



**REQUEST FOR QUOTATIONS NO. PS20172030 (the “RFQ”)
CONSTRUCTION SERVICES FOR BUILDING RENOVATIONS – 342 ALEXANDER STREET**

Quotations are to be addressed to the Supply Chain Management office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on Thursday, November 16, 2017 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations may be delivered by couriers or otherwise in person at the address specified above, prior to the Closing Time. Quotations must be marked with the vendor's name and the RFQ title and number.
2. “Vancouver Time” will be conclusively deemed to be the time shown on the clock above the Supply Chain Management drop box on the 4th Floor of Vancouver City Hall.
3. 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.
4. DO NOT SUBMIT QUOTATIONS BY FAX OR EMAIL
5. All queries related to this RFQ should be submitted in writing to the attention of:

Brian Brennan

Email: **brian.brennan@vancouver.ca**

(the “**Contact Person**”)

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1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “**City**”) is seeking quotations to determine if it will enter into one or more contracts in respect of building renovations for Heat Shelters (“Heat Shelters”).
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 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 may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 SUSTAINABILITY

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 INQUIRIES

- 3.1 It is the responsibility of each 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 three (3) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.

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- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so in early November, 2017; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), 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.
- 4.5 Each vendor should a preliminary construction schedule, with milestones reflecting the City's desired dates for the work.
- 5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**
- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): 342 Alexander Street, Vancouver, British Columbia V6Z 2T1, or to such other addresses as are specified in a City contract or purchase order.
- 6.0 WORK SCHEDULE**
- 6.1 Vendors are asked to state in their quotations the time(s) required from the date of entry into contract to completion of work. The City may give precedence to vendors who can meet or exceed the City's desired schedule.
- 7.0 QUANTITIES**
- 7.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary.
- 8.0 TERMS OF PAYMENT**
- 8.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.
- 9.0 CONTRACTING**
- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a Construction Agreement and Prime Contractor Agreement in the form of Appendix 3.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of

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Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

- 9.4 Prior to entry into contract the successful vendor will be required to submit a duly completed "Contractor Pre-Contract Assessment Form" in the form of Appendix 3 – Form of Agreement - Schedule F - Contractors Pre-Work Hazard Identification.
- 9.5 Prior to entry into contract the successful vendor will be required to submit a duly completed Certificate of Insurance in the form of RFQ Appendix 4, showing evidence of the insurance requirements of Appendix 3 – Form of Agreement – Article 7 – Insurance.
- 9.6 Prior to entry into contract the successful vendor will be required to submit a duly completed Construction Schedule for review and acceptance by the City. The final version will be contained within Appendix 3 – Form of Agreement – Schedule C – Time Schedule for Supply.

10.0 ALTERNATIVES / DEVIATIONS

- 10.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, references, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);

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- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

13.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is

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registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

15.0 INFORMATION MEETING

- 15.1 Vendors are required to attend the mandatory information meeting (the "Mandatory Information Meeting") on Monday; November 6, 2017 commencing at 10:00 a.m.
- 15.2 The location of the Mandatory Information Meeting will be: 342 Alexander Street, Vancouver, British Columbia.
- 15.3 All Vendors attending the Mandatory Information Meeting must bring their own PPE consisting of steel toe footwear, high visibility vests, and safety glasses.
- 15.4 Vendors are asked to pre-register for the Mandatory Information Meeting by submitting the Mandatory Information Meeting Attendance Form (Appendix 5) to the Contact Person email prior to Friday, November 3, 2017.

16.0 HAZARDOUS MATERIALS ABATEMENT

A hazardous materials survey has been performed at the Site and is attached. The following hazardous materials have been identified:

- Elemental Mercury;
- Suspect PCBs;
- Rodent Droppings; and,
- Used Needles.

Hazardous materials will be disturbed during construction.

- 16.1 The Vendor must use one of the City's pre-qualified hazardous materials abatement contractors for any abatement work. The City will retain a pre-qualified hazardous materials consultant to oversee the abatement contractor's work. As such, the Vendor **must** propose to use one or more of the following pre-qualified hazardous materials consultants and abatement contractors for the abatement work and such consultants(s)/contractor(s) **must** be named in the table of subcontractors above.

Hazardous materials abatement must be completed in accordance with the Occupational Health and Safety Regulation and hazardous waste disposed of in accordance with the

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Environmental Management Act. A completion report including all disposal documentation will be completed by the consultant and provided to the City's Hazardous Materials Team upon project completion.

IF THE VENDOR DOES NOT PROPOSE A PRE-QUALIFIED ABATEMENT CONTRACTOR AND/OR CONSULTANT, ITS QUOTATION WILL BE DEEMED NON-COMPLIANT AND WILL NOT BE CONSIDERED.

PRE-QUALIFIED ABATEMENT CONTRACTORS LIST

NO.	CONTRACTOR			KEY CONTACT/EMAIL/PHONE
1	Actes Environmental Limited			Michael Fleming Michael@actesenvironmental.com 604.990.4258
2	Enviro-Vac Limited			Chris Mitsche chris@envirovac.com 604.992.8514
3	Nucor Environmental Solutions Limited			Jim Dumelie jimd@nucorenv.ca 604.521.2214
4	Phoenix Enterprises Limited			Richard Purdy Richard@pelsurrey.com 604.594.0224
5	Proactive Hazmat Environmental Limited			Sheldon White Sheldonw@proactivehazmat.com 778-887-3545
6	Quantum Murray LP			Gustavo Perez gperez@qmlp.ca 604.219.4192

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Please mail, courier or deliver your quotation in person to:

**City of Vancouver
Supply Chain Management
4th Floor Dropbox
453 West 12th Avenue
Vancouver, BC V5Y 1V4**

If sending by courier or otherwise delivering in person, address to the above address and deliver to the Supply Chain Management drop box on the 4th Floor of Vancouver City Hall.

Quotations must be marked with the vendor's name and the RFQ title and number and required appendices or supporting documents must be attached.

ATTENTION: Brian Brennan

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20172030 (THE "RFQ")

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The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 TABLE OF PRICES:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

Item	Description	Unit Price	Unit of Measure	Total Price
1.	General , in accordance with the specifications set out in the RFQ.	\$	Lump Sum	\$
2.	Plumbing , in accordance with the specifications set out in the RFQ.	\$	Lump Sum	\$
3.	Electrical , in accordance with the specifications set out in the RFQ.	\$	Lump Sum	\$
4.	Hazardous Materials Abatement in accordance with the specifications set out in the RFQ.	\$	Lump Sum	\$
GST should not be included in prices but prices should be inclusive of all PST.				\$
Delivery costs should be included in prices.				

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2.0 TIME LIMITATIONS ON PRICING:

(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)

3.0 TIMES AND SCHEDULING

(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors. A preliminary construction schedule with the City's desired dates taken into consideration should be provided with the Quotation.)

4.0 SUSTAINABILITY

Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.

5.0 TERMS OF PAYMENT

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)

6.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)

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7.0 SUBCONTRACTORS

(Provide a list of subcontractors and their relevant discipline, including any mandatory Hazardous Materials Contractors/Consultants required by section 16.0 of the RFQ's instructions to Vendors.)

8.0 OTHER INFORMATION

(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

9.0 REFERENCES

Vendors should confirm that they and their proposed subcontractors have the required experience to perform the work. Each vendor should submit information concerning a minimum of three completed projects (similar in scope and size to the work, for each of itself and its proposed subcontractors, including the following information:

Reference #1

Description of Project:

Location of Project:

Contract Value:

\$ (Cdn. Dollars)

**Start and Completion
Dates:**

Completed on Schedule? Yes No (Circle Correct Response)

Name of Contract City:

**Name of Project
Reference:**

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Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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Reference #2

Description of Project:

Location of Project:

Contract Value:

\$ _____ (Cdn. Dollars)

**Start and Completion
Dates:**

Completed on Schedule? Yes No (Circle Correct Response)

Name of Contract City:

**Name of Project
Reference:**

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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Reference #3

Description of Project:

Location of Project:

Contract Value:

\$ _____
(Cdn. Dollars)

Start and Completion Dates:

Completed on Yes No (Circle Correct Response)
Schedule?

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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10.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

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.: _____

Date and
Jurisdiction of
Incorporation: _____

City of Vancouver
Business License No.
(or, if available, Metro
West Inter-Municipal
Business License
No.): _____

WorkSafeBC
Registration
No.: _____

SCOPE OF WORK 342 Alexander Street

1.0 Introduction

The purpose of the RFQ is to obtain the services of a qualified contractor to complete renovations at 342 Alexander Street in Vancouver, British Columbia. The site will be a Heat Shelter for the 2017/2018 winter season.

The timeframe for construction is limited. After hours work may be permitted, upon approval by the City.

2.0 Summary of Requirement

The work generally consists of plumbing, electrical, and general construction services as described below.

2.1 Demolition

- Main floor:
 - remove and dispose of existing overhead door, track and motor
- Second floor:
 - remove and dispose of existing overhead door, track and motor
 - remove and dispose of existing wall and double door as shown on drawing

2.2 Plumbing

- Main Floor:
 - Supply and install two new toilets, and two wall hung sinks (handicap height), as per drawing, products to be American standard Cadet. sink fixtures to be a two lever tap American standard in bathrooms
 - Supply and install one - one piece shower (36"x36") As sourced from Andrew Sherret Shower stall: 36"x36" Venco 3636FW. Shower valve: rough in R120SS. Shower trim: T675561.002, with faucet and or equivalent
 - Supply and install one - 36"x60" shower with base and surround (Shower valve: rough in R120SS. Shower trim: T675561.002, with faucet and or equivalent
 - Supply and install a double stainless steel kitchen sink with a single lever faucet in kitchen area
- Second Floor:
 - Supply and install two new toilets, and two wall hung sinks (handicap height), as per drawing, products to be American

standard Cadet. sink fixtures to be a two lever tap American standard in bathrooms

- Supply and install two - 36"x60" shower with base and surround (Shower valve: rough in R120SS. Shower trim: T675561.002, with faucet and or equivalent,
- Supply and install plumbing connections for five washing machines

2.3 Electrical

- Main Floor:
 - Supply and install a new electric hot water tank to work in conjunction with existing tank
 - Supply and install three new hardwired and interconnected combination CO/Smoke alarms. wired and interconnected combination CO/Smoke alarms (product to be Kiddee or equivalent)
 - Supply and install ten exit/emergency light units to meet code (Product Lumacell 10LMCE 6v 44W or equivalent)
 - Supply and install three dedicated break with three outlets in kitchen area
 - Supply and Install an exhaust fan and humidity sensing switches for each of 2 shower (product Panasonic 80 CFM or equivalent or equivalent)
 - Supply and install lighting (2-40Watt fixtures) & switches, in both shower rooms
 - Supply and install a 1'*4' fluorescent light fixture in new bathroom with switch
 - Supply and install a light fixture over the mirror in new washroom
 - Supply and install two bathroom exhaust fans with switches
 - Supply and install 15 electrical receptacles throughout main floor as per drawing
 - Separate lighting switches into the following:
 - Font half on one switch
 - Kitchen area
 - Sleeping areas
 - Addition on dimmable lighting to provide minimal light for walking areas
 - Ensure electrical panel is labeled
 - Supply and install new ceiling Fan with 3 position speed control switches. (product to be Gescan : Banveil 2000 FP56 ceiling fan, Canarm speed control part CQ004 or equivalent)
 - Supply and Install lights(2-40Watt fixtures in each)and switches in both showers,
 - Supply and install a video intercom system, with a mag lock on front door
 - Supply and install a video camera to monitor front door

- Second Floor:
 - Supply and install electrical power for five washing machines and five dryers,
 - Supply and install four new hardwired and interconnected combination CO/Smoke alarms. wired and interconnected combination CO/Smoke alarms (product to be Kiddee or equivalent)
 - Supply and install eight exit/emergency light units to meet code (Product Lumacell 10LMCE 6v 44W or equivalent)
 - Supply and install new ceiling Fan with 3 position speed control switches. (product to be Gescan : Banveil 2000 FP56 ceiling fan, Canarm speed control part CQ004 or equivalent)
 - Supply and install a light fixture over the mirror in new washroom
 - Supply and install two bathroom exhaust fans with switches
 - Supply and install two 1'*4' fluorescent light fixture in new bathroom with switch
 - Supply and Install lights(2-40Watt fixtures in each)and switches in both showers
 - Supply and Install an exhaust fan and humidity sensing switches for each of 2 shower(product Panasonic 80 CFM or equivalent or equivalent)
 - Supply and install a 1'*4' fluorescent light fixture for storage room with switch
 - Supply and install 8 electrical receptacles throughout second floor as per drawing
 - Supply and install 5 electrical receptacles in second floor office as per drawing
 - Supply and install a 1'*4' fluorescent light fixture for office with switch
 - Supply and install a 1'*4' fluorescent light fixture for Laundry room with switch
 - Separate lighting as much as possible, to provide minimal light for sleeping area on second floor,

2.4 General

- Main Floor:
 - Supply and install cinder blocks for new entrance with side light ad per drawing
 - Supply and install a new steel 2-3' doors with glass and panic hardware
 - Supply and install side glass to main entrance as shown on drawing
 - Supply and install bathroom Partitions with two doors
 - Supply and install mirror in bathroom
 - Supply and install Handicap toilet grab bar

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- Supply and install handicap grab handles in handicap shower as required, ensure adequate backing is provided
 - Supply and install cabinets and counters as needed in kitchen area
 - Supply and install cabinet and counter top for coffee area
 - Supply and install a doors as noted in drawing
 - Supply and install fire extinguishers as needed (4x5 lb ABC fire extinguishers to be located near all exit doors (2), kitchen, and rear stairwell
 - Supply and install doors as noted in drawing:
 - Kitchen door, lockset to be lockable with key
 - New Bathroom door to be a push and pull only
 - Shower Doors to be cut 4"-5" from the bottom, with privacy locks
 - Flooring in showers and bathrooms, to supply and install welded sheet vinyl and 4" cove base. (Product to be Stratamax - sheet vinyl by Armstrong, or equivalent)
 - Remaining floors to be painted as noted in drawing
 - Supply and install a lockable lock with key form existing washroom
 - Supply and Install Fire safety plan for main floor, AutoCAD drawing of floor to be provided. There should be one for each exit (3).
 - Supply and install locking mechanism for all thermostats
 - All walls to be painted as noted on drawings
- Second Floor:
 - Supply and install cinder blocks for new entrance as per drawing
 - Supply and install a new steel 2-3' doors with glass and panic hardware
 - Supply and install fire extinguishers as needed (3x5 lb ABC fire extinguishers to be located near all exit doors, laundry, and office
 - Floors are to be painted
 - Supply and Install Fire safety plan for second floor, AutoCAD drawing of floor to be provided. There should be one for each exit (2).
 - All showers to have a shower a privacy lock, and all doors to be cut 4"-5" from the bottom
 - Flooring in showers and bathrooms, to supply and install welded sheet vinyl and 4" cove base. (Product to be Stratamax - sheet vinyl by Armstrong, or equivalent)
 - Supply and install handicap grab handles in handicap shower as required, ensure adequate backing is provided
 - Supply and install Handicap toilet grab bar
 - Supply and install bathroom Partitions with two doors
 - Supply and install mirror in bathroom
 - Supply and install doors as noted in drawing:
 - Office door, lockset to be lockable with key

REQUEST FOR QUOTATIONS NO. PS20172030
CONSTRUCTION SERVICES FOR BUILDING RENOVATIONS - 342 ALEXANDER STREET
APPENDIX 1 - REQUIREMENTS

- New Bathroom door to be a push and pull only
- Shower Doors to be cut 4"-5" from the bottom, with privacy locks
- Door to Laundry, lock to be a lockable with key
- All interior keys to be on a master, 8 keys to be provided
- All exterior locks to be on a master, 8 keys to be provided
- Supply and install locking mechanism for all thermostats
- All walls to be painted as noted on drawings

3.0 City Provided

The City will supply the following:

- Access to City staff; and
- All permits, excluding trade permits.

4.0 Schedule

It is anticipated that the work will begin by November 21, 2017. The work must be completed by December 15, 2017.

5.0 Attachments:

5.1 Drawings.

5.2 Hazardous Materials Report

REQUEST FOR QUOTATIONS NO. PS20172030
CONSTRUCTION SERVICES FOR BUILDING RENOVATIONS - 342 ALEXANDER STREET
APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT is made as of

BETWEEN:

SUPPLIER NAME>, a corporation> organized under the laws of and having an office at

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of ;

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

- (a) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (c) **"Certificate of Completion"** means a certificate issued by the City, which shall confirm the Supplier's completion of the Supply under and in accordance with this Agreement and shall include, or meet the requirements for, a certificate of completion pursuant to the *Builders Lien Act* (British Columbia) if the City determines that is required;
- (d) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 4;
- (e) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any competent authority in connection with the Supply or the Site;
- (f) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
- (g) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (h) **"Documentation"** means calculations, drawings, designs, plans, records, reports, documents, papers, photos, models, deliverables, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (i) **"Effective Date"** has the meaning ascribed to such term in Section 2.1;

- (j) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (k) **"Environmental Law"** means any Law which imposes any obligations relating to:
 - (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (l) **"Hazardous Substance"** means any substance or material that is prohibited, controlled or regulated by any competent authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (m) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any competent authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (n) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all city policies of which notice has been given to the Supplier that relate to occupational health or safety, and includes without limitation the WCA;
- (o) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;

- (p) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (q) **"Representative"** means an official, officer, employee, agent, subcontractor or other representative of a Party, or any other person for whom the Party is responsible;
- (r) **"Safety Incident"** means:
 - (i) a failure by the Supplier to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier.
- (s) **"Sales Tax"** has the meaning ascribed to such term in Section 10.1;
- (t) **"Site"** means each of the worksites at which the Supply shall be performed and each other place where the Supply is performed;
- (u) **"Supplier's Manager"** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 4;
- (v) **"Supply"** means the goods, services and works described in Schedule A, which are to be provided to the City by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;
- (w) **"Taxes"** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a competent authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or

payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and

- (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (x) “Time(s) for Completion” means the time(s) stated in Schedule C by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (y) “Variation” has the meaning ascribed to such term in Section 3.6(a); and
- (z) “WCA” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof; and

- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Time Schedule for Supply
Schedule D	Site
Schedule E	Owners List of Known Workplace Hazards
Schedule F	Contractors Pre-Work Hazard Identification
Schedule G	Insurance Forms

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

2.2 Term

Unless earlier terminated pursuant to ARTICLE 8, this Agreement shall terminate upon the completion of the Supply in accordance herewith or on such later date as the Parties may agree in writing.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 Supply

- (a) The Supplier shall provide the Supply to the City, in accordance with the directions of the City and in conformity with this Agreement and the City's Supplier Code of Conduct available at [!\[\]\(eb2da236c8e866008a78d7aa69bcc6c9_img.jpg\)](#).
- (b) Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.2 Standards and Requirements

The Supplier shall provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;

- (b) the specific requirements of Schedule A (Scope of Goods and Services) and Schedule C (Time Schedule for Supply), and the instructions of the City;
- (c) the city policies of which notice has been given to the Supplier; and
- (d) industry best practice,

and the Supplier shall comply with the standards and requirements in Sections 3.2(a) to (d) in the order of priority in which such standards or requirements are listed (with Section 3.2(a) being of highest priority).

3.3 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

3.4 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) The Supply shall, when completed, be without defects or imperfections and shall function correctly and adequately and without any need of repair or improvement for at least one year following the completion of the Supply or such defects, imperfections or failures to function correctly and adequately, shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (a) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (b) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.

- (d) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (e) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.4 or to evidence the Supplier's compliance with this Section 3.4, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.4.

3.5 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties.
- (b) The City is not bound to treat the Supplier as its exclusive supplier of any goods or services.
- (c) It is the intention of the Parties that any personnel utilized or supplied by the Supplier hereunder shall remain employees of the Supplier for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

3.6 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in the schedules hereto shall constitute a "Variation" and shall be governed by and subject to this Section 3.6.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the

Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter:

- (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
- (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, which such agreement must be evidenced in writing.

3.7 Defects and Acceptance

- (a) When, in the Supplier's judgement, the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such review of the Supply as the City reasonably deems necessary.
- (b) If the review described in the foregoing Section 3.7(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) When the City is reasonably satisfied that the Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (e) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.7(d).



3.8 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
 - (i) payment therefor by the City;



- (ii) its fixture to any part of the Site; and
 - (iii) in the case of a good or material, its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.8, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the Certificate of Completion has been issued.

ARTICLE 4 CONTRACT MANAGERS

4.1 City's Managers

- (a) The City hereby designates each of  and  as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 4.1 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

4.2 Supplier's Managers

- (a) The Supplier hereby designates each of  and  as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any

instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 4.1(b).

- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

4.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

ARTICLE 5 SUPPLIERS' WARRANTIES AND COVENANTS

5.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a ~~<incorporation>~~ corporation duly organized, validly existing and in good standing under the laws of ~~<BC>~~ and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license; and
- (e) the Supplier is fully experienced in the carrying out of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply.

5.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives;
- (b) prior to their attendance at the Site, deliver to each of its Representatives copies of the OHS Requirements relevant to the Site;

- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance requirements, and provide to the City copies of any notices, correspondence or directions issued by any government or competent authority relating to health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

5.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any person employed or engaged by the Supplier violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City first and subsequently to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 5.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

5.4 Covenants Regarding the Environment

(a) The Supplier shall:

- (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Site;
- (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense; and
- (iii) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

(b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the Site, any Hazardous Substances unless such Hazardous Substances are:

- (i) reasonably required to carry out the Supply; and
- (ii) brought or stored or permitted to be used at the Site in compliance with all Laws (including Environmental Laws).

The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Site or the environment by the Supplier or its Representatives, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from the Site, or in the vicinity of the Site.

5.5 Further Covenants Regarding the Site

(a) The Supplier shall:

- (i) at its sole cost, keep any portion of the Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (ii) not to do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of

the Site or adjacent areas or to any works or structures or installations thereon.

- (b) The Supplier acknowledges the list of workplace hazards attached as Schedule E, and covenants to carry out the Supply in a manner conscientious of such hazards so as to avoid any harm or ill effect as a result of such hazards. The Supplier furthermore acknowledges and agrees that it shall bear the responsibilities assigned to it in the separate, completed hazard identification form attached as Schedule F.
- (c) The Supplier affirms and agrees that, in the event of any conflict between any part of Schedule F and any other provision of this Agreement, including any other schedule to this Agreement, such that it is not possible for the Supplier to comply with both such part of Schedule F and such other provision of this Agreement, the Supplier shall comply only with such conflicting part or provision as imposes the greater responsibility or higher standard upon the Supplier.

5.6 Covenants Against Encumbrances

- (a) The Supplier shall keep the Site, and each part thereof, and each good included in the Supply, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 5.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable competent authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 5.6(b).

ARTICLE 6 PAYMENT; AUDITS

6.1 Payment to the Supplier

- (a) Subject to ARTICLE 8 and Section 6.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 6.2(b) and Section 6.3.

- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia)) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

6.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) an itemized list of the amounts owing;
 - (ii) the time period to which the invoice relates;

- (iii) a description of the portion of the Supply to which the invoice relates;
 - (iv) the total amounts payable under the invoice;
 - (v) all supporting documentation relating to disbursements; and
- such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

6.3 Procedure for Invoices

- (a) The Supplier shall submit each of its invoices to the City, Attention: Accounts Payable, by email to APInvoices@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

6.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

6.5 Audits

The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier at any time prior to the expiry of 365 days after completion of the Supply or earlier termination of this Agreement.

6.6 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

ARTICLE 7 LIABILITY AND INSURANCE

7.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with any negligent act or omission, any wilful misconduct, or any breach of Law or this Agreement, of the Supplier or any Representative of the Supplier.
- (b) Nothing in this Section 7.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to the City, including without limitation any liability for:
 - (i) the Supplier's deliberate default, fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 7.1 and the City accepts such appointment.

7.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$2,000,000 per occurrence and at least \$2,000,000 of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 7.2(a).
- (c) The cost of the insurances arising under this Section 7.2 shall be deemed to be incorporated into the prices specified in Schedule B.
- (d) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used

for this purpose) that the insurances required by this Section 7.2 have been taken out and are being maintained.

ARTICLE 8 TERMINATION

8.1 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 8.1(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

8.2 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:

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

8.3 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all City information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping; and
 - (iv) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.04(a) and its reasonable demobilization costs, up to a maximum of \$2,000, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

8.4 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.4, 6.5 and ARTICLE 7 shall remain in force.

ARTICLE 9 ASSIGNMENT AND SUBCONTRACTING

9.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

9.2 Subcontracting

- (a) The Supplier shall not subcontract any part of the Supply without the written consent of the City.
- (b) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

ARTICLE 10 TAXES

10.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party; provided, however, that all Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of goods or services within Canada hereunder are included in the Contract Price, unless, and to the extent, it is clearly stated that they are intended to added to the Contract Price.

ARTICLE 11 MISCELLANEOUS

11.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

11.2 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 11.2(a) or 7.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

11.3 Entire Agreement

- (a) This Agreement and the Prime Contractor Agreement between the City and the Supplier dated the date hereof constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancel~~<S>~~ and supersede~~<S>~~ any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement and the Prime Contractor Agreement between the City and the Supplier dated the date hereof.
- (b) In the event of any conflict between any provision of this Agreement and a provision of the Prime Contractor Agreement between the City and the Supplier dated the date hereof, such that it is not possible for the Supplier to comply with both provisions, the Supplier shall comply only with such of the conflicting provisions as imposes the greater responsibility or higher standard upon the Supplier.

11.4 Amendments and Waiver

Subject to Section 3.6, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

11.5 Notices

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Managers, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or electronic transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:
 - (i) if to the Supplier:

<Supplier Name>
<address>

Attention: <>
Facsimile: <>

(ii) if to the City:

City of Vancouver
<Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <>
Facsimile: <>

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 6.3 or as otherwise specified in the relevant City purchase order.

(b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
- (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
- (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

11.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.

- (b) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except to the extent necessary to enforce, in another jurisdiction, any judgment of any court in the Province of British Columbia.

11.7 Counterparts

This Agreement may be executed in counterparts. Such counterparts, taken together, constitute one instrument.

[The remainder of this page is intentionally left blank.]

11.8 Electronic Execution

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

11.9 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

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

< SUPPLIER NAME>

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

SCHEDULE A
SCOPE OF GOODS AND SERVICES

(to be inserted once finalized)

**SCHEDULE B
PRICES FOR SUPPLY**

The above prices are inclusive of all PST, including PST on materials, and all other Sales Tax, except for GST on the Supply. Only GST assessed by the federal government upon the sale of the Supply hereunder shall be charged to the City in addition to the above prices.

For purposes hereof, "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time, and "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time.

SCHEDULE C
TIME SCHEDULE FOR SUPPLY

Construction Schedule to be inserted prior to contract execution.

SCHEDULE D
SITE

Deliberately left blank.

SCHEDULE E -
OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Owners List of Known Workplace Hazards

CONTRACT TITLE 342 ALEXANDER ST, WINTER RESPONSE SHELTERPROJECT MANAGER (CITY EMPLOYEE) PASQUALE PUCCICONTRACT NAME & # (IF KNOWN) 604-834-9444**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*

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

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

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

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 (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	Y
b) A hazardous materials assessment for asbestos is provided in the tender package	Y
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y

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 (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	N
b) A hazardous materials assessment for lead is provided in the tender package	N
c) A hazardous materials assessment for lead is the responsibility of the contractor	N

3. OTHER HAZARDOUS MATERIALS - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	N
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	N
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	N

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 (Y) No (N) or Not Applicable (NA)
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	N
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	N
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y

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 (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y
b) Work will be performed on or near energized equipment, lines, or circuits	Y

If yes to a) or b) describe:

6. FALL PROTECTION - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
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)	N
b) Scaffolding or ladders will be required to be secured to a building or structure	N

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 (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	N
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)	N
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	N
d) Underground or hidden utilities are located on the job site. 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	N

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?

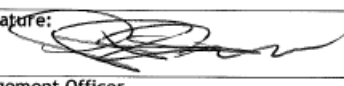
8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	N
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	N

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 (Y) No (N) or Not Applicable (NA)
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	N
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	N

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

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dba	Y

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

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Pasquale Pucci	
Project Manager Signature: 	Date: October 13, 2017
Title: Property Management Officer	Phone: 604-834-9444

SCHEDULE F -
CONTRACTORS PRE-WORK HAZARD IDENTIFICATION

[to be completed by the Supplier prior to contract execution]

Contractors Pre-Work Hazard Identification

CONTRACT TITLE:

PROJECT MANAGER (CITY EMPLOYEE):

CONTRACTOR REPRESENTATIVE _____

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 Contractors Pre-Work Hazard Identification (CHI) document 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 reference a completed copy of the **List of Known Workplace Hazards**, initially provided with the tender package. The contractor is also responsible to reference any **Hazardous Materials Assessments**, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

Instructions for Completion

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

Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor

N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

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

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

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

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 their 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	Contractor Confirmation
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 (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
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 TBD
b) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
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 startup	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.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for lead provided by the City	Y N NA TBD

of Vancouver (or third party) in the tender package	
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD
c) We have a written exposure control program for Lead (D)	Y N NA

3. OTHER HAZARDOUS MATERIALS - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____	Yes (Y) No (N) or Not Applicable (NA)
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 TBD
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 TBD
c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

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 (Y) No (N) or Not Applicable (NA)
a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
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

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.	Yes (Y) No (N) or Not Applicable (NA)
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.	Yes (Y) No (N) or Not Applicable (NA)
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

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.	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorkSafeBC at least 24 hours in advance of the project startup 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
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, VAPORS, AND DUSTS - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
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)	Yes (Y) No (N) or Not Applicable (NA)
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
d)	
11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM	Yes (Y) No (N) or Not Applicable (NA)
b) We have a written Safety Program (D)	Y N NA

c) We will make regular inspections of all workplaces	Y N NA
d) We will immediately investigate any reported unsafe conditions and correct as required	Y N NA
e) We will investigate all incidents and provide written incident reports to the Project Manager	Y N NA
f) 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
12. FIRST AID	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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)	Yes (Y) No (N) or Not Applicable (NA)
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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	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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

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.	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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 pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) <i>"Traffic Control Manual for Work on Roadways"</i>	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

21. CRYSTALLINE SILICA DUST	Yes (Y) No (N) or Not Applicable (NA)
a) Our work will involve jackhammering, rotohammering, drilling, grinding or other	Y N NA

disturbance of concrete or stone, creating potential exposure to silica dust	
--	--

22. Additional Concerns	Yes (Y) No (N) or Not Applicable (NA)
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:	
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)		Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)		
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)		
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)		
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)		
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)		
f) Plan for minimizing risk to public and to workers (City of Vancouver)		
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)		
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)		
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)		
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)		
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)		
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)		
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)		
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)		
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))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	
SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	

**SCHEDULE G -
INSURANCE FORMS**

(to be filled out by the suppliers broker prior to contract execution)

PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

- a) "OH&S Regulation" means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) "Owner" means City of Vancouver;
- c) "Place of the Work" means the work site at **[LOCATION ADDRESS OF THE WORK SITE REQUIRED]**;
- d) "Prime Contractor" means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) "Project" means **[INSERT DESCRIPTION OF THE PROJECT]** at **[INSERT STREET LOCATION]**, as contemplated by the Contract Documents, and includes all the Work;
- f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) "WCB" means the Worker's Compensation Board of British Columbia; and
- h) "WCB Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- The Prime Contractor is to provide a current copy of its WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
- The Prime Contractor is to notify the Owner of any changes of status with WorkSafeBC or the WCB during the course of the Project.

After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:

- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a "Pre-Job Meeting Form" if the Owner requests.
- For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
- Comply with Section 20.2 of the OH&S Regulation in respect of the Notice of Project.
- Identify and set expectations for each subcontractor's safety contact.
- Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
- Inform employers and workers of the workplace hazards associated with the Place of the Work.
- At the Place of the Work, provide the information listed in Section 20.3(4) of the OH&S Regulation.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Throughout the term of the Project, the Prime Contractor shall:

- Ensure that all hazards are promptly and appropriately identified and addressed.
- Ensure the health and safety of the workers on the Project.
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure provision of first aid equipment and services as required by the OH&S Regulation.
- Coordinate all occupational health and safety activities for the Project.
- Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.
- Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
- On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:

- Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.
- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work

activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a **Prime Contractor** as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as an authorized representative of the Contractor to accept all responsibilities of the **Prime Contractor** for this Project.

Date

Contract #

Name of Contractor

Qualified Coordinator's Name

(Construction Only)

Signature of Authorized
Representative

Print Name and Title

REQUEST FOR QUOTATIONS NO. PS20172030
CONSTRUCTION SERVICES FOR BUILDING RENOVATIONS - 342 ALEXANDER STREET
APPENDIX 4 - INSURANCE FORMS



CERTIFICATE OF INSURANCE
Project Specific Insurance

Schedule G

Section 7 a) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – 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 PROJECT/CONTRACT: _____

Construction Services for Heat Shelters

3. **PROPERTY INSURANCE – ALL RISK COURSE OF CONSTRUCTION (Builder's Risk Form) /INSTALLATION FLOATER**
- Providing All Risk Coverage including Earthquake and Flood up to full replacement cost of the Project/Contract described above
 - Naming the City of Vancouver as an Insured and containing a Loss Payee Clause in favour of the City of Vancouver stating that proceeds of any claims against the Insurer be made payable to City of Vancouver as its interest may appear

INSURER: _____

TYPE OF COVERAGE: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

INSURED VALUES: (Full Replacement Cost value of Project)

Limit: \$ _____

Deductible Per Loss: \$ _____

4. **WRAP UP LIABILITY INSURANCE** (Occurrence Form) in the Joint Named Insureds of the Owner, City of Vancouver, Architects, Engineers, Consultants, Sub-consultants, Contractors, and Subcontractors, including their officials, officers, employees, agents, and all participants engaged in or connected with the above Project/Contract, including the following extensions:

- ✓ Personal Injury
- ✓ Cross Liability or Severability of Interest
- ✓ Employees as Additional Insureds
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products and Completed Operations
- ✓ Broad Form Property Damage including Loss of Use
- ✓ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support of property
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 24 months Completed Operations
- ☐ 36 months Completed Operations

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ To _____

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive):

Per Occurrence: \$ _____ Aggregate: \$ _____ Deductible Per Occurrence: \$ _____

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

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:

Combined Single Limit: \$ _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **OTHER INSURANCE** (e.g. Contractors' Equipment) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

7. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) THIRTY (30) 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;
- b) All property insurance policies must contain a provision in which the Insurer(s), upon payment of a claim will waive all rights of subrogation against the City of Vancouver, its officials, officers, employees or agents;
- c) The insurance policy (policies) listed herein shall be primary with respect to the above described project/contract. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

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

REQUEST FOR QUOTATIONS NO. PS20172030
CONSTRUCTION SERVICES FOR BUILDING RENOVATIONS - 342 ALEXANDER STREET
APPENDIX 5 - MANDATORY INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Purchasing Services

Request for Quotation No. PS20172030

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

Brian Brennan
City of Vancouver
Email: brian.brennan@vancouver.ca

Your details:

VENDOR's Name:

"VENDOR"

Address:

Telephone:

Fax: _____

Key Contact Person:

E-mail:

We will attend the Mandatory Information Meeting for: RFQ No. PS20172030, "CONSTRUCTION SERVICES FOR HEAT SHELTERS".

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date