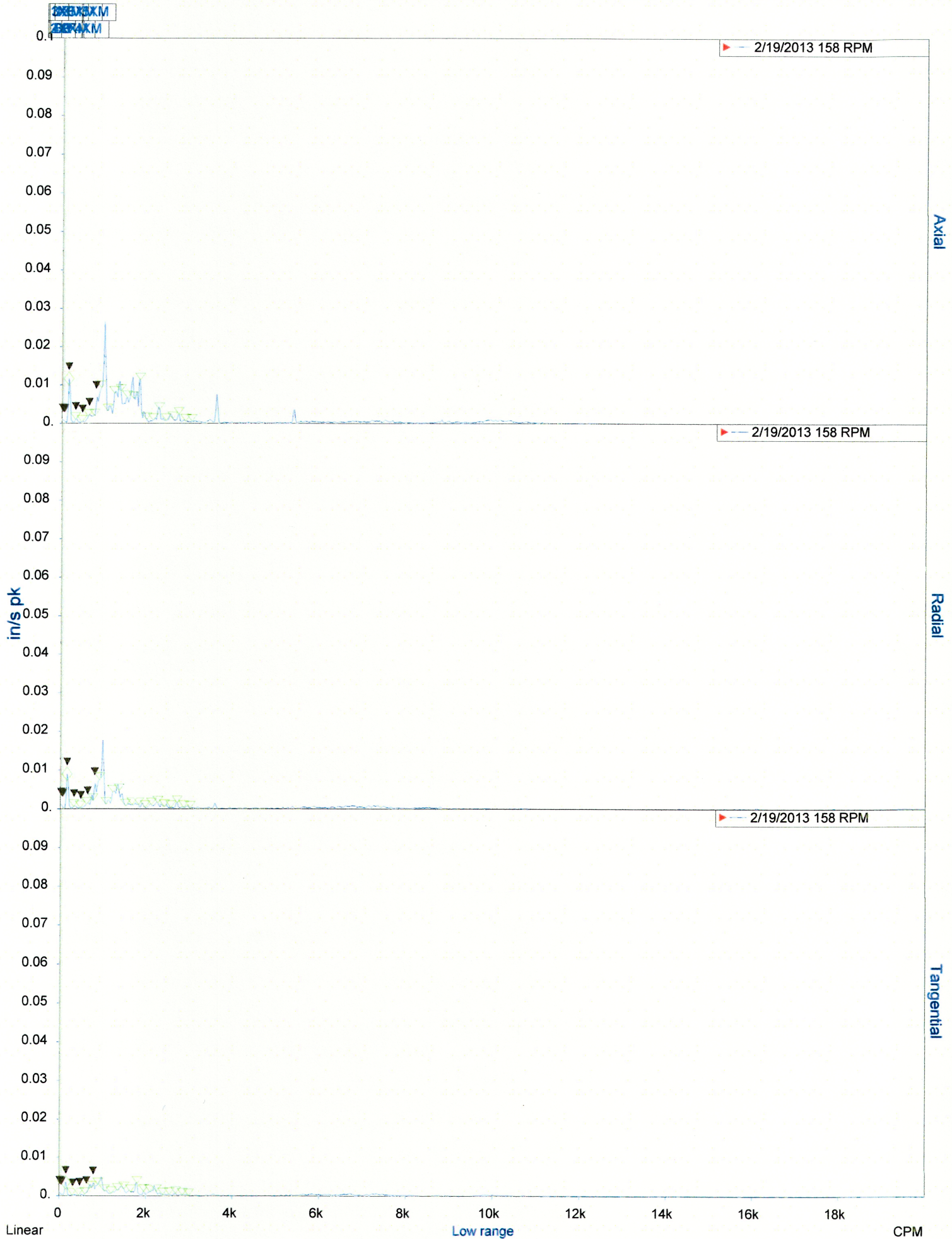


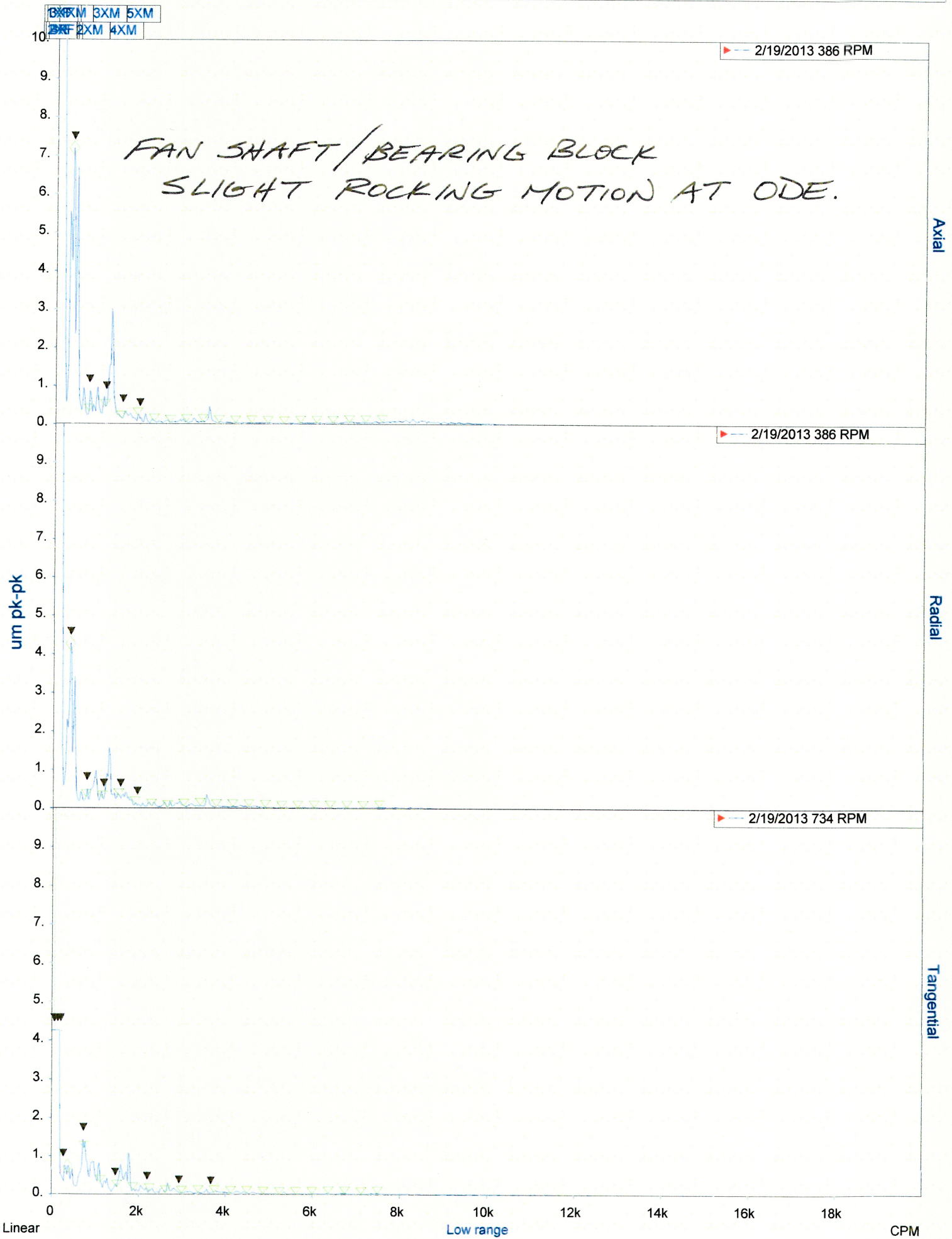


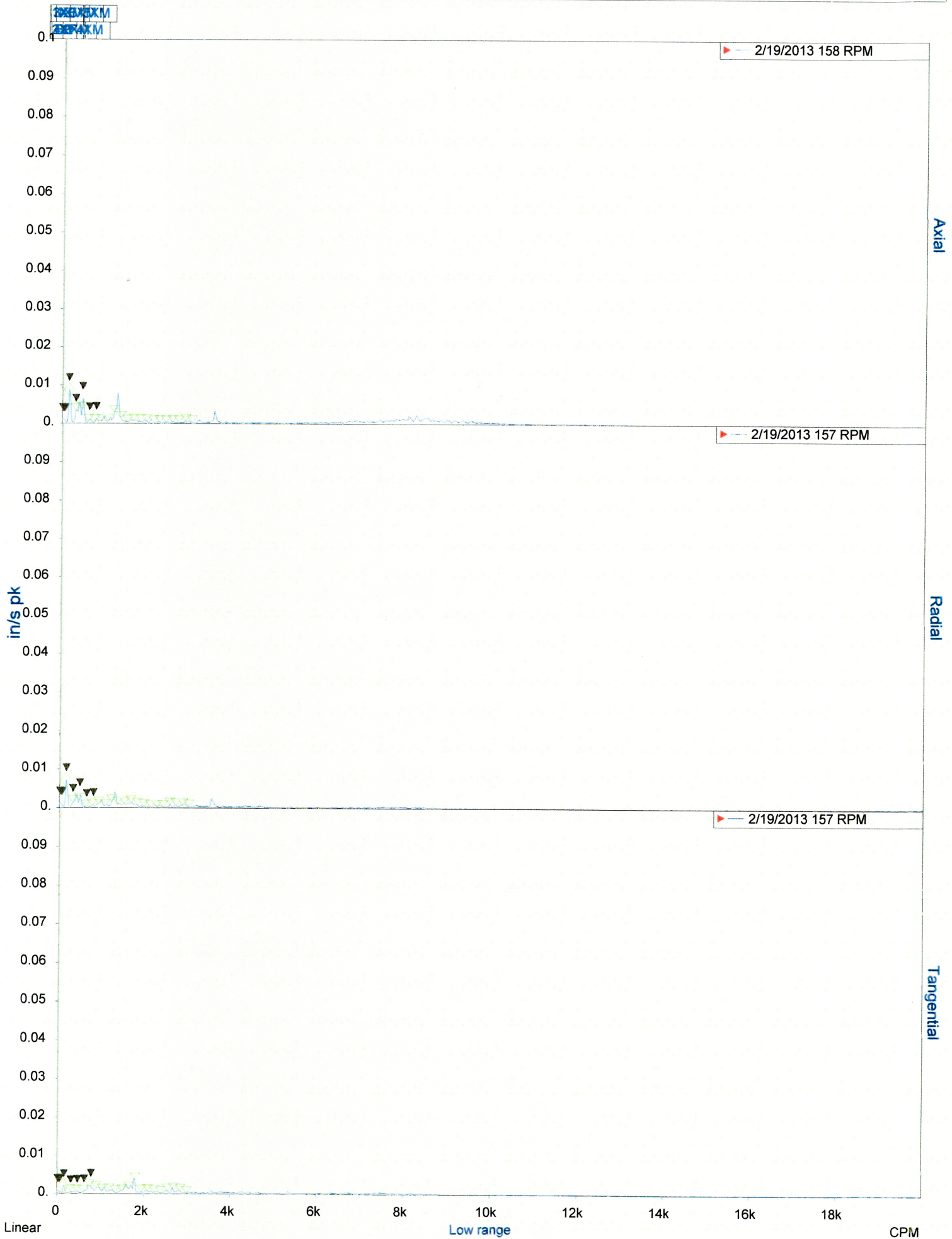






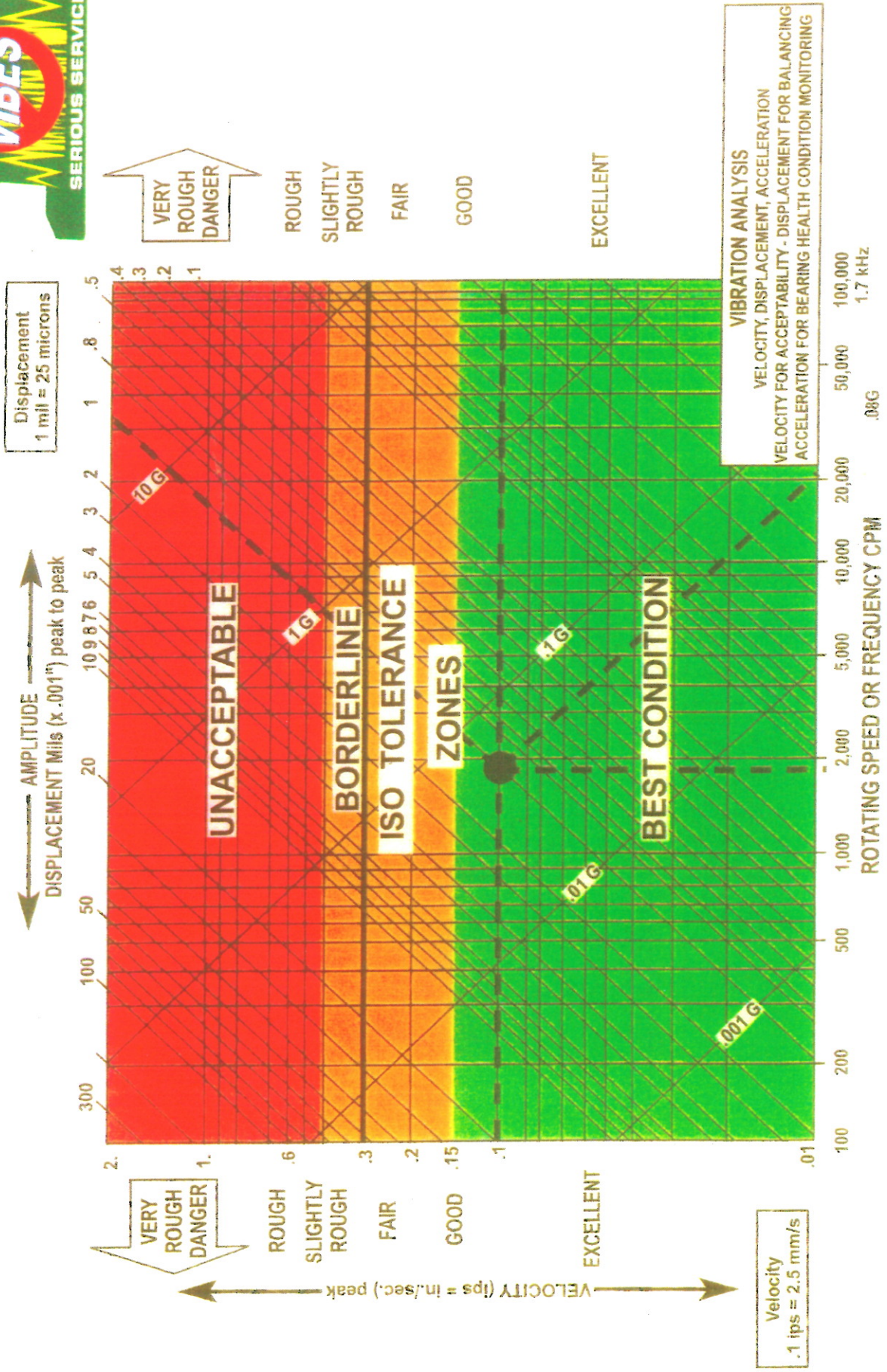








VIBRATION SEVERITY GRAPH FOR GENERAL ROTATING MACHINERY



VIBRATION ANALYSIS
 VELOCITY, DISPLACEMENT, ACCELERATION
 VELOCITY FOR ACCEPTABILITY - DISPLACEMENT FOR BALANCING
 ACCELERATION FOR BEARING HEALTH CONDITION MONITORING

ACCELERATION or FORCE OF GRAVITY "G" (ips² = in/sec² for simplicity)
 ACTUAL G = 32 fpm/s = 9.8 m/s²

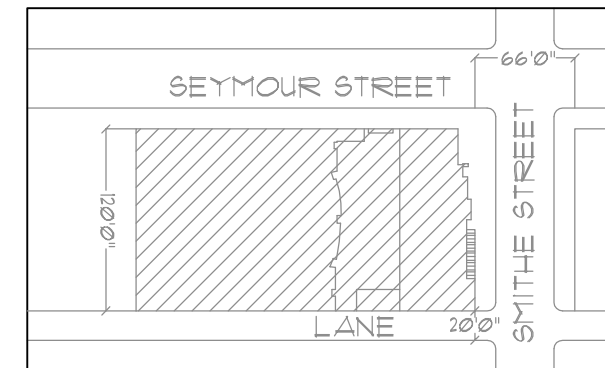
REFERENCE POINT ● = 1800 rpm machine/motor excellent condition

Appendix B

M1 Drawing

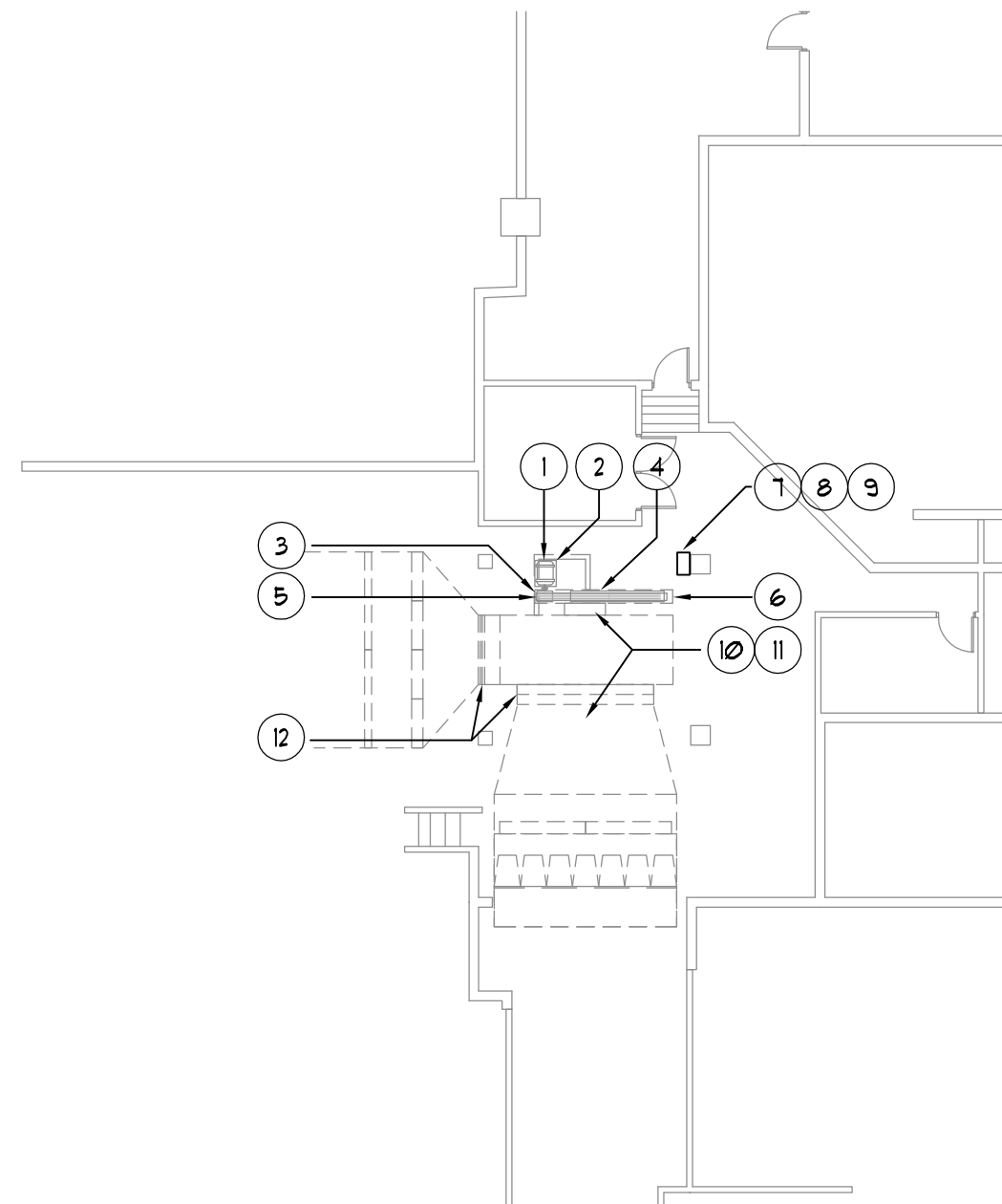
GENERAL NOTES:

1. AT COMMENCEMENT OF THE WORK - THE AIR BALANCE TRADE SHALL ESTABLISH A LOCATION IN THE FAN SYSTEM TO COMPLETE AN INITIAL AIRFLOW MEASUREMENT USING AIRFLOW TRAVERSE METHOD. INCLUDE RECODING THE FAN RPM. THIS WILL FORM THE REFERENCE FOR AIRFLOW BALANCING AT COMPLETION OF THE WORK.
2. FOLLOWING RE-BUILDING AND RE-CONDITIONING OF THE BABBITT BEARINGS, COMPLETE A RECORD SET OF PLANS AND SPECIFICATIONS OF THE BEARING INCLUDING DIMENSIONAL DETAILS, MATERIAL AND MANUFACTURING PROCESS SUCH AS HEAT TREATMENT, MACHINING AND SURFACING. INCLUDE SHAFT DIMENSIONS.



SITE PLAN
SCALE: 1/128"=1'

- ① REPLACE MOTOR AND FRAME
- ② RE-USE EXISTING SLIDE BASE - CLEAN, PREP AND REPAINT
- ③ RE-INSTALL FAN DRIVE ASSEMBLY INCLUDING RE-ALIGNMENT AND BALANCING.
- ④ REPLACE DRIVE BELTS (7)
- ⑤ ALTER THE EXISTING DRIVE GUARD FOR HINGED ACCESS INCLUDING THE INSTALLATION OF A HOLD OPEN DEVICE. THE HINGE SHALL BE OF INDUSTRIAL QUALITY BOLTED TO THE CAGE FRAME. THE HOLD OPEN DEVICE SHALL BE CHAIN LINK CONSTRUCTION WITH HOOK ATTACHMENT AT END, ANCHORED AND SUSPENDED AT UNDERSIDE OF FLOOR ABOVE AND SIZED FOR THE SUSPENDED CAGE LOAD.
- ⑥ RE-ALIGN AND RE-INSTALL THE DRIVE GUARD TO AVOID FAN AND MOTOR ASSEMBLY CONTACT INCLUDING INSTALLATION OF VIBRATION PAD ISOLATORS WHERE IN CONTACT WITH BUILDING STRUCTURE AND FAN HOUSING
- ⑦ REMOVE EXISTING DISCONNECT/STARTER AND INSTALL VARIABLE SPEED DRIVE.
- ⑧ COMPLETE ASSOCIATED ELECTRICAL WORK FOR MOTOR AND STARTER REPLACEMENT INCLUDING SUPPLY OF WIRING AND CONNECTORS. MAINTAIN FLEXIBLE WIRING CONNECTION TO MOTOR.
- ⑨ INCLUDE MOTOR AND VSD START UP. PROVIDE A REPORT
- ⑩ RE-BUILD & RE-CONDITION THE EXISTING BABBITT BEARINGS TO INDUSTRIAL STANDARDS TO REDUCE SHAFT ROCKING AND FLEXING. SHOP TEST OF THE BEARING SHALL INCLUDE INITIAL "BREAK-IN" ROTATIONAL OPERATION.
- ⑪ RE-INSTALL AUTO LUBE SYSTEM.
- ⑫ REPLACE EXISTING FLEX-DUCT CONNECTIONS (SEPARATE PRICE #1). COMPLETE FIELD MEASUREMENTS
- ⑬ REFER TO SPECIFICATIONS FOR CONTROLS REQUIREMENT



ISSUES AND REVISIONS		
DATE	REMARKS	NO.
2013/11/12	TENDER ISSUE	-

DO NOT SCALE OFF THIS DRAWING
THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE LATEST ARCHITECTURAL, STRUCTURAL, CIVIL, LANDSCAPE, SPRINKLER AND ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT FLOOR PLAN, FLOOR ELEVATIONS, DIMENSIONS AND FIXTURE LOCATIONS.

RW Suite 220-2268 No.5 Road,
Richmond, B.C. V6X 2T1
Tel: 604.284.5580
Fax: 604.284.5581
Email: engineering@ronwong.ca
RON WONG & ASSOCIATES INC.

**ORPHEUM THEATRE
SUPPLY FAN
COMPONENT REPAIR,
RE-CONDITION AND
ALTERATIONS**

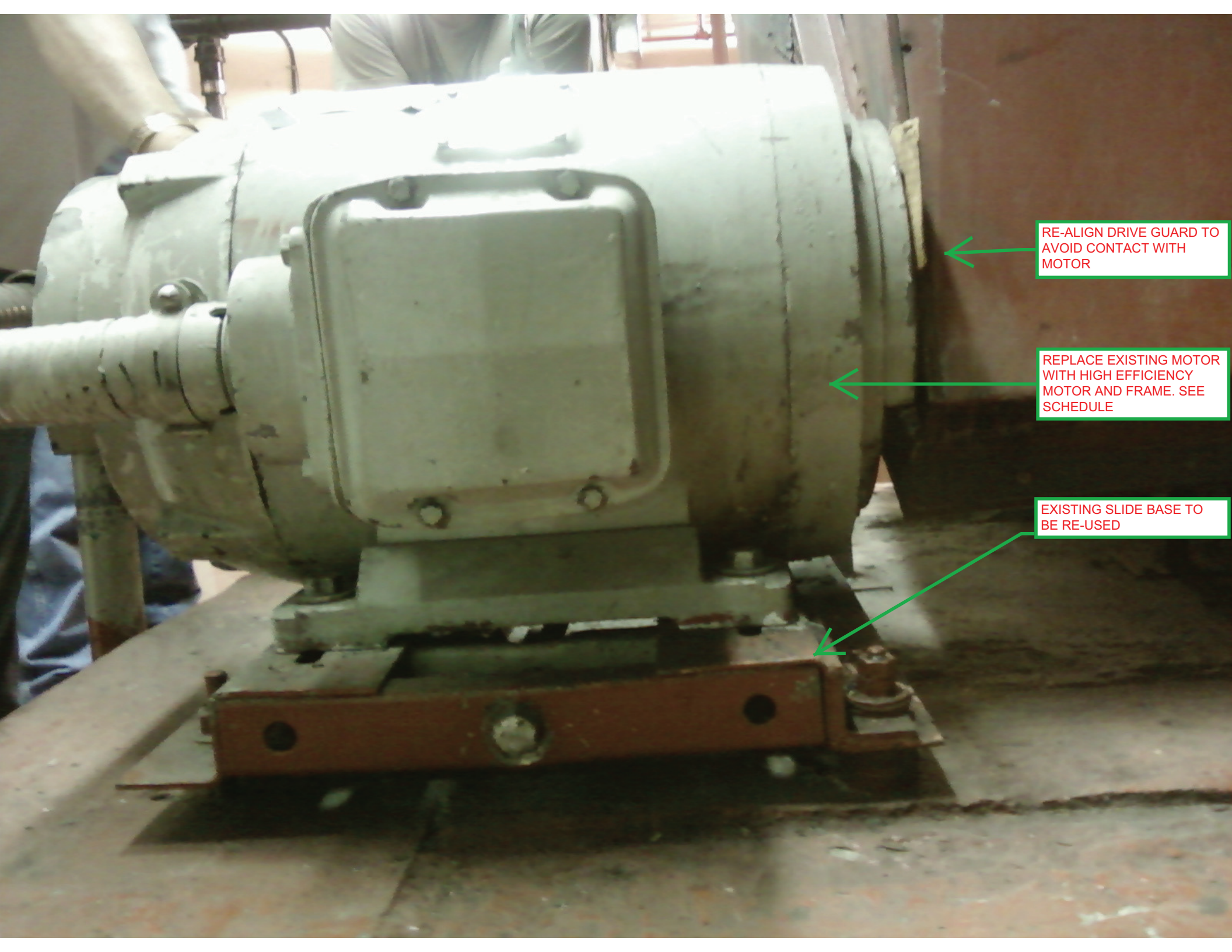
884 GRANVILLE STREET
VANCOUVER
B.C.

SCALE 1/16" = 1'-0"	DATE JULY 22/13
DRAFT RW	CHK'D RW
ENG. RW	CHK'D

JOB No. 2012-076	DRAWING No.
PRINTED	M-1
	OF 1

Appendix C

Pictures



RE-ALIGN DRIVE GUARD TO AVOID CONTACT WITH MOTOR

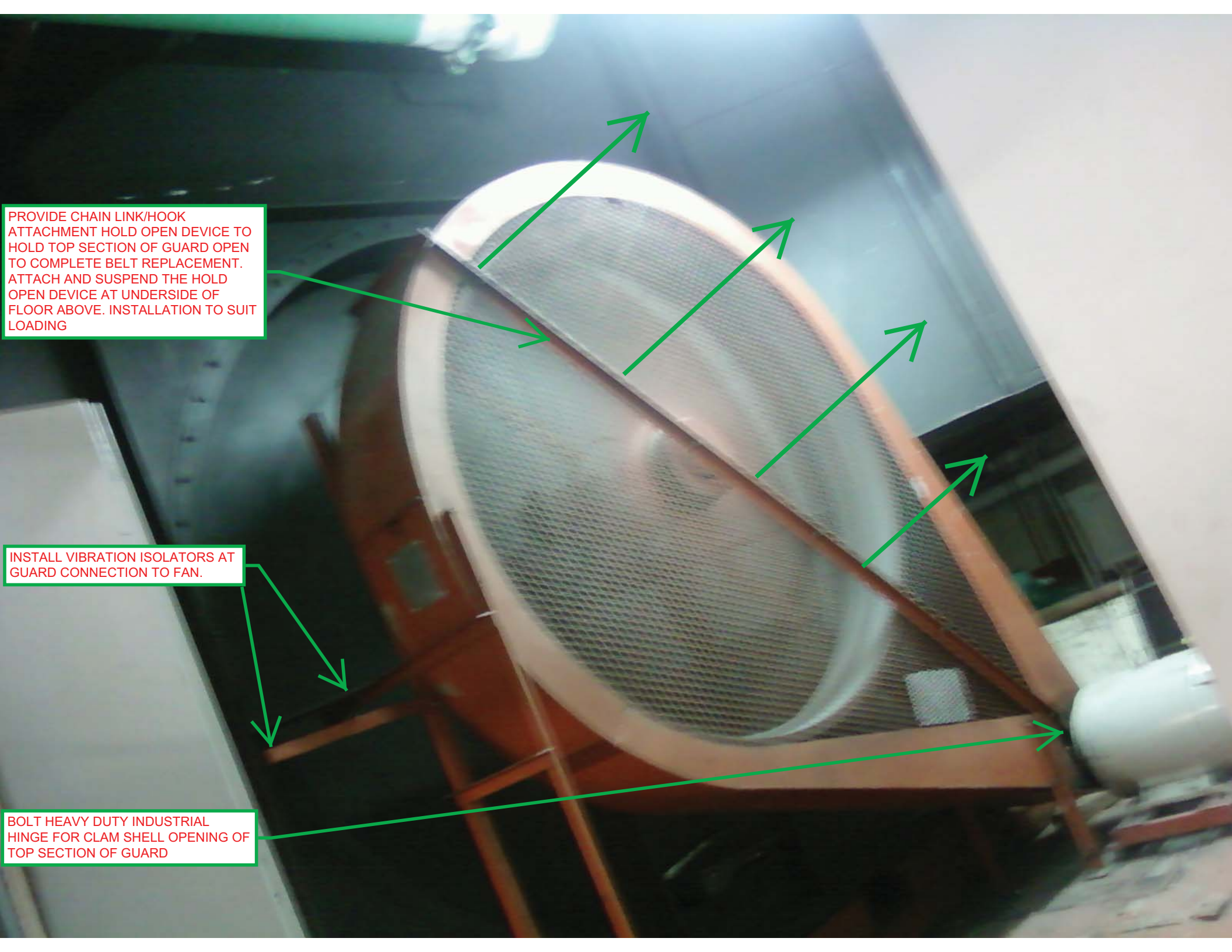
REPLACE EXISTING MOTOR WITH HIGH EFFICIENCY MOTOR AND FRAME. SEE SCHEDULE

EXISTING SLIDE BASE TO BE RE-USED

PROVIDE CHAIN LINK/HOOK ATTACHMENT HOLD OPEN DEVICE TO HOLD TOP SECTION OF GUARD OPEN TO COMPLETE BELT REPLACEMENT. ATTACH AND SUSPEND THE HOLD OPEN DEVICE AT UNDERSIDE OF FLOOR ABOVE. INSTALLATION TO SUIT LOADING

INSTALL VIBRATION ISOLATORS AT GUARD CONNECTION TO FAN.

BOLT HEAVY DUTY INDUSTRIAL HINGE FOR CLAM SHELL OPENING OF TOP SECTION OF GUARD



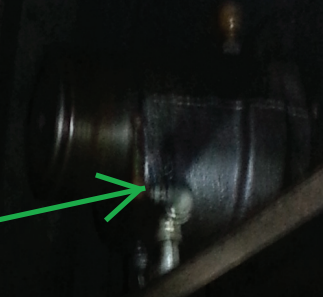
A photograph showing a metal structure, possibly a workbench or frame, supported by two vertical legs. The legs are mounted on a concrete floor. A green arrow points from a text box on the left to a specific location on the floor between the legs, indicating where a vibration isolator should be installed. The floor is reddish-brown and shows signs of wear and discoloration. A white rectangular object is visible on the floor behind the structure.

INSTALL VIBRATION ISOLATOR -
TYPICAL

REBUILD DE BABBIT
BEARING



REBUILD ODE
BABBIT BEARING





REBUILD BABBIT BEARING



REPLACE DISCONNECT/
STARTER WITH VSD AS
SPECIFIED

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 2- WORK SCHEDULE

1.0 All construction must be conducted commencing August 1, 2014 and completed by August 31, 2014.

Note: After hours work including weekends may be arranged upon coordination with the City's Security Division.

1.1 Week 1 (Aug 1 - 8):

- a) Site preparation: Verify air flow.
- b) Submit all shop drawings.
- c) Lockout and disassembly of fan , bearing , motor, belts and drives.
- d) Rebuild of Babbitt bearings, electrical preparations.

1.2 Week 2 (Aug 9 - 16):

- a) Install of VFD, Motor and all related parts.
- b) Install of DDC equipment.
- c) Replacement of flex-connections, if approved.

1.3 Week 3 (Aug 17 - 23):

- a) Install of vibration isolation.
- b) Reinstall of Babbitt bearings and testing.
- c) Alignment of motor, sheaves and new belts.
- d) Upgrade to belt guard, hinge& latch.

1.4 Week 4 (Aug 24 - 31):

- a) Complete electrical and DDC work, test operation
- b) Complete assembly of fan and related equipment, test operation.
- c) Verify air flow and vibration analysis.
- d) Demonstration of complete system upgrade for City of Vancouver, operating staff.
- e) Provide O/M'S for project.

1.5 Week 5 (Sept 1 - Sept 7):

- a) Test
- b) Demonstration
- c) Deficiency Reporting

2.0 Work Schedule Guarantee:

a) The Orpheum Theatre will be shut down during the above mentioned period to conduct upgrades and will resume its performance schedule at the end of August. All bidders agree to the above schedule and can complete the work in the time provided (if "No" is selected the City may put aside the submission and give it no further consideration):

Yes: _____

No: _____

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 2- WORK SCHEDULE

3.0 Equipment Delivery Schedule:

a) Equipment delivery period (in days) from order to receipt: _____
(The City will require a confirmation of order placement and tracking information).

4.0 Contingency Plans: Contractor will be responsible for ALL COSTS in coordinating delivery and set-up of temporary ventilation, if required which include:

- a) Deposit on rental equipment
- b) Permits required

Electrical requirements, garbage bin removal, fencing, scaffold and extra security.

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 3 - HAZARDOUS MATERIALS REPORT/DISPOSAL PROCEDURES

APPENDIX 3 - HAZARDOUS MATERIALS REPORT/DISPOSAL PROCEDURES

INTRODUCTION

This document is intended to provide detailed requirements and a scope of work for the removal and disposal of waste oil from a fan unit in the Basement Mechanical Room of the Orpheum Theatre located at 601 Smithe Street in Vancouver, British Columbia, in Vancouver, British Columbia (herein referred to as the Subject Building).

If for any reason this document conflicts with applicable legislative requirements or in this document, the more stringent requirement shall apply.

The term Owner as expressed throughout this document refers explicitly to the City of Vancouver and their appointed representatives. The Owner's Representatives refers to, but is not limited to include, the environmental health and safety consultant, DST Consulting Engineers Inc. (DST).

BACKGROUND INFORMATION – PREVIOUS REPORTS & ASSESSMENTS

In preparation for maintenance work on the subject fan unit, the City of Vancouver retained DST to complete a hazard assessment. DST's hazard assessment included:

- Sampling of coatings/paints on the subject fan for lead content analysis;
- Sampling of the oil in the fan unit's motor for lead content analysis;
- Sampling of the oil in the fan unit's motor for polychlorinated biphenyls (PCBs) analysis.

The findings of DST's assessment are detailed in DST report number BE-VC-018085, entitled, *“PCB and Lead Hazard Assessment of the Fan Unit, Orpheum Theatre - 601 Smithe Street, Vancouver, British Columbia”*, dated December 19, 2013 (referred to hereafter as “the Previous Report”).

The conclusions of the Previous Report are summarized below:

- The black paint on the exterior surfaces of the fan ducting contains hazardous levels of lead;
- The black paint on the interior surfaces of the fan ducting contains hazardous levels of lead;
- The red paint on the fan casing contains hazardous levels of lead;

- The red paint on the fan platform contains hazardous levels of lead;
- Based on analytical laboratory results, no concerning levels of lead were identified in the fan unit oil; and,
- Based on analytical laboratory results, no concerning levels of PCBs were identified in the fan unit oil.

APPLICABLE REGULATIONS, GUIDELINES AND STANDARDS

- British Columbia Occupational Health and Safety Regulation 296/97, (BC OH&S Regulation) as amended to the date of this document. Specifically, but not limited to those requirements listed in Part 5, Part 6, and Part 20.
 - Part 5 - Chemical and Biological Substances.
 - Part 6 - Substance Specific Requirements.
- WorkSafeBC publication entitled, "Lead-Containing Paint and Coatings, Preventing Exposure in the Construction Industry", dated June 10, 2011.
- The British Columbia Environmental Protection Act, namely the requirements prescribed in the Hazardous Waste Regulation (HWR), including amendments up to B.C. Reg. 63/2009, April 1, 2009, and the Contaminated Sites Regulation (CSR), including amendments up to B.C. Reg. 97/2011, May 31, 2011.
- The "Hazardous Waste Legislation Guide", British Columbia Ministry of Environment, 2005.
- The Transportation of Dangerous Goods Regulations.
- The British Columbia Building Code, latest edition.
- The British Columbia Fire Code, latest edition.

REGULATORY SUBMITTALS

Submit an appropriate notice of project involving lead to WorkSafeBC not less than 24 hours before the first day of the controlled demolition work and in accordance with the requirements of

Paragraph 20.2 – Notice of Project, of the British Columbia Occupational Health and Safety Regulation, including amendments up to B.C. Reg. 312/2010, February 1, 2011.

The Notice of Project shall be maintained and posted on site throughout the work.

HAZARD ASSESSMENT

The scope of work for this task shall include the removal and disposal of the fan oil. Certain occupational and environmental hazards are associated with this task. These hazards are listed below:

Occupational Hazards:

- Exposure to petroleum chemicals, i.e., waste oil;
- Exposure to lead in the lead-based coatings (LBCs) on fan equipment;
- Exposure to electricity energizing the fan equipment; and,
- Exposure to mechanical hazards associated with an operational fan.

Environmental Hazards:

As per the HWR, waste oil containing more than 3% by weight mineral oil is considered hazardous waste when they are no longer used for their original purposes. Release of the waste oil into the environment will impair the environment and is prohibited.

TECHNICAL WORK PROCEDURES

Decontamination Facilities & Work Procedures

A decontamination station shall be established outside of, and at the entrance to the work areas. The decontamination station shall be equipped with wash pails or equivalent, soap, a fresh supply of water, disposable towels (or equivalent) and disinfectant to enable workers to decontaminate themselves and/or equipment when exiting the work area. The wash down facility will be used as follows:

1. One entrance and exit location will be used and maintained by all workers and authorized visitors to work area.

2. Each time the worker leaves the work area he/she will vacuum his/her disposable coveralls to remove visible debris, within the work area.
3. Remove coveralls and place in a 6 mil labeled polyethylene bag for disposal.
4. **DO NOT REMOVE RESPIRATOR AT THIS TIME.**
5. Still wearing the respirator, the worker will proceed to the decontamination wash down area provided.
6. Thoroughly clean the outside of the respirator with water.
7. Remove the respirator.
8. Thoroughly wash hands and face.
9. Wash and rinse the inside of the respirator.
10. Exit the work area.
11. Respirator filters will be taped over while respirator is not in use to prevent possible release of entrapped asbestos fibres.
12. Any equipment used inside a contaminated work area must be thoroughly cleaned by either wet wiping or HEPA vacuuming prior to being removed from the work area.

Work Procedures

1. Have a qualified electrician to de-energize the subject fan and lock out access to the electrical panel that supplies energy to the subject fan.
 2. Cordon off the work area using **LEAD HAZARD** warning signs and barrier tape restricting access to the work area by unauthorized personnel.
 3. Establish a decontamination facility (as described in the previous section) at the perimeter of the work area.
 4. Place sorbent barriers around floor drains where present.
 5. Seal floor drains with 6 mil fibre reinforced polyethylene sheeting.
 6. Enter work area and pre-clean accessible horizontal surfaces within the area using a
-

HEPA fitted vacuum.

7. Complete the oil extraction, draining it into an appropriate container for disposal.
8. Following the extraction of the oil, complete a final cleaning of the work area using a HEPA fitted vacuum.
9. Complete a final visual inspection to ensure all visible debris and/or dust has been removed from the work area.
10. Dismantle the abatement facilities including the barriers, warning tape, sorbent barriers, decontamination facilities, etc.
11. With the exception of the waste oil, dispose of all wastes generated through the work as lead-containing hazardous waste (see below).
12. Dispose of waste oil as hazardous waste (see below).

WASTE DISPOSAL

Lead-Containing Waste

The lead-containing waste shall be properly disposed of in an authorized disposal area in accordance with the requirements of the British Columbia Ministry of Environment, namely those requirements detailed in the HWR and the Transportation of Dangerous Goods Act and Regulations.

The vehicle transporting the lead waste shall be placard with Class 6 Placard in accordance with Transportation of Dangerous Goods (TDG) requirements.

Waste Oil-Containing Waste

The waste oil shall be properly disposed of in an authorized disposal area in accordance with the requirements of the British Columbia Ministry of Environment, namely those requirements detailed in the HWR.

The vehicle transporting the waste oil shall be placard with Class 9 Placard in accordance with Transportation of Dangerous Goods (TDG) requirements, if applicable.

DISCOVERY OF ADDITIONAL HAZARDOUS MATERIALS

If additional hazardous materials are identified during the work, the Abatement Contractor shall stop work immediately and notify the Owner, and/or the Owner's Representative so that the discovery can be properly assessed.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

All work shall be inspected daily by the Owner and/or the Owner's Representative.

All work procedures and/or containment facility deficiencies that are identified by the Owner and/or the Owner's Representative shall be remediated by the Contractor at no extra cost to the Owner, and shall be completed to an extent deemed appropriate by the Owner and/or the Owner's Representative.

Air Sampling During the Work

The Owner's Representative will complete periodic occupational, ambient, and clean room air monitoring for lead during the work to document:

- Adequate respiratory protection is being used by abatement workers; and,
- Work Area containment facilities are effective in preventing the migration of hazardous materials from the Work Area(s), during abatement activities.

The Contractor shall repair and/or modify their work methods appropriately to ensure adequate respiratory protection is used and to ensure that the Work Areas containment facilities are effective in preventing the migration of hazardous materials from the containment areas.

Such repairs and/or modifications and all remediation resulting from migration of hazardous materials from the work areas shall be completed by the Contractor at no extra cost to the Owner.

ABATEMENT WORK PERFORMANCE/CLEARANCE CRITERIA

Visual Clearance of Work Areas

Upon completion of abatement work, the Abatement Contractor shall notify the Owner's representative that the Work Area is ready for a final visual inspection. At that time, the Owner's representative will complete a visual clearance inspection.

If visible residual debris and/or dust is identified to remain on surfaces of the Work Area through the final inspection, the Work Area shall be re-cleaned by the Contractor following appropriate abatement work procedures, and as directed by the Owners representative.

The re-cleaning actions shall be completed until surfaces of the Work Area are judged by the Owner's representative to be visibly clear of dust and/or debris.

FILE PATH: L:\BE\Projects\City of Vancouver\BE-VC-018035 - CoV - Orpheum Oil Testing for Lead and PCB\BE-VC-018035-SoW & Work Procedure Specification for the Disposal of Waste Oil in Fan Motor - Orpehum Theatre.doc

Vancouver City Hall
453 W. 12th Avenue
Vancouver, BC

SCOPE OF WORK
AND SPECIFICATION FOR
ABATEMENT

MONTH DAY, YEAR
APPENDIX I
DST Project No. BE-VC-016017

APPENDIX I

PRODUCT SUPPLY, DELIVERY AND INSTALLATION AGREEMENT

PS20131220 - ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT

THIS AGREEMENT made as of _____, 200__ (the "Effective Date"),

BETWEEN:

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

(the "City")

AND:

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

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

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

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

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 4 - FORM OF AGREEMENT

- (d) "Business Day" means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (e) "Completion Date" has the meaning set out in Section 8.1;
- (f) "Contract Documents" means this Agreement, the RFQ and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (g) "Delivery and Installation Services" has the meaning set out in Section 2 of Schedule A;
- (h) "Delivery Date" has the meaning set out in Section 8.1;
- (i) "Effective Date" has the meaning set out above, and means the first day of the Term;
- (j) "Event of Default" has the meaning set out in Section 23.2 of this Agreement;
- (k) "General Contractor" means the contractor retained by the City to undertake the renovation of the Premises;
- (l) "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, and any successor legislation thereto;
- (m) "Losses" means in respect of any matter all:
- (i) direct or indirect, as well as
 - (ii) consequential,
- claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (n) "Manufacturer" in respect of a particular Good means the manufacturer of that Good;
- (o) "Pre-Delivery Services" has the meaning set out in Section 1 of Schedule A;
- (p) "Premises" means Orpheum Theatre, Vancouver BC
- (q) "Products" means the all materials, products necessary to complete project to be supplied to the City by the Supplier, as more particularly set out in Schedule B of this Agreement;
- (r) "Product Specifications" has the meaning set out in Section 6.1;
- (s) "Project" means PS20131220 - ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
- (a) "Project Manager" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 25 of this Agreement, and is subject to change in accordance with Section 25.5 of this Agreement;

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 4 - FORM OF AGREEMENT

- (b) **“Proposal”** means the response to the RFQ submitted by the Supplier on [INSERT DATE] together with all correspondence between the City and the Supplier related thereto
- (c) **“PST”** means provincial sales tax administered under the *Social Services Act* (British Columbia) and any successor tax or levies therefor in force from time-to-time;
- (d) **“Purchase Order”** has the meaning set out in Section 9.1;
- (e) **“RFQ”** means Request for Quotation # _____ issued on _____];
- (f) **“Services”** has the meaning set out in Section 4.1;
- (g) **“Standard of Work”** means the highest of:
 - (i) the standard imposed by law;
 - (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - (iii) the standard set forth in the RFQ;
 - (iv) the standard set forth in the RFQ; and
 - (v) the standard otherwise prescribed in this Agreement;
- (h) **“Supplier’s Personnel”** means the Supplier’s staff who are assigned to this Agreement to undertake the Services;
- (i) **“Supplier’s Facility”** means the Supplier’s business premises;
- (j) **“Subcontractors”** means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;
- (k) **“Term”** has the meaning set out in Section 4.3; and
- (l) **“WorkSafeBC Legislation”** means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia).

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

- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to “Section” or “Schedule” is to a Section of and a Schedule to, this Agreement;

REQUEST FOR QUOTATION No. PS20131220
ORPHEUM THEATRE - SUPPLY FAN REPLACEMENT
APPENDIX 4 - FORM OF AGREEMENT

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

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

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

2. SUPPLIER'S REPRESENTATIONS AND WARRANTIES

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

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Services;
- (b) the Supplier is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;

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- (d) the Supplier has a valid City of Vancouver business licence and will maintain such business licence in good standing for the Term;
 - (e) all statements made by the Supplier in its Proposal are true and accurate;
 - (f) the Supplier is an authorized distributor of the Products;
 - (g) the Supplier and the Supplier's Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Services in accordance with the terms of this Agreement;
 - (h) the Products meet or exceed the Product Specifications and the Supplier will install the Products in accordance with the Manufacturer's recommendations and requirements; and
 - (i) all Products will be new and the model approved by the City and free from defects and/or imperfections in material, workmanship or design.
- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.
- 3. PURCHASE OF THE PRODUCTS**
- 3.1 Subject to the terms and conditions of this Agreement, the City agrees to purchase and the Supplier agrees to sell the Products listed in Schedule B of this Agreement to the City at and for the unit prices stated in Schedule B.
- 4. SERVICES**
- 4.1 **Description of Services.** In addition to selling the Products to the City, the Supplier will provide and be fully responsible for the following services (collectively, the "Services"), as may be modified or amended pursuant to the terms of this Agreement:
- (a) the Pre-Delivery Services and the Delivery and Installation Services described in Schedule A of this Agreement;
 - (b) the services described elsewhere in this Agreement;
 - (c) the services described in the RFQ;
 - (d) the services which the Supplier agreed to provide in the Quotation; and
 - (e) any services not specifically covered in (a), (b), (c) or (d) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.
- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to

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the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.

- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City's timetable indicated herein and in the RFQ, ending on the date that the Services are completed to the satisfaction of the City (the "Term").
- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.
- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Supplier at its sole cost upon written request of the City will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.
- 4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City's personnel and the City's contractors, subcontractors, consultants and suppliers including the General Contractor and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. **CHANGES TO SERVICES**

- 5.1 **Right to Make Changes.** The City may request that the Supplier perform additional work beyond the scope contemplated by the Contract Documents in which case the City and the Supplier will agree, in writing, upon a reasonable estimate of the time the additional services will require and the cost of such services ("**Additional Compensation**"). Actual charges for the additional services will not exceed the amount of the Additional Compensation agreed upon between the City and the Supplier.
- 5.2 **Personnel.** The City may from time to time request reasonable changes to the Supplier's Personnel, and the Supplier will comply with any such request. The Supplier will not change any of the Supplier's Personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

6. **PRODUCT SPECIFICATIONS AND DRAWINGS**

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

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7. COMPENSATION

- 7.1 **Fees for Services.** Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, the City will pay the Supplier for the Delivery and Installation Services in accordance with Schedule B of this Agreement. Without limiting the Supplier's obligation to perform all Services, the Supplier acknowledges that it will not invoice the City separately for any Services other than the Installation and Delivery Services and the cost of performing the Pre-Delivery Services and all other Services are deemed to be included in the fees for the Delivery and Installation Services.
- 7.2 **Product Prices.** The prices for the Products are set out in Schedule B and will remain fixed for a period of one year from the Effective Date.
- 7.3 **Supplier's Costs.** The fees for the Delivery and Installation Services and the prices for the Products set out in Schedule B include all of the Supplier's profit and all of the Supplier's costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except GST and PST on the Products and the Services, as applicable) tools, supplies and materials.
- 7.4 **Manner of Payment.** The Supplier will be paid on the basis and at the times set out in Schedule B and Section 17 of this Agreement.
- 7.5 **No Additional Compensation unless Pre-Approved.** No Additional Compensation whatsoever will be payable by the City for work performed by the Supplier which has not been approved in accordance with Section 5.1 hereof.

8. SCHEDULE

- 8.1 **Delivery Date and Completion Date.** The Supplier will commence the Delivery and Installation Services on **August 1, 2014** (the "Delivery Date") and complete the Delivery and Installation Services to the satisfaction of the City by **August 31, 2014** (the "Completion Date").
- 8.2 **Changes to Schedule.** The City may change the Delivery Date to account for changes in the Project schedule generally. If the City changes the Delivery Date then the Completion Date will also change by a corresponding number of days and the City will give the Supplier written notice of such change. Notwithstanding the foregoing, the Delivery Date will not occur before **August 1, 2014**

9. ORDERING PRODUCTS

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

10. TITLE AND RISK

- 10.1 **Risk.** The Products will be at the Supplier's sole risk for any loss or damage until the Supplier has completed the Delivery and Installation Services.

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10.2 **Title.** Title to the Products will automatically pass to the City upon completion of the Delivery and Installation Services. The Supplier will deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to the Products to the City, free and clear of all liens, charges and encumbrances.

11. PRODUCT WARRANTY

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

11.2 **Warranty Effective Date.** The warranty period for a Product will not commence prior to the Delivery Date.

12. EXCLUSIVITY

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

- (a) supply a particular Product to the City;
- (b) supply the quantities of a Product required by the City;
- (c) deliver and install a particular Product in accordance with the deadlines set out in Section 8;
- (d) supply a Product to the City which meets the Product Specifications for such Product;
- (e) perform any of the Services when and where required by the City, or

then in each such case, the City will be entitled, in its sole discretion, to purchase the particular Product or services from any other supplier.

13. SUBCONTRACTORS

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

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

13.2 **Standard of Care of Subcontractors.** The Supplier represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Supplier will

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cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.

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

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

14. **COMPLIANCE WITH LAWS AND TAXES**

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

14.2 **Regulatory Compliance.** The Supplier will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.

14.3 **Permits and Licenses.** The Supplier represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Supplier to supply the Products and provide the Services.

15. **POLICIES, RULES AND REGULATIONS**

15.1 **Rules and Procedures.** The City may prescribe, and the Supplier will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:

- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
- (b) environmental matters;
- (c) accessibility matters;
- (d) sustainability matters;
- (e) the use of specific materials, goods or services;
- (f) public information and communications; and
- (g) **such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.**

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- 15.2 **Changes to Rules and Procedures.** The City may at any time upon notice to the Supplier amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Supplier and its Subcontractors.
- 15.3 **Safety.** The Supplier acknowledges the City's commitment to a superior standard of workplace safety. In addition to complying with all of the Supplier's health and safety obligations specified in this Agreement or otherwise prescribed by Applicable Law, the Supplier agrees to provide support for the City's safety objectives by making efforts to elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.
- 16. RELATIONSHIP OF THE PARTIES**
- 16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.
- 16.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including any Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 23.2) and will permit the City to terminate this Agreement pursuant to Section 23.1(b).
- 16.3 **No Conflicts of Interest.** The Supplier declares that to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Supplier will declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or potential conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Services
- 16.4 **No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the City and the Supplier.

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17. PAYMENT

17.1 **Invoicing.** The City will not be required to make any payment to the Supplier under this Agreement until the Supplier delivers the Products to the Premises and completes the Installation and Delivery Services to the satisfaction of the City. Upon the City confirming that a particular Product has been delivered to the Premises and that the Installation and Delivery Services for that Product have been completed to the satisfaction of the City, the Contractor will invoice the City in full for such Products and Installation and Delivery Services.

17.2 **Submission of Invoices.** Subject to Section 17.1, the Supplier will submit invoices to the City in respect of the Products and the completion of the Installation and Delivery Services by the Supplier in accordance with the prices set forth in Schedule B. Each invoice will be clearly itemized to show this contract number, the Delivery and Installation Services performed, amount of Products delivered, the GST and PST, if applicable, and the Supplier's GST registration number.

17.3 **Address for Invoices.** All invoices will be directed to the following address:

CITY OF VANCOUVER
Accounts Payable
PO Box 7757
Vancouver, BC, V6B 0L5
Tel/Fax: 604-673-8355, 604-673-8356
Email : APCentral@vancouver.ca
Attention: **[INSERT CONTACT]**.

or such other address as the City may communicate to the Supplier from time to time.

17.4 **Time for Payment.** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 17.5, and any holdback required to be made under Applicable Law, the City will pay invoices submitted by the Supplier within 30 days of receipt thereof.

17.5 **Maintenance of Records.** The Supplier will keep, and will cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the purchase of the Products by the City and the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City and any of its duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Supplier, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.

18. WORKSAFEBC COMPLIANCE

18.1 Prior to commencing the Services, the Supplier must provide evidence that it is in good standing with WorkSafeBC.

18.2 **Payment of WorkSafeBC Assessments** - The Supplier agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage

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for itself and all workers, employees, servants and others engaged in or upon the Services. The Supplier agrees that the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Supplier. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

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

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

19. INSURANCE AND INDEMNITY

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

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

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

The policy of insurance will:

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

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or disclaimers. The Supplier will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, [INSERT DEPARTMENT NAME] at any time during the Term immediately upon request.

- 19.7 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this Section 19. Upon request, the Supplier will deposit with the Manager, [INSERT DEPARTMENT NAME] detailed certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.
- 19.8 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 19.9 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any wilful misconduct or negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
- 19.10 **Indemnity.** The Supplier will defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- (a) the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;
 - (b) any wilful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;
 - (c) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Products to the City; and
 - (d) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise.

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

- 19.11 **Discharge of Liens.** The Contractor will make all payments and take all other steps which may be necessary to insure that all monies payable under this Agreement, the Products and any land owned by the City, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Supplier will fully defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees,

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agents and representatives from and against all Losses relating to such matters, and will , on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or court in which the same may appear.

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

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

21. NO PROMOTION

- 21.1 **No Promotion of Relationship.** The Supplier will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Supplier to perform the Supplier's obligations under the terms of this Agreement).

The Supplier undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Supplier and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "**VANOC**"). Without limiting the generality of the foregoing, the Supplier will not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Host City", "Olympic" or "Olympics", and will not use any official emblem, logo or mascot of the 2010 Games or the City, in any Communications, without the express prior written consent of the City, which consent may be arbitrarily withheld.

22. SUSTAINABILITY

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

23. TERMINATION

- 23.1 **Rights of Termination.** This Agreement may be terminated before completion of the Services and before the expiry of the Term, anything to the contrary herein notwithstanding, as follows:
- (a) by the City, at its option and for any reason in its sole discretion, upon 15 Business Days' notice to the Supplier; or

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(b) by the City at its option, at any time after the happening of an Event of Default.

23.2 **Events of Default.** For the purposes hereof, an "Event of Default" will be deemed to occur if:

- (a) the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the City has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the City may terminate without providing a cure period with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;
- (b) any Product which the Supplier has agreed to supply to the City does not meet the Product Specifications for that Product as determined by the City;
- (c) the Supplier is not able to supply any Product by the Delivery Date or complete the Delivery and Installation Services by the Completion Date;
- (d) there occurs or, in the reasonable opinion of the City, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the Supplier;
- (e) the Supplier is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or
- (f) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's reasonable determination, have an adverse impact on the delivery of the Services.

23.3 **Termination Payment.** Where this Agreement is terminated under Section 23.1, the City will pay to the Supplier such part of the compensation as the City, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the City on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon the termination of this Agreement and payment as required hereunder, the City will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Supplier hereunder.

23.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.

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- 23.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.
- 23.6 **Suspension of Services.** The City may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time specified in such notice. In that event the City will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the City in writing.
24. **ASSIGNMENT**
- 24.1 **No Assignment by Supplier without Consent.** The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.
- 24.2 **Change of Control.** If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 24.1.
- 24.3 **Effect of Assignment.** No assignment permitted by the City will relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- 24.4 **Assignment by the City.** The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.
25. **CONTRACT ADMINISTRATION**
- 25.1 **City Project Manager.** For the purposes of this Agreement, the City designates **Morris Pontellini** or their delegate as its Project Manager.
- 25.2 **Supplier Project Manager.** For the purposes of this Agreement, the Supplier designates **[INSERT NAME]** as its Project Manager.
- 25.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 25.4 The Supplier's Project Manager will meet with the City's Project Manager(s) on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.
- 25.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or fax number by written notice to the other party given in accordance with Section 26.1 of this Agreement.
26. **NOTICES**
- 26.1 **Addresses for Notice.** Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered,

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transmitted by facsimile or mailed in British Columbia by pre-paid registered post to the parties as follows:

TO THE CITY:

CITY OF VANCOUVER
[INSERT DEPARTMENT NAME]
[INSERT ADDRESS]

Attention: [INSERT NAME]
Fax: [INSERT FAX]

TO THE SUPPLIER:

[INSERT NAME]
[INSERT ADDRESS]

Attention: [INSERT NAME]
Fax: [INSERT FAX]

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

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

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

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

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

27. TIME FOR PERFORMANCE

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

- 27.2 **Unavoidable Delay.** Notwithstanding Section 27.1, except for the performance of obligations to pay money, the time periods for the City and the Supplier's performance under this Agreement will be extended for periods of time during which their performance is delayed or

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

28. DISPUTE RESOLUTION

- 28.1 All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 28.5.
- 28.2 Subject to Section 28.7, in the event that (i) the parties agree to arbitration pursuant to Section 28.1, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.
- 28.3 If the parties agree to arbitration, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Supplier.
- 28.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 28.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- 28.7 No arbitration pursuant to Section 28.2 will be binding on the City (but will, at the City's option be binding on the Supplier) until the Supplier has permitted the City to conduct an audit of the Supplier's records pursuant to generally accepted auditing standards.

29. GENERAL

- 29.1 **City Information/Approval.** No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Supplier (with respect

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to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Supplier. For greater certainty, any information provided by the City to the Supplier, whether under the RFQ or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Supplier for information purposes only and must be independently verified by the Supplier unless the City otherwise agrees in writing.

- 29.2 **No Waiver.** No action or failure to act by the City will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.
- 29.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 29.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.
- 29.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 29.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 29.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 29.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Supplier.
- 29.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Supplier will be joint and several.
- 29.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

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- 29.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 29.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 29.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.
- 29.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

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

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

Director of Legal Services

Director of Facilities and Design Management

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

Authorized Signatory

Authorized Signatory

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SCHEDULE A

SERVICES

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

1. Pre-Delivery Services

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

(a) Shop Drawings and Product Literature

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

(b) Samples

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

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

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

(c) Site Meetings

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

(d) Storage

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

2. Delivery and Installation Services

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

(a) Delivery

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

(b) Installation

The Supplier will:

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

(c) Temporary Products

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

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deliver and install Products which meet the Product Specifications, the City may immediately exercise its rights under Section 12.1 or 23.1(b) of the Agreement.

(d) **Clean-Up**

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

(e) **Disposal and Recycling**

The Supplier will remove from the Premises all debris, waste or packaging generated by the performance of the Services by the Supplier and will recycle all materials which are capable of being recycled. The Contractor will dispose of any materials which cannot be recycled in accordance with Applicable Laws.

(f) **Demonstration and Acceptance by City**

Upon completion of the Services set out in subsection (b) above, the Supplier will provide the City's Project Manager or other designated City personnel with a demonstration of the operation of each Products supplied and installed by the Supplier and make any adjustments required by the City. If the City determines that any Product does not meet the Product Specifications, does not operate in accordance with the Manufacturer's specifications or is damaged in any way then the Supplier will take whatever steps are required to rectify the situation including, if necessary, replacing the Products.

(g) **Manuals and Warranty Documentation**

The Supplier will deliver all manuals, brochures and warranty documentation to the City's Project Manager on or before the date that the Supplier provides a demonstration of the Products pursuant to subsection (f) above.

(h) **Training**

The Supplier will provide the City's Project Manager or other designated City personnel with training on the proper use and care of all Products. The training will include instruction on operation, care, cleaning and preventative maintenance.

(i) **Warranty Services**

The Supplier will provide warranty service to the City on each Product supplied by the Supplier in accordance with the warranty terms and conditions specified by the City.

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SCHEDULE B

PRICING

[SEE ATTACHED]

SAMPLE

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APPENDIX 1

CERTIFICATES OF INSURANCE

[SEE ATTACHED]

SAMPLE

APPENDIX 4

WORKSAFEBC CLEARANCE LETTERS

[SEE ATTACHED]

SAMPLE

APPENDIX 5 - CITY OF VANCOUVER PRE-CONTRACT HAZARD ASSESMENT FORM

Owners List of Known Workplace Hazards

CONTRACT TITLE Orpheum - Main supply fan rebuild

PROJECT MANAGER (CITY EMPLOYEE) Morris Pontellini

CONTRACT NAME & # (IF KNOWN) _____

Purpose

This document shall be completed by the project manager, who shall list all the **known** worksite hazards and all the **existing** work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

Definitions

Project Manager - 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:

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

N - No - 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

NA - Not Applicable - 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 Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), 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
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.	Yes No N/A
a) Asbestos containing materials (ACM) will be encountered	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
b) A hazardous materials assessment for asbestos is provided in the tender package	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

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.	Yes No N/A
a) Inorganic lead-containing materials may be encountered	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b) A hazardous materials assessment for lead is provided in the tender package	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
c) A hazardous materials assessment for lead is the responsibility of the contractor	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

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) <u>lead in paint and bearing oil</u>	Yes No N/A
a) A hazardous materials assessment for ammonia is provided in the tender package	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

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.	Yes No N/A
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
c) The contractor shall be responsible for isolation and lockout procedures	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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.	Yes No N/A
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b) Work will be performed on or near energized equipment, lines, or circuits	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

If yes to a) or b) describe:

Main power to fan to be isolated for VFD installation and 50 hp motor replacement.

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.	Yes No N/A
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)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
b) Scaffolding or ladders will be required to be secured to a building or structure	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

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	Yes No N/A
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
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)	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>

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	Yes No N/A
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, 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	Yes No N/A
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

If yes to a), list the work processes and/or chemicals in use:

10. NOISE - (existing work processes only)	Yes No N/A
a) Employees will be exposed to noise levels above 85dbA	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
a) confined space when entering fan duct work, to access (1) shaft bearing
b)
c)

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Morris Pontellini	
Project Manager Signature:	Date: Nov 27 2013
Title: Project co-ordinator	Phone: 604-871-6962

APPENDIX 6 - EXISTING GENERAL LIABILITY INSURANCE FORM

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

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

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
 (All Risks Coverage including Earthquake and Flood) **INSURED VALUES: (Replacement Cost)**
 INSURER: _____ Building and Tenants' Improvements: \$ _____
 TYPE OF COVERAGE: _____ Contents and Equipment: \$ _____
 POLICY NUMBER: _____ Deductible Per Loss: \$ _____
 POLICY PERIOD: From _____ to _____

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

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

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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

CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

Contract Title _____

Project Manager (City Employee) _____

Contractor Representative _____

Contract Name and No. _____

PURPOSE

This document shall be completed by the contractor awarded the contract, who shall identify all the known and potential work process hazards associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Pre-Contract Hazard Assessment Form to the Project Manager (City employee) for review and consultation before the contract work begins.

REFERENCE MATERIAL

In order to complete this document, the contractor should refer to a completed copy of any "List of Known Workplace Hazards," provided with the tender package. The contractor is also responsible to refer to any "Hazardous Materials Assessments," provided by the City with the tender package, and possibly referred to in such a "List of Known Workplace Hazards."

INSTRUCTIONS FOR COMPLETION

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

Yes (Y) this work process or worksite hazard will exist for this contract and is the responsibility of the contractor

No (N) even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

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

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where the relevant hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create such a hazard or issue.

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DOCUMENTATION AND TRAINING REQUIREMENTS

During the contract term, the contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a **(D)** in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a **(T)**, the contractor is responsible to train its employees.

HAZARDOUS MATERIALS

The contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
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) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package	Y	N	NA
(b) We will provide a written hazardous materials assessment for asbestos	Y	N	NA
(c) We have a written Asbestos Program (D)	Y	N	NA
(d) As "prime contractor", we will submit a Notice of Project Asbestos(NOP-A) to WorkSafeBC at least 24 hours in advance of the project start-up	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) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package	Y	N	NA
(b) We will provide a written hazardous materials assessment for lead	Y	N	NA
(c) We have a written exposure control program for Lead (D)	Y	N	NA

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
3. Other Hazardous Materials. May include pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____ _____ _____			
(a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y	N	NA
(b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y	N	NA
(c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
(d) We will provide a hazardous materials assessment for (insert hazardous material type here)	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) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y	N	NA
(b) We have a written confined space entry program (D)	Y	N	NA
(c) Our employees have received confined space training (T)	Y	N	NA
(d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y	N	NA
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y	N	NA
(f) We shall identify and record isolation points (D)	Y	N	NA
(g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y	N	NA
(h) We will provide for the services of rescue persons	Y	N	NA

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Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
If yes to (g), provide brief description: _____ _____ _____	
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) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N NA
(b) We will perform work on, or near, energized equipment, lines or circuits	Y N NA
Note: If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate. If yes to (a) or (b) describe: _____ _____ _____	
6A. 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) Our employees 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) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)	Y N NA
(c) Our employees who will be required to use fall protection have received training (T)	Y N NA

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
If yes to (a), describe: _____ _____ _____			
6B. Scaffolding and Ladders. Window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation			
(a) Our employees will use scaffolding or ladders for access to the work	Y	N	NA
(b) The scaffolding or ladders will be exposed to wet and/or slippery conditions	Y	N	NA
(c) We will ensure scaffolding or ladders are secured before accessing the worksite	Y	N	NA
(d) Scaffolding will be erected and dismantled only by qualified workers	Y	N	NA
7. Overhead Power Lines and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting			
(a) There are electrical hazards associated with overhead power lines such as limits of approach and contact	Y	N	NA
(b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y	N	NA
(c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y	N	NA
(d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y	N	NA
8. Construction, Excavation, shoring and Demolition			
(a) As "prime contractor", we will submit a Notice of Project (NOP) to WorkSafeBC at least 24 hours in advance of the project start-up date	Y	N	NA
(b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
(c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y	N	NA

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y	N	NA
(e) We will provide safe means of entry and exit for excavations	Y	N	NA
(f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y	N	NA
(g) We will develop a demolition/salvage plan (D)	Y	N	NA
(h) We will evaluate the demolition materials for reuse or recycling	Y	N	NA
(i) We will protect passers-by from potential hazards	Y	N	NA
9. Chemicals, Solvents, Fumes, Vapours and Dusts. Cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring			
(a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y	N	NA
10. Noise and Vibration. Includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation			
(a) Our employees will be exposed to noise levels above 85dbA	Y	N	NA
(b) We have a written hearing conservation program (D)	Y	N	NA
(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y	N	NA
11. Occupational Health and Safety Program			
(a) We have a written Safety Program (D)	Y	N	NA
(b) We will make regular inspections of all workplaces	Y	N	NA
(c) We will immediately investigate any reported unsafe conditions and correct as required	Y	N	NA
(d) We will investigate all incidents and provide written incident reports to the Project Manager	Y	N	NA
(e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y	N	NA

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
12. First Aid			
(a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y	N	NA
(b) We will complete a first aid assessment (D)	Y	N	NA
(c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y	N	NA
(d) We will develop an effective means of communication between the first aid attendant and the work areas	Y	N	NA
13. Fire Protection. Solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services			
(a) We will weld, solder, or cut with a torch	Y	N	NA
(b) We will use or store flammable/combustible liquids	Y	N	NA
(c) We will use temporary heating devices	Y	N	NA
(d) We will provide water and/or fire extinguishers on the job site	Y	N	NA
14. Personal Protective Equipment (PPE)			
(a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y	N	NA
(b) We have a written PPE program (D)	Y	N	NA
15. Respiratory Protection			
(a) The work will involve materials or processes requiring respiratory protection	Y	N	NA
(b) We have a written respiratory protection program (D)	Y	N	NA
16. Tools Machinery and Equipment			
(a) We will use powder-actuated tools.	Y	N	NA
(b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y	N	NA

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
If yes to (a), describe: _____			
17. Cranes, Forklifts, and Manlifts. Heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement			
(a) We will use a crane, forklift, manlift or other lifting equipment	Y	N	NA
(b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y	N	NA
(c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y	N	NA
(d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y	N	NA
18. Rigging			
(a) We will lift or sling loads overhead	Y	N	NA
(b) We will inspect ropes, hooks and slings before use on each shift	Y	N	NA
19. Motor Vehicles and Heavy Equipment. Goods delivery, personnel transportation services, trailer relocation services, oil/water pump-out and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydro-seed services, tree stump grinding, and concrete sawing and removal			
(a) We will use motor vehicles or heavy equipment at the work location	Y	N	NA
(b) All operators have a valid provincial driver's license	Y	N	NA
(c) We will inspect vehicles, including safety features (e.g., ROPS)	Y	N	NA
20. Traffic Control			
(a) There will be uncontrolled movement of vehicular traffic at the worksite	Y	N	NA
(b) We will develop a written traffic control plan (D)	Y	N	NA
(c) We will put in place any required traffic control devices	Y	N	NA
(e) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) "Traffic Control Manual for Work on Roadways"	Y	N	NA
We will provide Traffic Control Persons (TCP's) as required by law	Y	N	NA

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Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
21. Crystalline Silica Dust	
(a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y N NA
22. Additional Concerns	
We foresee additional health and safety concerns associated with the work	Y N NA
If yes, describe:	
(a) _____	
(b) _____	
(c) _____	
(d) _____	
(e) _____	
(f) _____	
Describe the control measures each of the concerns listed above:	
(a) _____	
(b) _____	
(c) _____	
(d) _____	
(e) _____	
(f) _____	

PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY	
Name (print):	
Title:	Phone:

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
Summary of Documentation (D) to be Provided by the Contractor upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	
(a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	Y N NA
(b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	Y N NA
(c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	Y N NA
(d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	Y N NA
(e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	Y N NA
(f) Plan for minimizing risk to public and to workers (City of Vancouver)	Y N NA
(g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	Y N NA
(h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	Y N NA
(i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	Y N NA
(j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	Y N NA
(k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	Y N NA
(l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	Y N NA
(m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	Y N NA
(n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	Y N NA
(o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorkSafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	Y N NA
(p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	Y N NA
(q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	Y N NA
(r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	Y N NA
Summary of Training Requirements (T) of Contractor Employees (for any persons completing this type of work throughout the duration of the contract)	
(a) Confined Space Entry (WCB OHS Regulation Part 9.8)	Y N NA
(b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	Y N NA
(c) Equipment Operation (WCB OHS Regulation Part 4.3(1)(b)(i)(ii))	Y N NA

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
(d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	