



REQUEST FOR QUOTATION

SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

RFQ No. PS20191223

Issue Date: March 4, 2020

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

IN RESPECT OF
WATER LEVEL MONITORING SYSTEM

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on March 27, 2020 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Title – Vendor name.
 - Document format for submissions:
 - PDF format – 1 combined PDF file.
 - Zip the files to reduce file size if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. All queries related to this RFQ should be submitted in writing to the attention of:

Jason Lo, Contracting Specialist

Email: jason.lo@vancouver.ca

(the “Contact Person”)

INSTRUCTIONS TO VENDOR

Pages 1 – 10

- 1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**
- 2.0 COMPLIANCE WITH CITY POLICY**
- 3.0 INQUIRIES**
- 4.0 PRICING**
- 5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**
- 6.0 DELIVERY TIMES OR WORK SCHEDULES**
- 7.0 QUANTITIES**
- 8.0 TERMS OF PAYMENT**
- 9.0 CONTRACTING**
- 10.0 ALTERNATIVES / DEVIATIONS**
- 11.0 EVALUATION CRITERIA**
- 12.0 NO CLAIMS AGAINST THE CITY**
- 13.0 CONFLICTS/COLLUSION/LOBBYING**
- 14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE**

QUOTATIONS FORM

APPENDIX 1 – REQUIREMENTS

APPENDIX 2 – SPECIFICATIONS AND TABLE

APPENDIX 3 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

APPENDIX 4 – DRAWINGS

APPENDIX 5 – INSURANCE FORMS

APPENDIX 6 – VENDOR'S EXPERIENCE WITH RELATED WORK

APPENDIX 7 – SUBCONTRACTORS

APPENDIX 8 – SUPPLIERS

APPENDIX 9 – CONTRACTOR SAFETY ABSOLUTES

APPENDIX 10 – LANDFILL SITE SAFETY ORIENTATION & AGREEMENT

APPENDIX 11 – SAMPLE FORM OF AGREEMENT

INSTRUCTIONS TO VENDOR

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 the supply and delivery of water level monitoring system at the Vancouver Landfill.
- 1.2 The term of the agreement is expected to be a 2.5 year period.
- 1.3 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.4 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.5 Vendors should carefully review the City’s intended form of agreement attached as Appendix 11.
- 1.6 Vendors should submit quotations via email in accordance with the above submission instructions and in the format 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.
- 1.7 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 Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 COMPLIANCE WITH CITY POLICY

- 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 Each vendor is expected to: (a) complete the form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 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 five (5) 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.
- 4.2 Each vendor should indicate any time limitation on its pricing.
- 4.3 Prices are to include the taxes required to be included under Section 4.1 above as well as all 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 or the performance of the applicable services.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS 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: 5400 72nd Street, Delta, British Columbia (Vancouver Landfill), or to such other addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can complete the requirements within the Project Timeline as stated in Appendix 2.

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 11; 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.
- 8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

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 contract in the form of Appendix 11.**
- 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

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

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, 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 goods/services 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);
 - (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 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 5.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

15.0 MANDATORY INFORMATION MEETING

- 15.1 Vendors are required to attend a mandatory information meeting (the “Mandatory Information Meeting”) on **Monday March 9, 2020** commencing at **10:00 a.m.** and lasting for approximately two hours.
- 15.2 The location of the Information Meeting will be: the Vancouver Landfill, 5400 72nd Street in the City of Delta, British Columbia. Bidders are asked to assemble in the Landfill Meeting Room which is inside the Technical Building. Parking is either in the Main Parking Lot, or in front of the Technical building. Refer to the following Entrance Area Map in Section 20 of these instructions.
- 15.3 Attendees to the Mandatory Information Meeting are required to have the following personal protective equipment:
- (a) Yellow Hi-visibility reflective vest or coveralls as per City of Vancouver requirements;
 - (b) Safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white Ω CSA patch); and
 - (c) Approved safety eyewear.
- 15.4 Vendors are asked to pre-register for the Mandatory Information Meeting by submitting the Information Meeting Attendance Form (Section 20.0 of these Instructions) to the Contact Person by email on or prior to **Friday March 6, 2020**.

16.0 SITE EXAMINATION AND PRE-SUBMISSION DUE DILIGENCE

- 16.1 Vendors should make a careful examination of the site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature and extent of work, the means of access to the site, the extent of required coordination with public use of adjacent areas, and any and all matters which are referred to in the Specifications and other documents, or which are necessary for the full and proper completion of any work or are required by the conditions under which it must be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on a vendor's part.
- 16.2 The City does not make any representations or warranties concerning the completeness or accuracy of site and geotechnical information (if any) provided in or with the project documents, and each vendor must evaluate such information as part of its overall assessment of actual site conditions.

17.0 COMPANY PROFILE AND EXPERIENCE WITH RELATED WORK

- 17.1 In section 8 of the Quotation Form the vendor should provide a summary of its company profile, history, key personnel and years in business. Details confirming that the vendor and its proposed subcontractors have the required capability, certifications, and experience to perform the Work should be included.

- 17.2 Each vendor should submit with its Quotation, using Appendix 6 (Experience with Related Work), information concerning a minimum of three completed projects (similar in scope and size to the work of this RFQ), for each of itself and its proposed subcontractors.
- 17.3 Using Appendix 7 (Sub consultants, Subcontractors and Suppliers) Vendors should provide details of the proposed consultant's and sub-consultant's key personnel who will work on the project and confirm that they have the certifications listed in section 4.0 of Appendix 1 (Requirements). Proposed contractors, subcontractors, and suppliers should also be listed.

18.0 LIVING WAGE EMPLOYER

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

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

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

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

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

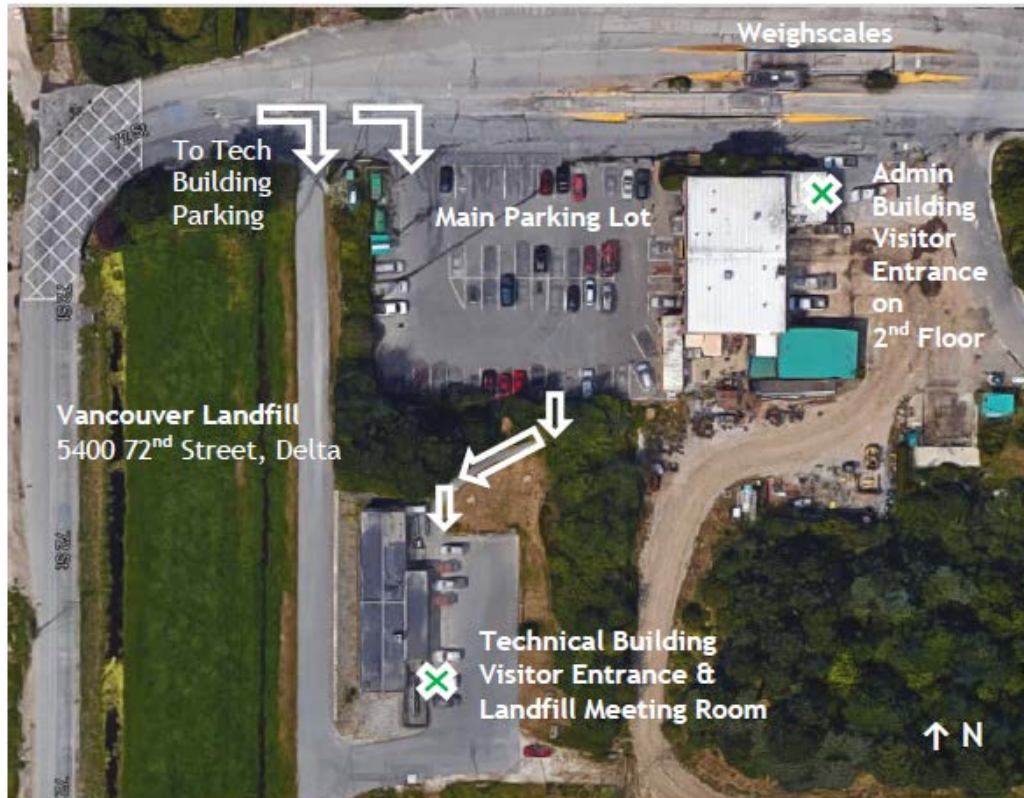
<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Applicants should refer to Appendix 11 - Sample Form of Agreement section 3.4 for the specific requirements related to the Living Wage, which include:

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

19.0 LANDFILL ENTRANCE AREA MAP

- 19.1 Attached is the Landfill Entrance Map



REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

20.0 MANDATORY INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Request for Quotation No. PS20191223

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:

Jason Lo
City of Vancouver
Email: jason.lo@vancouver.ca
(the "Contact Person")

Your details:

Vendor's Name:

"Vendor"

Address:

Telephone:

Fax:

Key Contact Person:

E-mail:

We will attend the Mandatory Information Meeting for: RFQ No. PS20191223, "Water Level Monitoring System".

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

QUOTATIONS FORM

ATTENTION: JASON LO, Contracting Specialist

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20191223 (THE "RFQ")

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:

a) Prices for Design, Supply and Installation:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 and 2 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	Quantity	Total Price
1.	MOBILIZATION/DEMobilIZATION	\$	Lump Sum (LS)		\$
2.	RADIO PATH STUDY – DESKTOP	\$	LS		\$
3.	INTEGRATION – PLC PROGRAMMING, HMI APPLICATION, RADIO CONFIGURATION	\$	LS		\$
4.	MASTER STATION (NOT INCLUDING WEATHER STATION)	\$	LS		\$
5.	WEATHER STATION (MET-1)	\$	LS		\$
6.	STATION (TYPE 1)	\$	LS		\$
7.	STATION (TYPE 2)	\$	LS		\$
8.	ELECTRICAL WORKS	\$	LS		\$
9.	STAFF GAUGES	\$	LS		\$
10.	SUBMITTALS	\$	LS		\$
11.	PROJECT MANAGEMENT	\$	LS		\$

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
Subtotal (including all PST)					\$
Total GST (5%) for Items 1 – 11					\$
Delivery costs should be included in prices				TOTAL	\$

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

b) Pricing for System Maintenance:

ITEM	DESCRIPTION	UNIT PRICE (INCL. PST, EXCL. GST)	UNIT OF MEASURE	QUANTITY	SUB-TOTAL
1	SYSTEM MAINTENANCE (YEARS 1 & 2)	\$	LS		\$
2	SYSTEM MAINTENANCE (YEAR 3)	\$	LS		\$
3	SYSTEM MAINTENANCE (YEAR 4)	\$	LS		\$
4	SYSTEM MAINTENANCE (YEAR 5)	\$	LS		\$
Total Amount of GST for items 1-4					\$
Total (Including PST and GST)					\$

c) Schedule of Labour Rates:

<i>Key Personnel/Team Members Title/Activity/Role</i>	<i>Proposed Rate per Hour</i>	<i>Proposed Rate per Day</i>
<i>Project Manager</i>	\$	\$
<i>Technician</i>	\$	\$
<i>System Integrator</i>	\$	\$
<i>Other</i>	\$	\$

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

d) Schedule of Equipment Rates:

<i>Equipment Description</i>	<i>Hourly Rate</i>	<i>Minimum No. of Hours</i>	<i>Overhead & Profit</i>	<i>Total Price</i>
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.		\$			\$
2.		\$			\$
3.		\$			\$
4.		\$			\$
GST should not be included in prices but prices should be inclusive of all PST.				TOTAL	\$

DESCRIPTIONS OF GOODS AND SERVICES:

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

3.0 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.)

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

4.0 TIMES AND SCHEDULING

Schedule Milestones	Target Times	Vendor Proposed Dates
Site Specific Health and Safety Plan	2 Weeks from Contract Award	
Kickoff Meeting	2 Weeks from Contract Award	
Issue Shop Drawings for Review (SDR)	4 Weeks from Contract Award	
Readiness for Off-site Testing - Factory Acceptance Test (FAT)	4 Months from Contract Award	
Shipping to Site, Site Installation & Tests	1 week post FAT.	
Readiness for Site Testing TRR	8 weeks post successful FAT	
Site Acceptance testing (SAT) & Commissioning	10 weeks post successful FAT	
Acceptance Test (End)	1 week post SAT completion.	
Substantial completion	6 months from Contract Award	
Review Meeting 1	12 months post substantial completion	
Review Meeting 2	24 months post substantial completion	

(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)

5.0 WARRANTIES

Please indicate in this Section 5.0 information concerning the warranties that the vendor is offering as part of its quotation. Please also refer to Section 4.5 of the RFQ's Instructions to Vendors.

6.0 COMPANY PROFILE

(Provide the information requested by Section 17.1 of the RFQ's Instructions to Vendors.)

7.0 PROPOSED DEVIATIONS FROM THE FORM OF AGREEMENT

Please set forth in this Section 7.0 any proposed deviations from Appendix 11 Sample Form of Agreement. Add additional pages as necessary.

8.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of "greenhouse gas" emissions.)

(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any

on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization's efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People, newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people).)

9.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section 9.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

<p>In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	
<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"><input type="checkbox"/> Women<input type="checkbox"/> Indigenous Peoples<input type="checkbox"/> Non-Profit/Charity (Social Enterprise)<input type="checkbox"/> Coop<input type="checkbox"/> Community Contribution Corporation (3C/CCC)<input type="checkbox"/> Ethno-cultural Persons<input type="checkbox"/> People with Disabilities<input type="checkbox"/> LGBTQ+<input type="checkbox"/> Other: please indicate	<p>Social / Environmental Certifications</p> <ul style="list-style-type: none"><input type="checkbox"/> BCorp<input type="checkbox"/> BuySocial<input type="checkbox"/> Supplier Diversity Certification<input type="checkbox"/> Fairtrade<input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)<input type="checkbox"/> Other: please indicate
<p>As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). <i>Confidential & for information only</i></p>	
<p>Workforce Diversity:</p> <ul style="list-style-type: none">% Women% Indigenous Peoples% Ethno-cultural People% People with Disabilities% LGBTQ+% Other: please indicate	

10.0 TERMS OF PAYMENT

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

11.0 CONFLICTS/COLLUSION/LOBBYING

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

12.0 OTHER INFORMATION

(Please set forth in this Section 12.0 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 11. Add additional pages as necessary.)

13.0 TERMS AND CONDITIONS

The vendor should print, sign and scan this form for submission to the city via email in accordance with the instructions for submission provided above. 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, 2 and Appendix 11 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 3 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 11 would be acceptable to it, or it has noted required deviations above.

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

APPENDIX 1 – REQUIREMENTS

1.0 Introduction

To obtain a Vendor to design, install and maintain a remote water level monitoring system at the Vancouver Landfill.

2.0 Background

Located at 5400 72nd Street in the City of Delta, the Vancouver Landfill is owned and operated by the City of Vancouver, and authorized by the BC Ministry of Environment and Climate Change Strategy's (MOE) Operational Certificate (OC) and Metro Vancouver's Integrated Solid Waste and Resource Management Plan. The Landfill provides disposal capacity for municipal solid waste generated in the region, as well as a depot for residential recycling, and a yard trimmings composting facility.

Leachate is produced by rainwater percolating through waste. It is managed by a system of two parallel ditches surrounding the Landfill footprint. The inner ditch collects leachate, and the outer ditch intercepts clean surface water flowing towards the Landfill. By keeping the water level in the inner ditch lower than in the outer ditch, a hydraulic gradient is formed to prevent leachate migration. Leachate is drained to the collection ditches by a porous layer underneath the Landfill, consisting primarily of demolition wood waste. The leachate collected in the inner ditch is pumped to the Annacis Island Wastewater Treatment Plant under GVS&DD Waste Discharge Permit SC-100168-FSA. Clean stormwater from permanently closed areas of the landfill is detained in dedicated storage ponds and discharged into the leachate ditch.

In 2019, over 2 million m³ of leachate, surface runoff, and stormwater were collected and sent for treatment, at a cost of over \$3 million.

Water levels in the inner and outer ditches are monitored as per OC requirements using staff gauges. A remote water level monitoring system has been designed by AECOM Canada Ltd (AECOM) to improve the accuracy and availability of water level data, and to incorporate into the site's stormwater ponds to provide a better understanding of overall system performance.

3.0 Summary of Requirement

The Vendor will provide a fully functional remote water level and weather monitoring network, with a central control system and associated communications between stations via radio link. Vertical staff gauges shall also be installed at all monitoring locations in the ditch system.

The Vendor will also maintain the stations for a period of not less than twenty-four (24) months, with optional technical support for a further thirty-six (36) months.

4.0 Work Scope

4.1 The Vendor is required to meet the following requirements:

- (a) Must have a design office staffed with qualified technical design personnel within 200km of the Landfill;
- (b) Have a minimum of five (5) years of experience in the design, supply and maintenance of an industrial computer-based monitoring, supervisory control, and data acquisition (SCADA) systems;

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

- (c) Project Team to include Industrial Automation and Instrumentation Specialists that include at least one Engineer (P.Eng) or Technologist/Technician (AScT.). Knowledge in Industrial Networking and Cyber security is required;
- (d) Technicians trained and certified by Rockwell (Allen Bradley) to configure listed PLCs;
- (e) Competent and experienced service personnel to service the hardware and software furnished for this project;
- (f) Has a copy of PLC software and will provide a copy of the PLC program to the City; and
- (g) Project Team to include Structural Engineer for post and base design for remote monitoring stations.

The proposed system shall monitor water levels at twenty five locations as identified in the drawings, which includes nine locations in the ditch system (levels in the inner and outer ditches), and at seven locations in ponds. The system shall conform to the latest version of the Canadian Electrical Code (as amended by the Province of British Columbia), and the manufacturer's recommended installation best practices and procedures for all proposed equipment.

The Master Station shall include select level instruments, the meteorological (weather) station and the control panel. The remote monitoring stations shall be powered by site power (Type 1) or solar power (Type 2), with battery backup in both cases. The City reserves the right to review and permit connection to site power. Where site power is unavailable, or not permitted, stations will be designed to Type 2.

The Vendor will demolish the existing weather station and install instruments associated with new weather station in the same location. Required cables will connect new instruments to the data acquisition and logging electronics located in the Master station.

Each station shall continuously monitor the water levels in the inner and outer ditches and/or ponds. Remote stations shall relay the collected data via radio to the Master Station. The Master Station will collect and organize the data for transmission to the Landfill SCADA network. The Vendor will provide a list of water level tags to the City's SCADA Department and will work with the SCADA Department to insure that the tag data is accurate. During times of increased rainfall (as monitored by the weather station at the master station), the programmable logic controller (PLC) will request an increase in the frequency of data reporting from remote stations.

Level instruments shall be suitable for the environment and make/model including accuracy type will need to be approved by the City. Each level instrument will be installed in a stilling well for protection and ease of maintenance and removal. The stilling well will be mounted to a bridge as indicated in the drawings, where available dependent on station location.

The Vendor shall also install vertical staff gauges at all locations in the ditch system.

- 4.2 AECOM, the City's Engineer for the Project, has prepared specifications and drawings for the remote monitoring system, which by reference or otherwise, are included in and form part of the RFQ documents. These include the following:

- (a) Specifications;
- (b) Table 1 - Proposed Remote Monitoring Station Location;

- (c) Drawings:
 - i. F01 - Remote Monitoring Station Location;
 - ii. F02 - Stations (TYP.); and
 - iii. F03 - Details (TYP.).

The Vendor shall be the "Prime Contractor" as defined by the Workers Compensation Act for system installation and commissioning, and shall abide by the Contractor Safety Absolutes as defined in the bid documents (Appendix 7).

5.0 City Provided

The City shall provide the following:

- (a) Access to City personnel as needed;
- (b) Existing site utility drawings and the procedure for operating the overhead power line;
- (c) Existing drawings for the storm water ponds in the Western 40 Hectares Closure Area, and the Phase 2 and 3 Closure Ponds;
- (d) Server that the Vendor shall connect the Master Station to;
- (e) Secure remote connection;
- (f) Engineered bridges at the locations specified in the drawings to mount stilling wells to;
- (g) 2018 topographic survey for the area within the perimeter ditch system (0.5 m intervals); and
- (h) Disposal of any soil and non-hazardous waste materials generated on-site as part of the project.

6.0 Deliverables

The following deliverables are required:

- (a) Project specific Health & Safety Plan that incorporates the Landfill Site Safety Orientation & Agreement (Appendix 10) and Contractor Safety Absolutes (Appendix 9) to be approved by the City of Vancouver before proceeding with the work;
- (b) Supply and installation of the remote water level monitoring system;
- (c) Programming, start up and commissioning of same;
- (d) Operations and Maintenance Manual, including testing requirements and frequency, spare parts lists with vendor information and warranties;
- (e) 2 year maintenance contract with the option to extend for an additional 3 year period;
- (f) A specified warranty period; and
- (g) Vertical staff gauges at all locations being instrumented in the ditch system.

7.0 Acceptance Criteria

Acceptance criteria include:

- (a) Vertical staff gauges at all locations being instrumented in the ditch system.
- (b) Vendor experience with projects of similar size and scope;
- (c) Vendor financial stability;
- (d) References;
- (e) Vendor certifications;
- (f) Warranty period offered; and
- (g) Price of purchase of the system, including capital purchase cost, maintenance costs, and all other anticipated costs over the lifecycle of the contract.

8.0 DEMONSTRATION REQUIREMENTS

Only Short Listed Vendors will be expected to provide a Web-ex Demonstration of their proposed solution capabilities.

- 8.1 All shortlisted Vendors will be required to present a Web-ex demonstration of their proposed solution which addresses the business capabilities and technical requirements identified within this document. It is the expectation that these demonstrations will clarify characteristics or significant elements related to the submission. It will give the vendor the opportunity to highlight value added features of their proposed solution.
- 8.2 The Web-ex demonstration is expected to be scheduled approximately a 3 weeks after submission receipt, and will be done on Web-ex.
- 8.3 Because the Vendor's implementing team is crucial to the success of the project, the Vendor shall have at a minimum presence online on the day, the proposed project manager, senior resources who will be working on the implementation. The Vendor may invite key management staff on the call as the Vendor deems appropriate; however, these additional staff shall be restricted to two (2) personnel.
- 8.4 Vendors will not be permitted to attend competitor Web-ex presentation sessions. Vendors should submit written copies of any material they plan to present during the presentation (e.g., copies of a Power Point presentation, MS-Word, Vision, etc.). Information garnered from the Web-ex presentation will contribute to the Evaluation Team's understanding of the Vendor's response; therefore it may be used in scoring the Vendor's submission.

APPENDIX 2 – SPECIFICATIONS AND TABLE

See attached.

APPENDIX 2 – SPECIFICATIONS AND TABLE

1. GENERAL

1.1 Description

- .1 The Electrical work to be done under this contract-includes, but is not limited to, the supply of all materials, labour, equipment and permits necessary for the complete, fully functional and coordinated electrical system.
- .2 The scope of electrical work is described herein and is inclusive of all information as shown on the Drawings and described in the Specifications.
- .3 Site Location:
 - .1 City of Vancouver Landfill at 5400 72nd Street, Delta, BC, V4K 3N3.
- .4 Site Condition:
 - .1 Environmental conditions to NBC requirements for Delta. Minimum ambient design temperature -6°C, maximum ambient design temperature 40°C.
 - .2 Common electrical voltages on site are available at both 600VAC/3 ϕ /60HZ and 120/208VAC/3 ϕ /60Hz. Note that not all identified locations have practical access to site power, so solar power with battery charger/battery backup are utilized for these locations (refer to Table 1).
 - .3 Geomembrane covers various areas throughout the landfill. Penetration of the geomembrane is strictly prohibited. Generally the depth of top soil over the geomembrane is 300 mm. Refer to the following City of Vancouver provided drawings for more details:
 - .1 Phase 3 Closure Pond - Drawing No. 12016-25 Sheet 24 IFC (2013/07/13)
 - .2 Phase 2 Closure Pond - Drawing No. 11052-33 Sheet 33 IFC (2012/06/05)
 - .3 Western 40 Ha Closure Ponds - Drawing No. 15068-400 Sheet 47 IFC (2017/05/31)

1.2 Quality of Products

- .1 Provide new materials, equipment and items incorporated in the Work, not damaged or defective and of the best quality (compatible with Specifications) for the purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective materials, equipment and articles whenever found may be rejected regardless of previous inspection. Inspection by the Engineer does not relieve the Contractor of his responsibility but is merely a precaution against oversight or error. Remove and replace defective materials at own expense and be responsible for all delays and expenses caused by rejection.
- .3 Unless otherwise indicated in the specifications, maintain uniformity of manufacturer for any particular or like item throughout the building.

APPENDIX 2 – SPECIFICATIONS AND TABLE

- .4 Immediately upon Contract execution, review Product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of materials, equipment or articles are foreseeable, propose substitutions or other remedial action in ample time to prevent delay in performance of the Work.
- .5 To receive approval, proposed substitutes, after Contract Execution, must equal or exceed the quality, finish and performance of those specified and/or shown, and must not exceed the space requirements allotted on the drawings.
- .6 All provided equipment and materials must be CSA or equivalent approved.

1.3 Related Work

- .1 The Work includes, but is not limited to the following components:
 - .1 Construction of a remote water level monitoring network

1.4 General Requirements

- .1 Refer to the requirements of Division 1.
- .2 Provide all inspection and other permits, licenses required by various Inspection Agencies and local regulations related to Electrical Trade.
- .3 Provide special testing or inspection, additional to the above as specified.
- .4 Coordinate electrical connections with City of Vancouver.
- .5 Secure services of a contractor that will perform Work as detailed herein in accordance with City of Vancouver standards. Refer to statement of work for details.

1.5 General Scope of Work

- .1 The Work includes the provision and commissioning of a complete and fully functional remote water level monitoring network. The work shall include any equipment, material and labour not specifically noted or detailed in the Specifications and Drawings but which is **evidently required** to furnish a complete system. The Work shall include but not be limited to:
 - .1 Providing three types of stations:
 - .1 Master Station – components to include (but not limited to):
 - .1 Level instruments for L1 & D1
 - .2 Meteorological Station (MET-1)
 - .3 Control panel
 - PLC
 - HMI
 - Radio-1 (Instrument Network)

APPENDIX 2 – SPECIFICATIONS AND TABLE

- Provisional space (300mm x 300mm) for future Radio-2 (Transmission to Flare station (SCADA landfill network)).
 - Redundant power supplies
 - Uninterruptable Power Supply (UPS)
 - Antennae (Instrument network & SCADA network)
 - Surge protection devices
 - Fused disconnect switches
- .4 The master station will be installed in existing electrical structure adjacent standby generator. The control voltage shall be 24 VDC
- .5 Provide all required underground conduit and cables to connect the weather station with the master station.
- .6 Vertical Staff Gauge
- .2 Station Type 1 - connected to Site Power and Solar Power with battery backup – components to include (but not limited to):
- .1 Solar panel(s) and associated controls
- .2 Control Panel, 24 V control voltage
- Battery Charger (dual source)
 - I/O Radio
 - Site power Transformer
- .3 Power panel
- External Power Indication light
 - Transformer 347v/120v
 - Surge protection devices
 - Fused disconnect switches
 - 120/24V Power Supply
- .4 Battery Panel & Batteries
- .5 Level instrument(s)
- .6 Antenna
- .7 Post & Base - Secure services of structural engineer registered in British Columbia, Canada for post and base installation.
- .8 Vertical Staff Gauge
- .3 Station Type 2 - connected to solar power with battery backup – components to include (but not limited to):
- .1 Solar panel(s)
- .2 Control Panel, 24 V control voltage
- Battery Charger (dual source)
 - I/O Radio
 - Site power Transformer

APPENDIX 2 – SPECIFICATIONS AND TABLE

- .3 Battery Panel & Batteries
 - .4 Level instrument(s)
 - .5 Antenna
 - .6 Post & Base - Secure services of structural engineer registered in British Columbia, Canada for post and base installation.
 - .7 Vertical Staff Gauge
- .2 Subsequent to the review of the proposed Control System Architecture (CSA) and desktop radio path study, the contractor will be required to visit the site for the purposes of conducting a field test with the proposed hardware prior to construction. The contractor will provide a report on the findings of the field test, identifying discrepancies between the desktop and the field studies, and any alternatives to the architecture.

1.6 Specifications

- .1 Programmable Logic Controller (PLC)
 - .1 The PLC will provide an interface between all data collected and conveyed from field instruments to the servers.
 - .2 The PLC will be Allen-Bradley CompactLogix series 1769
 - .3 The PLC will convey all scaled data to the landfill SCADA network.
 - .4 PLC program will be developed using Studio 5000 Logix Designer Version 30. Programmer must be experienced and have license for this software.
- .2 Control Panel

All control panels will be NEMA 4X, designed for outdoor installation in Delta, British Columbia. All components will be suitable for exposure to climate in the installed environment.
- .3 Wireless Multi I/O
 - .1 The equipment must provide termination points for field signals. The equipment must be capable of providing all required signal types (analog inputs (4-20mA), analog outputs (4-20mA), Digital Inputs (voltage-free), Digital Outputs) and at a minimum 2 spare connections per signal type.
 - .2 The equipment will use frequency hopping spread spectrum, 902-908MHz, license-free
 - .3 The equipment will be CSA certified for use in hazardous areas (Class I, Division II)
 - .4 The equipment will be normally powered via 12-24VAC or 15-30 VDC with over-voltage and reverse power protection
- .4 Wiring
 - .1 All site power wiring will be TECK cabling with TECK connectors.

APPENDIX 2 – SPECIFICATIONS AND TABLE

- .2 Antenna Wiring:
 - .1 All antenna field wiring between surge arrestor and antenna to be LMR400 (to be confirmed based on radio path study) with field terminated connectors.
 - .2 All antenna cable connectors to be N-type (Female), radio connectors suitable for connection to applicable radio.
- .3 Provide underground system for cable and conduit, connect according to CSA 22.3 No.7-M86 and Canadian Electrical Code (as adopted by the province of British Columbia).
- .4 Maintain separation of services and provide extra conduit and pull string.
- .5 Meteorological Weather Station (MET-1)

The weather station will be capable of measuring local ambient weather systems, for the following parameters:

 - Precipitation (rain fall sensor);
 - Barometric Pressure
 - Sensor type: Tipping bucket/ magnetic reed switch
 - Material: stainless steel
 - Temperature: 0° to +50°C
 - Rainfall per tip: 0.2mm.
 - Air Temperature;
 - Air Temperature Measurement Range: -40° to +70°C
 - Air Temperature Accuracy: $\pm 0.9^{\circ}\text{C}$
 - Current consumption less than 4mA
 - Relative Humidity;
 - Relative Humidity Operating range: 0 to 100%
 - Relative Humidity Accuracy : $\pm 4\%$ RH
 - Relative Humidity Typical Long-Term Stability: Better than $\pm 1\%$ RH per year
 - Supply Voltage: 6 to 28 VDC
 - Current consumption less than 4mA
 - Response Time : less than 20s
 - Wind speed and
 - Wind Direction;
 - Wind Direction Operating Range: 360° mechanical; 355° electrical (5° open),
 - Wind Direction Accuracy: $\pm 3^{\circ}$
 - Wind Direction Damping Ratio: 0.25
 - Wind Speed Range : 0-100 m/s
 - Wind Speed Starting Threshold: 1.1 m/s
 - Marine Version.

APPENDIX 2 – SPECIFICATIONS AND TABLE

- Net Solar Radiation Sensor;
- Measurement range: 0 to 2000 Wm²
- Output: 0.2 mV per W m⁻²
- Light spectrum waveband: 300 to 1100 nm
- Absolute accuracy: 5% for daily total radiation
- Long-term stability: <2% per year drift.
- Controls Enclosure
- Min. 610 x 601 mm Enclosure suitable for a datalogger, power supply and communications peripherals (communications protocol – Ethernet TCP/IP).
- NEMA 4X Enclosures for mild-corrosive environment, white with UV stabilized paint/material.
- Power supply; 120V independent supply, with Voltage Regulator for Charging the battery from Solar Panel and supply to Datalogger and communications module comes with battery 12/24V, 9 AH minimum. Alternate power supply; solar panel 20W.
- Each parameter data will be conveyed directly to the PLC
- Products to be Campbell Scientific (or approved equal)
- Install and configure in accordance with manufacturers recommendations and best practices.
- Data acquisition and logging electronics to be housed in Master Station. Instruments associated with weather station to be installed at location approx. 20m from Master Station (at the location of the former weather station).

.6 Continuous Level Instruments

- The level instrument will provide a 4-20mA signal to the local wireless I/O.
- The instrument will be CSA certified.
- The instrument measurement range will be 0-10m H₂O (at a minimum)
- The instrument manufacturer (or representative) trained in the instrument will be on site to verify final installation and calibrate.
- Level instrument to be SRP Control Systems Ltd.
- Level instrument to be provided with required accessories:
 - Junction Box
 - Surge Protection
 - Bellows Tube
- Level sensor will be installed in a 4" stilling well. Stilling well will be mounted to existing bridges for stations in the leachate and drainage ditches. Extend the level sensors in both ditches to 0 m

APPENDIX 2 – SPECIFICATIONS AND TABLE

ASL and below the bottom of the ditch (so hydraulic gradients can be characterized year round). For stations located at ponds, the level sensor will be housed in a 4" stilling well sloped down the pond embankment. Refer to Figure "F03" for proposed installation concepts.

.7 Solar Power System

.1 Battery Charge controller

- .1 Provide a battery charge controller for deep cycle batteries, spill and leak proof, and explosion resistant, horizontal or vertical operation.
- .2 The battery charge controller will provide a signal to the Wireless I/O for the following conditions:
 - Low battery level Alarm
 - Current Battery Level

.2 Batteries

Provide deep cycle batteries, spill and leak proof, and explosion resistant, horizontal or vertical operation.

.3 Photo Voltaic (PV) Solar Panels

- .1 Panels should be weatherproof, IP68 rated.
- .2 Provide PV solar panels to be mounted and supported by the same pole as the control panel.
- .3 The PV shall work properly with scheduled cleaning of the PV solar panels with a minimum servicing of the modules of three times per year

.8 Human-Machine-Interface (HMI)

HMI to be Allen-Bradley Panelview Plus 5500, 15 inch touchscreen, 24VDC power (part number 2715-T15CD)

HMI application will be developed using Studio 5000 View Studio Designer Version 4. Programmer must be experienced and have license for this software. Graphics to be developed for HMI to include, but not limited to:

- Site Overview – All stations (City of Vancouver to provide background graphic)
- Readings for all pairs in the ditch system, including levels, gradients (outer ditch level minus inner ditch level)
- Levels in all ponds
- Alarm list – Power failure, level high, level differential (inner vs. outer), other parameters
- Weather station information (key parameters)
- System Health – Comm. failures, battery charger battery level, etc.

APPENDIX 2 – SPECIFICATIONS AND TABLE

- .9 Labelling
 Label all equipment, cables, conductors, ports, and terminals including device name, device location, source, and destination along with components internal to each stations control panel.
- .10 Vertical Staff Gauge
 - .1 shall be of a sturdy construction, be easy to operate and maintain, and shall be of such a design that they can be effectively used under the site's prevailing environment conditions and be legible for all anticipated water levels.
 - .2 Shall be 100mm wide x 1m high
 - .3 Shall be rust and discoloration resistant
 - .4 Shall be graduated to 0.01m, with each decimeter numbered and intermediate 5cm graduation marked as wedge shaped.
 - .5 Refer to "*Manual of British Columbia Hydrometric Standards, December 2018, V2.0 – 3.3.1.2*" for Vertical Staff gauge installation best practices.

1.7 Submittals

- .1 The Contractor shall establish and maintain an approved electronic document control system to for the management of all project related files and documentation. The system shall be made accessible to the Owner and Engineer. All submittals to be provided in electronic format (PDF) and in their original format if requested, and in hard copy if indicated in the summary table.
- .2 Provide and submit mark-ups of the technical specifications to identify where the equipment differs from that specified.
- .3 Make submittals with reasonable promptness and in an orderly sequence to avoid any delay in the Work. Failure to submit in ample time is not considered cause for an extension of Contract Time, and no claim for extension by reason of such default will be allowed.
- .4 Do not proceed with Work affected by submittals until review is complete.
- .5 The submittal reviews do not authorize changes in cost or time. Changes involving cost or time are authorized only by a signed change order.
- .6 Pre-Construction
 - .1 Proposed Network Architecture
 - .2 Health and Safety Plan
 - .3 Construction Progress Schedules
 - .4 Radio Path Study
 - .5 Implementation Plan

Provide an implementation plan to take into account the findings and accepted network architecture and radio path study, and the following aspects:

 - Identify electrical requirements
 - Site constraints

APPENDIX 2 – SPECIFICATIONS AND TABLE

- Station construction priority
- Other issues, considerations, or requirements

.6 Field Test Report

.7 Shop Drawings

- .1 Remote Stations to include but not limited to:
complete station arrangement pole, solar panels, control panel, station plans, details, dimensioned panel layout (interior & exterior), panel schematics
- .2 Level Instruments & Installation Detail (Respective to each station)
- .3 Solar Power Charging System
- .4 Weather station (MET-1)
- .5 Staff Gauge

.7 Construction

- .1 Factory Acceptance Test (FAT) shop demonstration of Stations communicating and collecting data.
- .2 Site Acceptance Test (SAT) system Functional Demonstration on site
- .3 Commissioning Plan

.8 Project Closeout

- .1 Upon completion of the work, the contractor will submit the following:
 - .1 Test reports of antenna and cable
 - .2 Operation and Maintenance Manual to include, but not limited to, the following:
 - Data sheets for all items, indexed to their respective stations, indicating any parameter changed from factory default. (i.e. radio configuration (specific to each station) and instrument calibration (specific to each station))
 - PLC Program (electronic and paper copy)
 - HMI application (electronic copy and paper copy of all graphics)
 - Record drawings (electronic copy and paper copy)
 - Maintenance Report to include (but not limited to):
Routine maintenance notes, recommended maintenance items and actions, recommended maintenance schedule.
 - Photos of Installation
 - Commissioning Report
 - .3 Notorized copies of warranties
 - .4 Post-Warranty and Technical Support Services Plan
 - .5 Spare Parts and Consumables List

APPENDIX 2 – SPECIFICATIONS AND TABLE

1.8 Summary of Submittals

REFERENCED SECTION	SECTION DESCRIPTION	SUBMITTAL REQUIREMENT	SUBMITTAL STAGE
1.7.6.2	Health and Safety Requirements	Submit Contractor's Site Specific Health and Safety Plan for approval prior to proceeding with the work.	Within 10 working days of contract award.
1.7.6.3	Construction Progress Schedules	Submit a Master Plan to the Engineer in the form of a Bar (GANTT) Chart for planning, monitoring, and reporting of project progress. The Master Plan shall be submitted to the Engineer in hard copy and in Microsoft Project electronic format.	Within 10 working days of contract award.
		Submit a detailed construction schedule including timelines for all payment items. Provide in hard copy and Microsoft Project electronic format.	Within 5 working days of receipt of acceptance of the Master Plan.
1.7.6.1	Proposed Network Architecture	Submit network architecture that will indicate station locations, station tags, the type of stations (Master, Type 1, Type 2), the proposed hardware and typical drawings (layout & wiring diagram) for each type of station. The architecture should be scalable in terms of stations and input signals at each station.	Prior to Construction
1.7.6.4	Radio Path Study	Provide a written report complete with a desktop radio path analysis to confirm feasibility and	Prior to Construction

APPENDIX 2 – SPECIFICATIONS AND TABLE

REFERENCED SECTION	SECTION DESCRIPTION	SUBMITTAL REQUIREMENT	SUBMITTAL STAGE
		path parameters. The radio path study will evaluate options for unlicensed frequencies in the bands including, but not limited to, 900MHz, 2.4GHz, and 5.8GHz. The radio path study will state for each station, the station identifications (L1, D1, and P7), antenna height above grade, antenna type, azimuth, cable type and length.	
1.7.6.5	Implementation Plan	Provide an implementation plan to take into account the findings and accepted network architecture and radio path study, and the following aspects: Identify electrical requirements Site constraints Station construction priority Other issues, considerations, or requirements	Prior to Construction
1.7.6.6	Field Test Report	Provide a written report detailing field testing of wireless radio network	Prior to Construction
1.7.6.7	Shop Drawings	Submit shop drawings for Master Station and Remote Stations to include but not limited to: complete station arrangement, pole, solar panels, control panel,	Prior to Construction

APPENDIX 2 – SPECIFICATIONS AND TABLE

REFERENCED SECTION	SECTION DESCRIPTION	SUBMITTAL REQUIREMENT	SUBMITTAL STAGE
		station plans, details, dimensioned panel layout (interior & exterior), panel schematics Level Instruments & Installation Detail (Respective to each station) Solar Power Charging System	
1.7.7.3	Commissioning Plan		Within 45 working days of contract award
1.7.3.6.1	Test reports of antenna and cable		Prior to substantial completion
1.7.8.1.2	Maintenance Report	Submit maintenance report detail site maintenance notes, items and recommended schedule.	18 Months into 24 Month service period.

APPENDIX 2 – SPECIFICATIONS AND TABLE

8.0	Closeout Procedures	Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.	Before the application for substantial Performance.
		Provide submittals to Owner that are required by governing or other authorities.	
		Submit project Record Drawings to Engineer.	
		Submit 4 setsof draft copies of the completed Operation and Maintenance Manual and data in final form.	10 working days prior to application for substantial completion application.
		Submit 4 sets of final revised Operation and Maintenance Manual and data.	Within 10 working days after receiving comments.
		Provide reproducible notarized copies of Warranties.	Prior to final Application for Payment.
		Post-Warranty and Technical Support Services Plan	Prior to final Application for Payment.
		Spare Parts and Consumables List	Prior to final Application for Payment.

APPENDIX 2 – SPECIFICATIONS AND TABLE

2.0 Acceptance Criteria

.1 Testing and conformance procedures

Contractor will test the installation upon completion including signal strength, attenuation of antenna cable (including surge arrestor), and connectivity to master station.

.2 Commissioning

To the satisfaction of the owner (or representative), the contractor will commission the system, field verifying data from point of measurement, instrument, radio, PLC, HMI, and at the landfill SCADA network.

3.0 Summary of Testing & Inspection Requirements

REFERENCED SECTION	SECTION DESCRIPTION	TESTING & INSPECTIONS	TIMING/NOTIFICATION
1.7.6.6	Field Test Report	Provide report detailing field testing of proposed hardware. This test is subsequent to the desktop radio path study.	3 WEEKS PRIOR TO TEST.
1.7.7.1	Factory Acceptance Test (FAT) shop demonstration of Stations	Arrange for witness testing of system at shop.	3 WEEKS PRIOR TO TEST.
1.7.7.2	Site Acceptance Test (SAT) system Functional Demonstration	Arrange for witness testing of system on site.	3 WEEKS PRIOR TO TEST.
1.7.8.3	Commissioning Report	To the satisfaction of the owner (or representative), the contractor will commission the system, field verifying data from point of measurement, instrument, radio, PLC, HMI, and at the landfill SCADA network.	

APPENDIX 2 – SPECIFICATIONS AND TABLE

4.0 Warranty and Support Services

- .1 The Contractor shall provide Warranty and Support Services for the proposed system including:
 - .1 Maintenance plan and regular inspections (frequency TBD).
 - .2 Solar panels to be cleaned at minimum 3 times a year spread out over equal intervals.
 - .3 Technical support
 - .4 Management of hardware and software faults and repairs
- .2 Warranty Provisions
 - .1 During the warranty period, the Contractor shall warrant the equipment against the following:
 - .2 Failure of any hardware component, for a minimum period of twenty four (24) months from the date of system acceptance.
 - .3 Any latent defect arising from works undertaken under this project for a period of three (3) years from the date of system acceptance.
 - .4 In the circumstance where the manufacturer warranty for a particular part is greater than the period specified above, the manufacturer warranty is to be passed through to the Owner.
 - .5 The Proponent shall provide all necessary tools, test equipment, documentation, drawings and spares necessary for maintenance including fault analysis and rectification.
 - .6 Warranty repair / replacement protocols shall be as follows:
 - .1 If an item of equipment is taken from the City available spares pool for the rectification of a fault which is accepted as a warranty event, the support contractor shall repair / replace / deliver back to the City an identical unit, or an equivalent unit as approved by the City free of charge on a one to one basis. Any elements of warranty work shall be on a free of charge basis.
 - .2 The City's staff performing the maintenance / support described above shall not void the warranty or support of the system components.
- .3 Post-Warranty and Technical Support Services Plan

The Contractor shall submit a Warranty and Support Services Plan which describes the effort which the Proponent Contractor shall apply to identify the through-life support requirements for the Data acquisition system, provide maintenance of the System from installation until final acceptance (pre - warranty), and provide support services for the further warranty period.

The Proponent shall provide a plan for post-warranty period support, which describes the effort which the Contractor shall apply to identify the through-life support requirements for the system and provide maintenance of the system. This post-warranty period support shall last at least the expected 5-year design lifetime after date of final acceptance.

The contractor's Warranty and Technical Support Services Plan shall cover all hardware and software, including that of third party providers. The Warranty and Technical

APPENDIX 2 – SPECIFICATIONS AND TABLE

Support Services Plan shall state that the Contractor shall provide Maintenance and Technical Support Services for hardware and software during the Warranty Period (included in the Warranty Provisions (Section 4.2)).

- .1 The Support Services shall include:
 - .1 Remote support
 - .2 Onsite support
 - .3 Urgent onsite support
- .2 The Contractor shall disclose typical cost and a response time which they shall provide for each of the following support:
 - .1 Remote support
 - .2 Onsite support
 - .3 Urgent onsite support.
- .4 Spare Parts and Consumables List
 - .1 The Contractor shall provide a spare parts list that shall list all the spare parts required. The spare parts detailed in the Spare Parts List may be used during remote, onsite or urgent support in order to facilitate the rectification of a fault.
 - .2 The Contractor shall provide a Spare Parts and Consumables List based on experience and requirements of present SOW as follows:
 - .1 Recommended list of control equipment spares and location of storage
 - .2 Identify all spare parts that are required for the Control System and the price of each item
 - .3 A consumable items list for the equipment which describes the range and quantities of consumables recommended for routine operation and first-in maintenance, recommended replenishment periods, based on expected usage rates and nominated suppliers.
 - .3 Spare parts shall be subject to the same warranty provisions as all equipment supplied under this Contract. As part of the SOW the Contractor shall provide spare parts as follows;
 - .1 At least one cold spare of every major control component type including power supplies, preformed I/O cables, each type of I/O module used, interface card, communications module and PLC controller module, solar panel, solar charging controller, battery.

5.0 Units of Measurement

- .1 The Contract Documents have been prepared using the modified International System (SI) units of metric measurement. Whenever appropriate, available metric products shall be used unless otherwise specified herein.

APPENDIX 2 – SPECIFICATIONS AND TABLE

- .2 Only metres (m) and millimetres (mm) are used. Generally, metres are used for measurements of 10 metres or more, and millimetres for measurements below 10 m.
- .3 Refer to Drawings and Specifications for units of measure.
- .4 The following three conversion methods were used in product and location dimensions:
 - .1 Hard Conversion: Industry available products which are manufactured in metric measurements.
 - .2 Soft Conversion: Products which are still manufactured in Imperial units and are converted in specifications using arithmetic conversion factors.
 - .3 Rationalized Conversion: Dimensions which are soft converted and rounded off for ease of measurements.
- .5 In cases where measurements may be open for interpretation, dual dimensions have been incorporated.

6.0 Definitions

- .1 All terminologies, abbreviations and acronyms used in this document are as listed in the various Standards, Codes, Rules and Bulletins specified and referenced herein.

APPENDIX 2 – SPECIFICATIONS AND TABLE

7.0 Sequence of Work

- .1 Every effort shall be made in scheduling of the Work to ensure that landfill operations are disrupted as little as possible. With this in mind, a sequence of electrical work is proposed to assist the Contractor in scheduling. No power shut-downs longer than 4 hours shall be used for tie-ins unless approved by the Engineer and coordinated with Owner.
- .2 Prepare a detailed plan for any power shutdown, tie-in, or construction activity which will potentially affect existing landfill operations, describing temporary provisions, the length of time required to complete, and the necessary personnel and equipment which the Contractor will provide in order to undertake the Work and the requirements for activity coordination with landfill operations.

8.0 Closeout Procedures

- .1 Upon the completion of work, the Contractor shall submit the following:
 - .1 Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
 - .2 Provide submittals to Owner that are required by governing or other authorities.
 - .3 Submit project Record Drawings to Engineer.
 - .4 Submit 4 sets of draft copies of the completed Operation and Maintenance Manual and data in final form, followed by 4 finalized sets with Engineer's comments addressed.
 - .5 Provide reproducible notarized copies of Warranties.
 - .6 Post-Warranty and Technical Support Services Plan
 - .7 Spare Parts and Consumables List

APPENDIX 2 – SPECIFICATIONS AND TABLE

Table 1: Proposed Remote Monitoring Station Locations

Location I.D.	Description	Status	Instrument			Potential Connection to Site Power	Notes
			Water Level	Other	Count		
MET-1	Meteorological Station	New		X	1	Yes	Master Station
L1	Leachate Ditch - Levels	Existing	X		2		
D1	Drainage Ditch - Levels	Existing	X				
L2	Leachate Ditch - Levels	Existing	X		2	Yes	This station will source power from existing site lighting panel mounted on pole near bird condos
D2	Drainage Ditch - Levels	Existing	X				
L3	Leachate Ditch - Levels	Existing	X		2	Yes	
D3	Drainage Ditch - Levels	Existing	X				
L4	Leachate Ditch - Levels	Existing	X		2	No	
D4	Drainage Ditch - Levels	Existing	X				
L5	Leachate Ditch - Levels	Existing	X		2	No	
D5	Drainage Ditch - Levels	Existing	X				
L6	Leachate Ditch - Levels	New	X		2	No	
D6	Drainage Ditch - Levels	New	X				
L7	Leachate Ditch - Levels	New	X		2	No	
D7	Drainage Ditch - Levels	New	X				
L8	Leachate Ditch - Levels	New	X		2	No	
D8	Drainage Ditch - Levels	New	X				
L9	Leachate Ditch - Levels	New	X		2	Yes	
D9	Drainage Ditch - Levels	New	X				
P1	Dredge Pond – Levels	Existing	X		1	Yes	This station will source power from existing site lighting panel mounted on pole near bird condos
P2	Phase 2 Pond – Levels	New	X		1	Yes	
P3	Phase 3 Pond – Levels	New	X		1	Yes	

APPENDIX 2 – SPECIFICATIONS AND TABLE

Location I.D.	Description	Status	Instrument			Potential Connection to Site Power	Notes
			Water Level	Other	Count		
P4	Phase 4 Pond - Levels	New	X		1	Yes	
P5	West Linear Pond - Levels	New	X		1	Yes	
P6	Western 40 Hectares Pond #1	New	X		1	No	
P7	Western 40 Hectares Pond #3	New	X		1	No	
Total					26		

END OF SECTION

APPENDIX – 3 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) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an 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

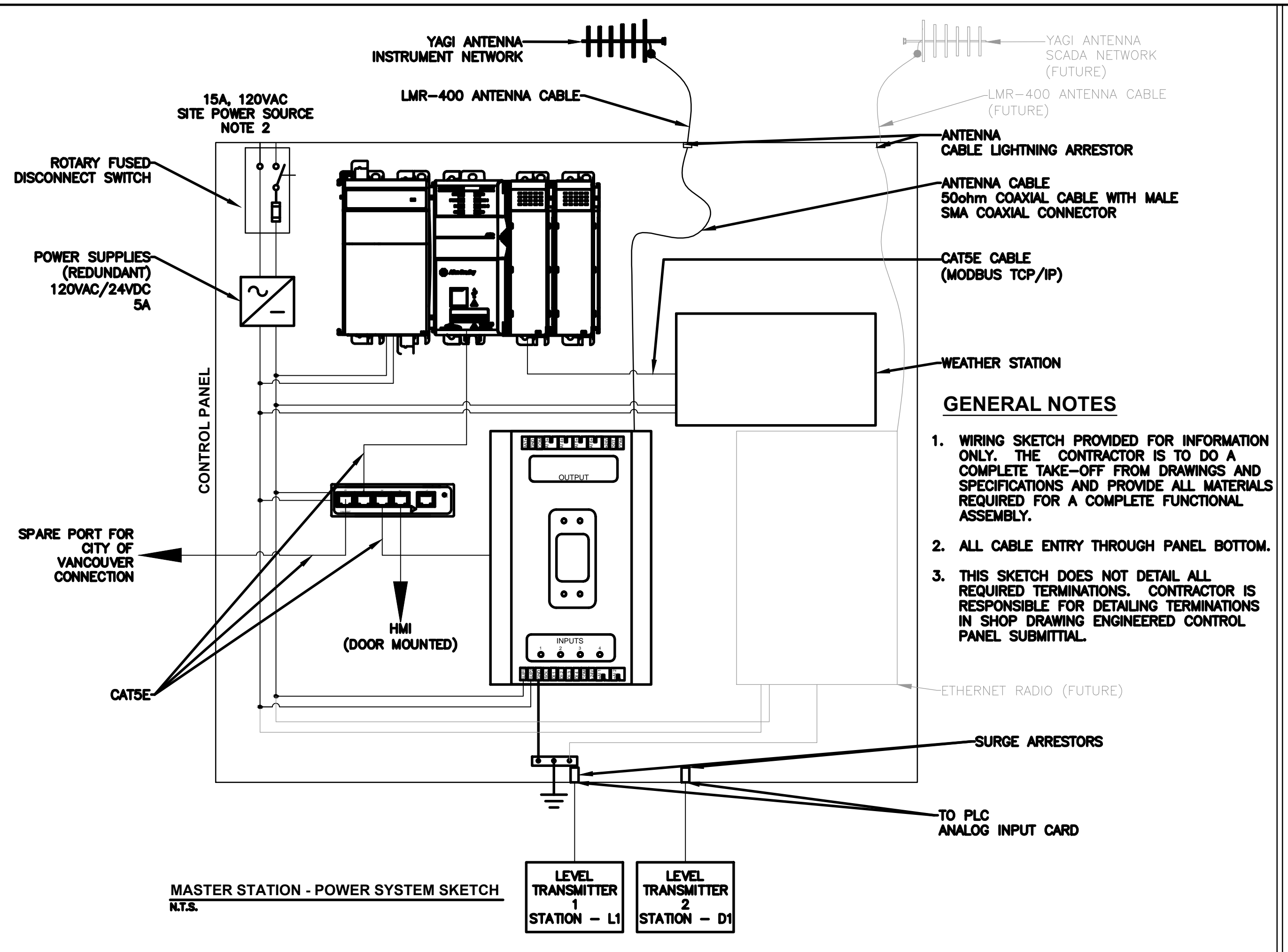
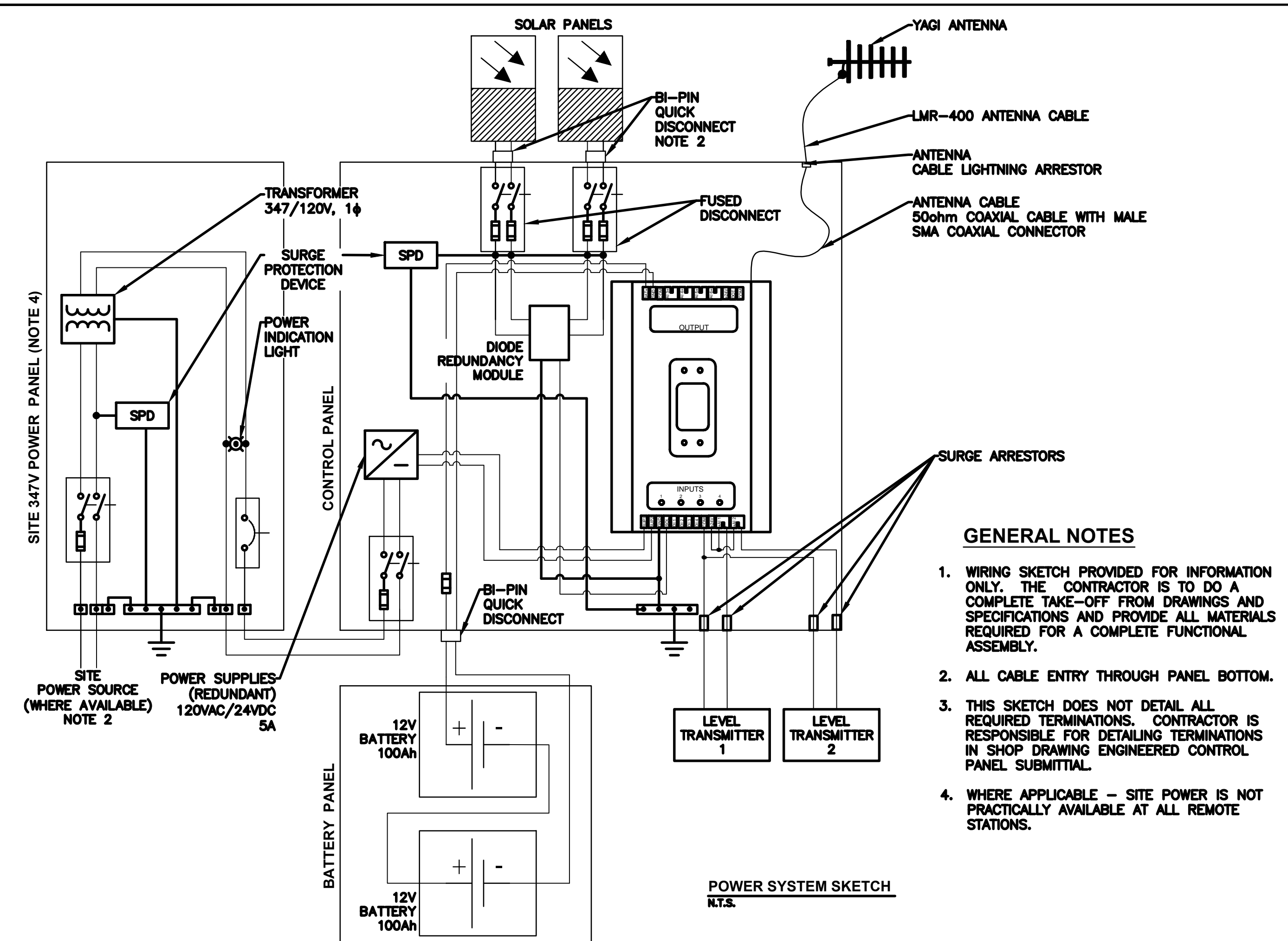
I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(*vendor name*).

Signature: _____

Name and Title: _____

APPENDIX 4 – DRAWINGS

See attached.

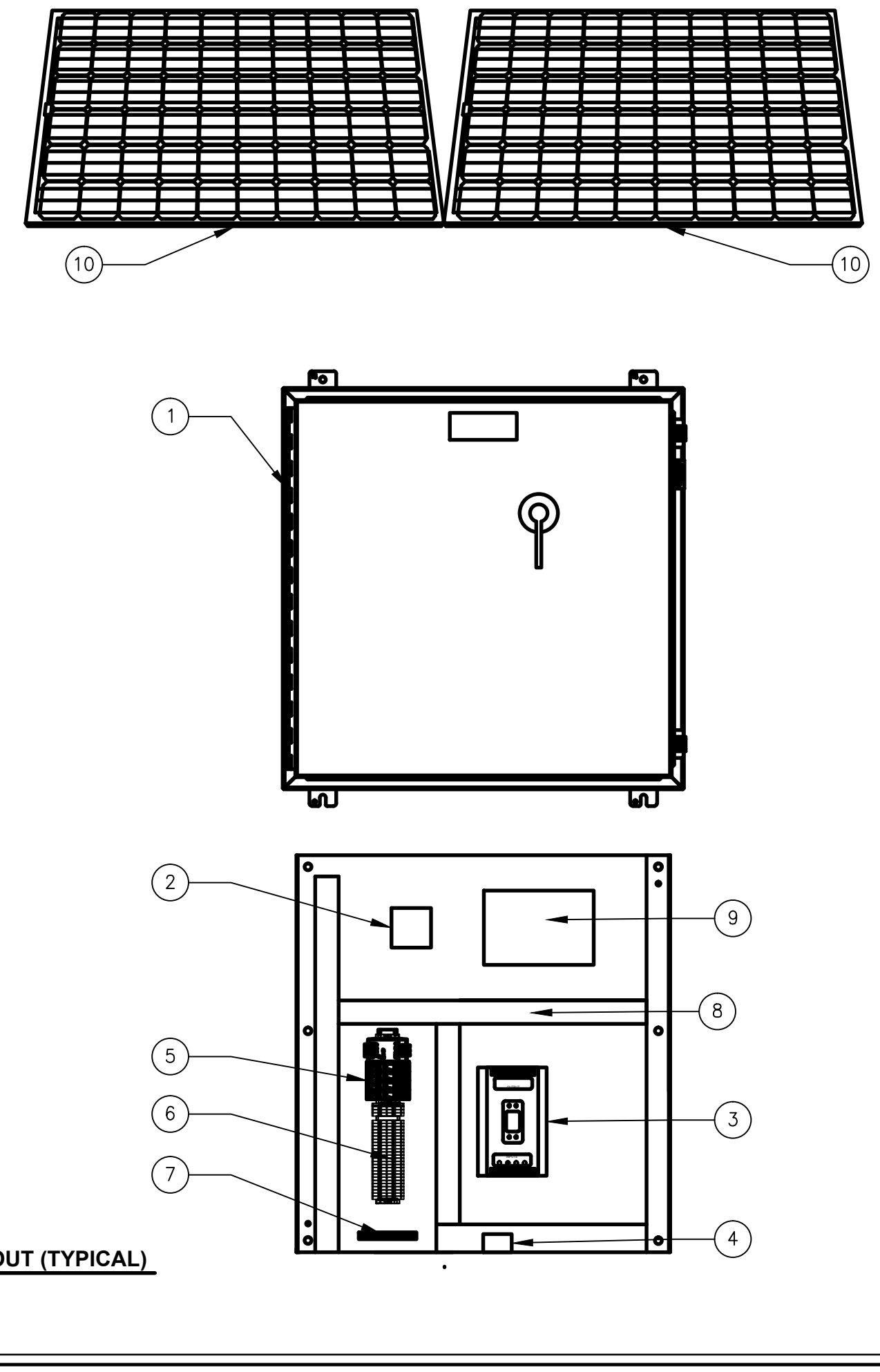


BILL OF MATERIAL (TYPICAL)		
ITEM No.	QTY.	DESCRIPTION
1	1	NEMA 4X ENCLOSURE - 30X30X8
2	1	120VAC/24VDC POWER SUPPLY, 5A
3	1	WIRELESS I/O MODULE - WEIDMULLER WI-I/O 9-2 OR APPROVED EQUAL
4	1	LIGHTNING ARRESTOR
5	AS REQ'D	TERMINAL BLOCKS - FUSED
6	AS REQ'D	TERMINAL BLOCKS - INSTRUMENT
7	1	INSTRUMENT GROUND BUS
8	AS REQ'D	WIREWAY - SLOTTED, 50mm
9	1	ROTARY DISCONNECT SWITCH (C/W STEM AND EXTERNAL HANDLE)
10	2	SOLAR PANEL - 24V, 50W
11	1	SURGE PROTECTION DEVICE

GENERAL NOTES

- LAYOUT IS PROVIDED FOR SUGGESTED ARRANGEMENT AND MATERIALS ONLY. THE CONTRACTOR IS TO DO A COMPLETE TAKE-OFF FROM DRAWINGS AND SPECIFICATIONS AND PROVIDE ALL MATERIALS REQUIRED FOR A COMPLETE FUNCTIONAL ASSEMBLY.
- IDENTIFY ALL DEVICES WITH LAMACOID LABELS.
- ALL COMPONENTS DIN RAIL MOUNTED.
- ALL PANEL PENETRATIONS TO BE BOTTOM ENTRY.
- PROVIDE CLEAR ISOLATION BARRIER TO PREVENT ACCIDENTAL CONTACT WITH VOLTAGES GREATER THAN 24VAC

PANEL LAYOUT (TYPICAL)
N.T.S.



BILL OF MATERIAL (MASTER)		
ITEM No.	QTY.	DESCRIPTION
1	1	NEMA 4X ENCLOSURE - 42X30X8
2	2	120VAC/24VDC POWER SUPPLY, 5A
3	1	WIRELESS GATEWAY MODULE - WEIDMULLER WI-GTWY-9-ET1 (ETHERNET INTERFACE - MODBUS TCP, ETHERNET IP, FTP, HTML, EMAIL)
4	1	LIGHTNING ARRESTOR
5	AS REQ'D	TERMINAL BLOCKS - FUSED
6	AS REQ'D	TERMINAL BLOCKS - INSTRUMENT
7	1	INSTRUMENT GROUND BUS
8	AS REQ'D	WIREWAY - SLOTTED, 50mm
9	1	ROTARY DISCONNECT SWITCH (C/W STEM AND EXTERNAL HANDLE)
10	1	PLC ALLEN-BRADLEY COMPACTLOGIX 1769
11	1	WEATHER STATION (MET-1) CONFIGURE AS MODBUS MASTER, OR OTHER PROTOCOL COMPATIBLE WITH PLC
12	1	ETHERNET SWITCH - UNMANAGED 5-PORT
13	1	SURGE PROTECTION DEVICE
14	1	SCADA ETHERNET RADIO (FUTURE)
15	1	ALLEN-BRADLEY, PANELVIEW PLUS 5500, 24VDC, 2715-T15CD

GENERAL NOTES

- LAYOUT IS PROVIDED FOR SUGGESTED ARRANGEMENT AND MATERIALS ONLY. THE CONTRACTOR IS TO DO A COMPLETE TAKE-OFF FROM DRAWINGS AND SPECIFICATIONS AND PROVIDE ALL MATERIALS REQUIRED FOR A COMPLETE FUNCTIONAL ASSEMBLY.
- IDENTIFY ALL DEVICES WITH LAMACOID LABELS.
- ALL COMPONENTS DIN RAIL MOUNTED.
- ALL PANEL PENETRATIONS TO BE BOTTOM ENTRY.

BILL OF MATERIAL (PLC)		
ITEM No.	QTY.	DESCRIPTION
10.1	1	ALLEN-BRADLEY - 1769-PB3 POWER SUPPLY, 24VDC
10.2	1	ALLEN-BRADLEY - 1769-L32E ETHERNET PROCESSOR, 750KB
10.3	1	PROSOFT TECHNOLOGIES - MV69E-MBS Modbus Serial Enhanced Communication Module
10.4	1	ALLEN-BRADLEY - 1769-IF4I 4 CHANNEL ANALOG CURRENT/VOLTAGE ISOLATED INPUT MODULE
10.5	1	BACKPLANE
10.6	AS REQ'D	SLOT FILLERS, END CAPS

MASTER STATION - PANEL LAYOUT (TYPICAL)
N.T.S.

APPENDIX 5 – INSURANCE FORMS

See attached.



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL -
PS20191223**

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

APPENDIX 6 – VENDOR’S EXPERIENCE WITH RELATED WORK

Vendor's 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:

**\$
Dollars)**

(Cdn.

**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:

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

Reference #2

Description of Project:

Location of Project:

Contract Value:

**\$
Dollars)**

(Cdn.

**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:

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

Reference #3

Description of Project:

Location of Project:

Contract Value:

**\$
Dollars)**

(Cdn.

**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:

Additional pages may be attached to this page. Each such additional page is to be clearly marked "RFQ No. PS20191223, APPENDIX 6 – VENDOR EXPERIENCE WITH RELATED WORK".

REQUEST FOR QUOTATIONS NO. PS20191223
SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

APPENDIX 7 – SUBCONTRACTORS

The vendor intends to use the following sub consultants / subcontractors for the portions of the work identified below. (All sub consultants or subcontractors who are proposed to perform any portion of the work should be listed.)

Subcontractor	Address	Type of Work

APPENDIX 8 – SUPPLIERS

The vendor intends to use the following suppliers and manufacturers for relevant portions of the Work.

Supplier	Manufacturer	Supplier Address	Item

APPENDIX 9 – CONTRACTOR SAFETY ABSOLUTES

See attached.

A. Forbidden Actions:

- Walking under suspended loads.
- Working or driving while under the influence of alcohol or drugs.
- Entering a confined space without first using a gas monitor to test the atmosphere.
- Entering a trench/hole over 4 feet (1.3 metres) without shoring or other engineered systems/procedures.
- Driving and talking/texting on a mobile phone/device, unless using hands free.
- Smoking in non-designated areas or within 20 feet (6 metres) of co-workers or in City vehicles/equipment.

B. Mandatory Actions:

1. Wearing a safety belt when provided in vehicle.
2. Vancouver Landfill Speed Limit:
 - Drive within the 15 km/h speed limit in the area of the scalehouse and administration/shop buildings and 5 km/h speed limit within the Residential Drop Off parking lots.
 - Driver within the 30 km/h speed limit within all other areas of the landfill.
3. Vancouver South Transfer Station Speed Limit:
 - Drive within the 5 km/h speed limit in all areas of the Vancouver South Transfer Station.
4. Wearing the following personal protective equipment is a mandatory requirement for all areas of the Vancouver Landfill and Vancouver South Transfer Station with the only exception of the public parking areas. The mandatory PPE requirements are:
 - a) Eye safety protection “**at all times**”.
 - b) Reflective safety vests (minimum dual contrast).
 - c) CSA approved safety footwear (over the ankle preferred).
 - d) Flame Resistant Clothing when performing work on or directly adjacent to the gas collection system or within the confines of the Flare Station.
 - e) When working on the tipping floor for greater than a total of 30 minutes in an 8 hour shift at the Vancouver South Transfer Station a minimum requirement of a half face respirator with organic vapour P100 cartridges.Additional PPE requirements:
 - f) Hearing protection must be worn where required to protect against noise.
 - g) Hard hats or bump caps when required by the task being completed. (Note: Mandatory hard hat use may be directed by a contractor’s Health and Safety Program)

CONTRACTOR SAFETY ABSOLUTES

5. Locking out hazardous energy sources before starting work on equipment/machinery.
6. Using fall protection when working at heights over 10 feet (3 metres).
7. Any ground disturbance must not be undertaken without approval from TLO management. All ground disturbances must be planned, including the use of locates, AutoCAD record drawings and painted on the ground. The plan will include the use of a spotter and all underground facilities/utilities will be exposed at suitable intervals by hand or hydrovac and identified for size and alignment prior to mechanical excavation.
8. When ground disturbance unearths an unknown material or material which may potentially contain asbestos, all work must be stopped and IMMEDIATELY reported to TLO management so that containment and abatement can be planned.

C. Procedure for Inadvertent Utility Strike (Overhead/underground power lines, gas lines other than Landfill Gas Extraction)

WorkSafeBC considers utility strikes as potential “major release of hazardous substance”. Below is the current City of Vancouver practice related to utility strikes:

- The contractor striking utility “live or not” must immediately stop work and report to their Transfer & Landfill Operations (TLO) contact.
- TLO in consultation with the contractor and the City of Vancouver Operations Support and Safety Branch (OSSB) will determine if the strike falls under the WorkSafeBC definition of “major release of a hazardous substance”. TLO and OSSB will determine if a report will be submitted to WorkSafeBC by the contractor or by TLO.

D. Procedure for Inadvertent Strike of Landfill Gas Extraction System (Piping, wellheads and connections, valves)

The LFG extraction plant should not be operated if there is an excessive air leak into the gas collection system, as it significantly increases the risk of underground fire and also shut down the flare station and utilization systems abruptly, risking damage to these downstream systems.

- The LFG burner tip is a source of controlled combustion, which requires fuel such as landfill gas and oxygen to sustain combustion. The source of oxygen at the burner tip is from ambient conditions controlled by the automated draft air louvers mounted on the flare shell.
- **Air Intrusion** - If there are significant amounts of oxygen in the gas pipe, the flame may propagate down the pipe causing injury to staff and/or damage equipment. In addition, air intrusion causes safety features within the gas plant to shut down production which has a significant impact on TLO’s ability to meet both customer requirements.
- Landfill staff are keen to know when a gas system part is contacted because the gas infrastructure within the Landfill is vital to the landfill gas extraction system, which the Landfill is accountable for under its Ministry of Environment and Climate Change Strategy authorization. Even a bend in a pipe can impact on our extraction controls.

Locating Landfill Gas System Parts

TLO recognizes that locating Landfill gas extraction system pipes, wellhead connections, and valves within the waste/soil materials at the Landfill is challenging. The following steps will help in successfully locating the Landfill gas system parts:

1. Obtain applicable record drawings from TLO and/or associated consultants and discuss known points of potential conflicts.
2. Use best industry excavation/trenching practices and follow your company's operating procedures to locate, delineate location and expose sub-surface parts. This includes hand exposing or using hydrovac as necessary.
3. Pre-surface disturbance planning (i.e. trenching):
 - a. Communicate with the Landfill Gas Technician to verify as best as possible the location of pipes and proposed work.
 - b. The technician will determine actions to mitigate potential interference with gas system operation (i.e. close valves).
 - c. Workers should hand expose pipe connections at the nearest well heads so that the direction of pipes leading to and from wellheads can be determined.

"STOP WORK" With Any Contact

Contact with any gas system part is considered an operational impact requiring operational responses. The following steps will help the Landfill staff respond quickly so that any effect on the gas extraction system is minimized.

1. If an unplanned contact with or damage to pipe occurs (i.e. dropping a boulder on, rubbed, hit, etc.), **"STOP WORK!"**
2. Immediately contact the Landfill Gas Technician via phone call with a request that they attend to view and assess the damage.
3. The contractor and Landfill Gas Technician, in consultation with the TLO Civil Engineer II, will create a work plan to address the contact (i.e. close valves, repair pipe, etc.).
4. Before repair, take pictures of the contact/damage.
5. Flash report the contact to the Flash Report Distribution list with a description of the contact cause and recommended next steps to mitigate the contact.
6. Discuss the pipe contact as an operational item at the weekly construction meeting.

Documented Report of Contact

An email investigation report must follow.

Understandably, the requirement for a documented report may be seen by some workers as an investigation to find fault. Our intent is to ensure we act quickly to confirm the integrity of the landfill gas systems, not to create employee concern about reporting. We certainly don't want to discourage employees from reporting contacts or even near misses of any kind.

If circumstances surrounding the incident indicate failure to follow standard working practices/procedures or other safety-related evidence, then a formal safety investigation needs to be completed within 30 days of the incident and submitted to TLO.

E. Asbestos Control

The Vancouver Landfill accepts asbestos containing material from various sources such as construction demolition sites. Over the life of the landfill, the material has been buried at various locations within the landfill.

- Landfill surface/lower layers - Contractors who will be disturbing the landfill surface or lower layers with drilling, excavation or trenches should anticipate contact with asbestos containing material.
- Buildings/structures - Contractors disturbing buildings and structures shall determine the potential presence of asbestos containing material.

Contractors will establish an Asbestos Exposure Control Plan for the handling and disposal of asbestos containing material and the plan must include the following:

- Monitoring procedures.
- Worker & public protection procedures.
- Handling procedures.
- Disposal procedures

Worker and Public Notification

The Contractor shall inform all workers and the public visiting the work area of the potential for exposure to asbestos contaminated material from construction disturbance and the importance of safety precautions to ensure the safety of all workers and the public.

Handling Procedures

The following asbestos-containing waste handling procedures shall be implemented:

1. Temporary barriers will be erected 10 metres upwind and 25 metres downwind of all work sites and dumping areas to prevent unauthorized access to these hazard areas by unprotected workers.
2. All persons within 25-feet (8 metres) of the operations shall wear an asbestos HEPA approved respirator. Personnel shall wear disposable (Tyvek) coveralls, gloves, and foot coverings. Personnel shall be properly trained on the health effects of asbestos, proper work practices, and the use of respirators.
3. All disposable (Tyvek) coveralls will be considered to be contaminated with asbestos and shall be disposed of accordingly.
4. A water truck equipped with the appropriate spraying equipment to produce a fine mist will be required at all times to keep the suspected asbestos containing material wet at all times.
5. All drill cuttings or excavation material that is not already damp upon removal from the workings will be immediately wetted and placed into the container.
6. Disposal of suspected asbestos containing material:
 - If material is being placed in a large container or truck box, the material shall be deposited into a poly lined container or truck box for subsequent loading and hauling to the final onsite disposal area.
 - The liner of the container shall be of sufficient strength and thickness to prevent tearing and puncture of the liner when handling the material and transporting the container to the

CONTRACTOR SAFETY ABSOLUTES

- final disposal location. The liner shall stay intact without seam separation or damage throughout the handling and disposal process.
- The container or box shall be sealed once it is full and during transfer to the final waste disposal area.
7. If the material is being hand bagged, the contractor's Asbestos Exposure Control Plan shall include abatement procedures that include double bagging in 6 ml yellow disposal bags.
 8. Material shall be disposed of at an onsite location specifically designated by the Owner or Engineer for disposal of asbestos contaminated material.
 9. The Landfill Site Manager shall be notified of the status of the asbestos containing waste materials on a daily basis while handling and disposing of asbestos containing waste.

Drilling/Excavation Safety

1. The Exposure Control Plan for drilling operations and ground disturbance shall include ambient air monitoring and/or personal monitoring to confirm a safe distance from activities at which a respirator is not required to be worn with respect to landfill gases and airborne asbestos. The use of brush burning fans should be considered to vent the ambient air away from the work area. Care must be taken not to vent toward adjacent work areas.
2. If air monitoring and/or personal monitoring determines that air purifying respirator (APR) is necessary, the Contractor shall provide an appropriate APR (half-face or full-face) with approved P-100 cartridges for each crew member. All personnel using APR shall be properly trained and fit-tested prior to use.

F. Use of Crane, Drill, Tall Obstruction – Notification to the Boundary Bay Airport

The entire landfill property is within the limits of the Boundary Bay Airport as recorded on Plan No. 61884, 11 May 1981 - Transport Canada Plan Showing Lands Affected by Zoning Regulations for Boundary Bay Airport. This area includes a 45.5m Elevation Outer Limit Zone.

Notification Required**1. Crane Use or Other Obstruction**

Any and all plans to use cranes or erecting of any obstruction (including drills) higher than 25 feet (8 meters) above ground level (AGL) the Contractor shall contact the Vancouver Landfill Manager and the Boundary Bay Airport.

2. When is notification due?

To the Vancouver Landfill Manager - Two weeks prior to the erecting the crane or obstruction.

To the Boundary Bay Airport - An email notification to the airport MUST be submitted 48 hours prior so that the required NOTAM notification can be published for the knowledge of aircraft in the airport fly zone.

3. What is required to be in the notification?

The notification must include:

1. Contact person/ number,
2. Elevation above ground level, height above sea level, position of the crane latitude and longitude,
3. Duration of work, lighting and radius of work, as well as a description of the work.

CONTRACTOR SAFETY ABSOLUTES**4. Who gets the Boundary Bay notification?**

Notification is sent via email to:

- info@alpha-aviation.ca
- [Landfill Manager \(lynn.belanger@vancouver.ca\)](mailto:Lynn.belanger@vancouver.ca)

5. Late Notification

- Although 48 hours notification is required, the Boundary Airport management acknowledges that the Landfill may use cranes for emergency events.
- Send the email as soon as it is determined a crane must be used for an emergency event with an explanation for the late submission.

G. Flash Reporting:

1. The Flash Report is to be used as a tool to communicate via email that an incident or event is occurring and what immediate preventative measures being taken at the scene. IT IS NOT AN INCIDENT INVESTIGATION, ONLY A NOTIFICATION OF INCIDENT. The email must be sent out as quickly as possible, even if the full incident information is not known.
2. The intent of Flash Reporting is to provide members of a dedicated email distribution list a brief notification of a significant, serious or extreme event. The standardized format of communicating and gathering information gives all readers the information they require in a timely manner for potential escalation of details and/or interaction with external stakeholders.

Flash Report Levels & Definitions**Significant**

- any near miss that we wouldn't attempt to apply "serious" to (may include property damage)
- any injury that requires a trip to hospital
- any utility strike **WITHOUT** hazardous substance release (electrical power of any sort is considered a hazardous substance)
- any event where a member of the public is involved (without injuries)

Serious

- call to 9-1-1 to help control or respond to the scene of an incident
- person(s) transported by ambulance
- any incidents or events where member of the public was injured or experienced property damage
- assault or serious threats of violence to employee
- any utility strike **WITH** hazardous substance release (electrical power of any sort is considered a substance)
- work refusals
- vehicle event resulting in serious injury to employee
- contact with or wires down low voltage or underground utilities
- environmental release requiring moderate/major clean-up
- damage to equipment resulting in spill requiring moderate/major clean-up
- any event causing an evacuation
- any incident that is immediately reportable to a regulating body

CONTRACTOR SAFETY ABSOLUTES

- any visit from a WorkSafeBC Inspector
- Extreme**
- injury to employee or member of the public that results in significant/permanent disability or death
 - any employee seriously injured or killed including employee that requires immediate surgical intervention
 - major structural failure or collapse including crane, hoist, scaffolding
 - any major release of hazardous substance
 - injury to employee that requires immediate surgical intervention
 - contact with high voltage wires
 - any event with irreparable/significant damage to environment, including equipment failures
 - collapse of excavation
 - any event involving fire or explosion

Flash Report Email Format

The email message format shall contain the following information:

To: lynn.belanger@vancouver.ca, chris.dodd@vancouver.ca, calvin.lum@vancouver.ca, ken.fraser@vancouver.ca, anthony.thomas@vancouver.ca, hanna.muslick@vancouver.ca, kezi.nwaoha@vancouver.ca, jerry.sobejko@vancouver.ca, john.carabatsakis@vancouver.ca, kulwinderjit.jhajj@vancouver.ca, rob.weiss@vancouver.ca (TLO Project Managers - to be determined) (plus any contract company person you wish to include)

Subject Line of Email: Flash report Level (Choose Significant, Serious or Extreme) - Title of Event

The body of the email shall include:

- Event description (very brief - rule of thumb 25 words or less) stating:
 - incident time
 - site location
 - no injury or injury with brief description
 - no damage or damage with brief description.
- Immediate Preventative Measures implemented and who is accountable
- Stakeholders called to scene (Emergency Services, Risk Management, Utility Owner)
- Public impacted Y/N and how
- Date of next update
- Contact name and number for person who can provide further information if needed

The following is an example of a Flash Report email.

CONTRACTOR SAFETY ABSOLUTES

To: lynn.belanger@vancouver.ca, chris.dodd@vancouver.ca, calvin.lum@vancouver.ca, amrti.pangli@vancouver.ca, ken.fraser@vancouver.ca, rob.weiss@vancouver.ca, jerry.sobejko@vancouver.ca, (TLO Project Managers – to be determined) (plus any contract company person you wish to include)

Subject: Flash Report - Significant - Existing Fibrous Conduit Exposed

Location: Transfer Station Rebuild Project
Date/ Time: Friday, 24 Mar 2017/5:00 pm
Type: Existing Fibrous Conduit Exposed at the new Recycling Area Project
Injury Type: None

Description: Super Big Construction Company exposed fibrous conduit during the process of excavation at the Transfer Station Recycling/Green Waste area. Super Big employees cordoned off the area with fencing to restrict access. CoV Environmental Services were contacted and instructed Super Big to ensure conduit was not disturbed. Environmental Services will attend on Monday, 27 March 2017 to sample the conduit for testing. Environmental Services is satisfied that no risk of exposure will occur for the public or workers.

Immediate Preventative Measures: Stopped work and removed workers from area. Cordoned off the area with fencing.

Stakeholders Involved: Super Big Construction Company, CoV employees

Public Impact: None

Next Planned Update: Monday, 27 Mar 2017

John Super Big, Owner
Super Big Construction Company
604-020-0202

If you have any questions about the use of the Flash Report, please contact:
 Anthony Thomas, TLO OHS Superintendent, 604-318-9039

H. Health & Safety Reporting

A contractor may use this template or their own reporting format which will include the following information on a minimum bi-weekly basis to TLO management or as agreed to.

Contractor				
Number of Sub Contractors				
Project				
Project Number				
Reporting Dates				
Year				
INJURY LAG INDICATORS				
Report Item	Contractor	Sub-Contractor	Total for Reporting Dates	Ongoing Project Total
Work hours	0	0	0	0
Number of Fatalities	0	0	0	0
Number of Lost Time Injury	0	0	0	0
Number of Medical Treatment	0	0	0	0
Number of First Aid Only	0	0	0	0
Number of Modified Duty	0	0	0	0
OTHER LAG INDICATORS				
Near Miss - potential for injury	0	0	0	0
WSBC Reportable Occurrence	0	0	0	0
Non-Occupational Incident	0	0	0	0

CONTRACTOR SAFETY ABSOLUTES

Environmental Incidents	0	0	0	0
Property Damage	0	0	0	0
Motor Vehicle Damage	0	0	0	0
Equipment Damage	0	0	0	0
Fire	0	0	0	0
Theft	0	0	0	0
Utility strike	0	0	0	0
LEAD INDICATORS				
Formal Inspections Completed	0	0	0	0
Crew Safety Talks Completed	0	0	0	0
Employee Orientations Completed	0	0	0	0
Incident Investigations Signed off by JHSC & Contractor Mgt	0	0	0	0
Ground Disturbance Permits Issued	0	0	0	0
Hot Work Permits Issued	0	0	0	0
Confined Space Permits Issued	0	0	0	0

APPENDIX 10 – LANDFILL SITE SAFETY ORIENTATION & AGREEMENT

See attached.



Engineering Services - VL

Standard Operating Procedure

Title:	#3 Site Safety Orientation and Agreement
Branch:	Transfer & Landfill Operations
Site:	Vancouver Landfill
VanDoc:	ENG – TLO - VL Active SOP's - #3 Site Safety Orientation and Agreement

REVISION HISTORY				
Rev. No.	DCR#	Description	Date Created/Revised	Created/Revised by
1		Complete revision	Revised Nov 2017	R. Weiss (OHS Supt), Tech Team
2		Added CoV Alcohol, Controlled Drugs & Medication Policy information	Revised 26 July 18	R. Weiss (OHS Supt.)
3		Addition of steamer information	Revised 8 Aug 18	R. Weiss (OHS Supt.)
4		Addition of vehicle backing and LFG pressurization info	Revised 24 Aug 18	R. Weiss (OHS Supt.)
5		Addition of PPE Map and FR clothing requirements	Revised 24 Jan 20	A. Thomas (OHS Supt)

The City of Vancouver, Transfer & Landfill Operations Branch requires that all persons working on the Vancouver Landfill (VL) site receive the following orientation before any work begins, and at regular intervals in future. The orientation identifies the hazards that may be encountered, and requirements which are in place for your safety. All individuals shall understand and agree to comply with this document to have access to work on this site.

This orientation shall be delivered by Transfer and Landfill Operations or Equipment Services staff. Please note that you will receive this orientation at least every six (6) months or if it has been more than six (6) weeks since your last visit to the Vancouver Landfill site.

CONTRACTORS / VENDORS / CITY OF VANCOUVER BRANCHES

Contractors, vendors or employees from other City of Vancouver branches must receive the following orientation before commencing business on the Landfill site. Each contractor, vendor or City of Vancouver employee (or team of employees) will be assigned a Landfill Site Contact as a point of contact for any questions or reporting of hazards, concerns or incidents. It is the responsibility of the contractor, vendor or City of Vancouver employee to communicate with their Site Contact in advance of their visit or at a minimum as soon as they arrive on site.

The name of your Landfill Site Contact person is: _____
Cell number: _____

SITE CONTACT – CHECK WHICH SECTIONS THE READER MUST COMPLETE

- ☐ Part One - General Safety – Pages 2 to 10, sign page 13
- ☐ Part Two - Equipment Services (EQS) Landfill Garage – Pages 11 to 12, sign page 13 (required only by those who will be entering the EQS Landfill Garage).

PART ONE - GENERAL SAFETY

I. SITE PLAN

Site Address 5400 72nd Street, Delta, BC

Contact Numbers Landfill Office **604.606.2700**
First Aid Cell Phone **604.603.1655**



Standard Operating Procedure

SEE APPENDIX “A” FOR ROAD NUMBERING MAP

II. LANDFILL SITE HAZARDS

The hazards that may be encountered at the Landfill are listed in alphabetical order by area below.

√ General Site Hazards – Apply to all workers.			
<ul style="list-style-type: none"> Animal or insect stings Confined spaces (as marked) Electrical hazards Eye hazards (ie. Dust) Fall protection (working at height of ≥10 ft.) Fires/explosions Landfill gas 		<ul style="list-style-type: none"> Mobile equipment and vehicle traffic Poor housekeeping Power outage Slips, trips, and falls Spills Weather (affects equip/vehicle operation, walking surfaces, etc.) 	
☐ Zero Waste Centre (ZWC)		☐ Disposal Area Active Face	
<ul style="list-style-type: none"> Asbestos Bed Bugs Compressed gas cylinders Cuts (blades, sharp objects, puncture) Dust, including silica Equipment tipping/rollover Flying objects 		<ul style="list-style-type: none"> Heat/cold stress for worker Lifting hazards Mobile equipment and vehicle traffic Needle sticks Noise Toxic gases Violence 	
<ul style="list-style-type: none"> Asbestos Bioaerosols (mould, bacteria, wastewater) Bio-hazardous materials Compressed gas cylinders Cuts (blades, sharp objects, puncture) Dust, including silica Equipment tipping/rollover 		<ul style="list-style-type: none"> Flying objects Heat/cold stress for worker Landfill gas Mobile equipment and vehicle traffic Needle sticks Noise Toxic gases Uneven terrain 	
☐ Compost Facility		☐ Scalehouse/Kiosks	☐ Leachate Pump Station
<ul style="list-style-type: none"> Bioaerosols (mould, bacteria) Dust, including silica Equipment tipping/rollover Flying Objects 		<ul style="list-style-type: none"> Blood borne pathogens (money handling) Congestion & obstructions Dust, including silica Long stationary posture Vehicle traffic Noise Violence 	<ul style="list-style-type: none"> Confined spaces Electrical (lockout) Landfill gas Leachate
☐ Flare Station		☐ Other Areas	
<ul style="list-style-type: none"> Above-ground pressurized pipelines Compressed gas cylinders Confined spaces (marked) Congestion & obstructions Electrical (lockout) Flame flashback during flare start-up 		<p>Site Contact To List & Discuss (i.e. Gas Field, C&D Recovery Project, Closed Areas, Landfill Services Maintenance Yard, Soil Stockpile, Burns Bog)</p> <ul style="list-style-type: none"> _____ _____ _____ _____ _____ _____ _____ 	

Standard Operating Procedure

Various controls have been implemented to minimize the risk of all the listed hazards. If you have any questions or concerns about hazards or require further information, please discuss with your Site Contact.

NOTE: If you notice a hazard or unsafe condition, **please correct it immediately**. If you are unable to correct the hazard or unsafe condition yourself, report it immediately to your Site Contact.

III. SAFETY RULES

SIGN IN AND OUT

- **All contractors/vendors/City of Vancouver employees must sign in and out** on a “Vancouver Landfill Sign-in Sheet” at the Landfill Administration Building Office or Technical Trailer Office during regular office hours.
- Choose the sign in location where your Site Contact is located. Example: If your Site Contact has an office in the Technical Trailer, then you should sign in at the Technical Trailer and inform your Site Contact of your arrival.
- Please note sign in/sign out locations on the map below.

Landfill Administration Building Office

Location: 2nd Floor with entrance on East Side of Administration Building.

Tel: **604.606.2710**

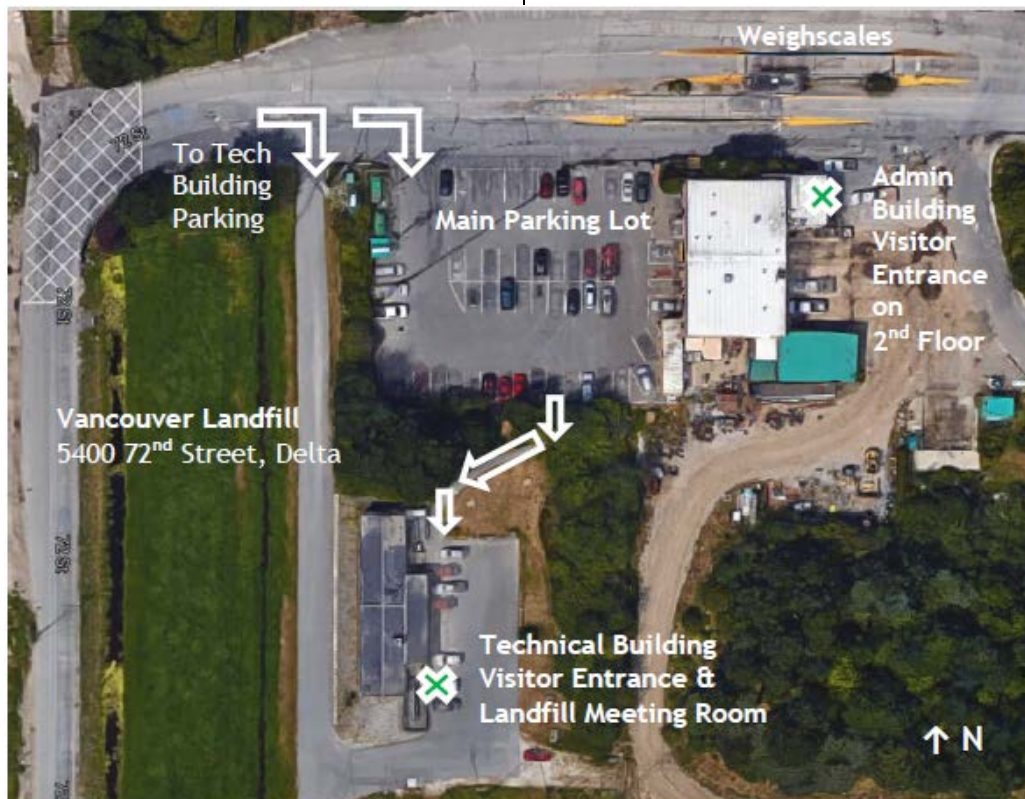
Hours: Mon to Fri, 7:00am – 3:30pm.

Technical Trailer Office

Location: south of main parking lot and Administration Building. Office entrance at south end of building.

Tel: **604.606.2700**

Hours: Mon to Fri, 7:30am – 4:00pm.



Standard Operating Procedure

- **After hours sign in/out:** The Administration Office closes by 3:30 pm. The Technical Trailer Building closes by 4:00 pm. The main gate closes at 6:00 pm.
- If you will be on site after the offices or the gate closes, inform your Site Contact and indicate on the sign in sheet what your expected time out will be.
- Sign out in person or by phone according to your Sign out Time as listed in the table:

Sign In Location	Sign Out In Person	Sign Out By Phone
Did you sign in at the Administration Building?	Then sign out in person at the Administration Building before 3:30 pm	Or sign out by phoning 604.606.2710
Did you sign in at the Technical Trailer Building?	Then sign out in person at the Technical Trailer before 4:00 pm	
Still at the Vancouver Landfill between 4:00 pm and 6:00 pm?	Sign out at the Weighscales	Or sign out by phoning 604.506.3159 (Sub Foreman)
On site after 6:00 pm?		Phone 604.506.3159 (Sub Foreman)

VEHICLE ACCESS TO & OPERATION WITHIN THE LANDFILL



- Rules for vehicles entering the Vancouver Landfill
 - Vehicles authorized to by-pass the scales
 - Some vendors and City of Vancouver vehicles have been authorized to by-pass the scales and therefore are permitted to by-pass the vehicle line up on 72nd street. **ONLY VEHICLES WITH AUTHORIZATION MAY BY-PASS.**
 - Vehicles not authorized to by-pass
 - When entering the site from along Burns Drive and 72nd street, vehicles may not pass the inbound line-up during operating hours, **unless traffic control persons are actively managing traffic and the traffic control person gives you a clear direction to by-pass.** If no traffic control persons are present, then unauthorized vehicles must wait in line.

Standard Operating Procedure

- If a traffic control person is present, vehicles may signal to traffic control persons that they would like to bypass by putting on their 4-way flashers. Do not proceed until the traffic control person notes your flashers and gives you clear instruction to bypass.
- All drivers/operators must observe traffic control measures (i.e., stop signs, no stopping road markings, speed signs, warning signs and cones).
- The speed limit on the Landfill premises is **30 km/h, 15 km/h adjacent to the scales, and 10km/h in the Zero Waste Centre.**
- Seatbelts must be worn at all times while vehicles are in motion, no exception.
- **MANDATORY VEHICLE BACKUP RULE** – Before backing any type vehicle, the vehicle operator must check the rear of the vehicle to ensure no persons or obstructions will be hit by the backing vehicle. Vehicle operators will **HONK THE HORN TWICE** before backing the vehicle.
- To prevent exhaust fumes from entering the scalehouse, all vehicles must turn off their engines when sitting at the weighmaster window on the scales.

DISTRACTED DRIVING

- The use of cellular phones while operating vehicles or equipment is prohibited by City policy and the BC Motor Vehicle Act unless in a Province-approved hands-free mode. Always move to a safe place out of the way of any equipment or vehicles prior to using a cellular phone or engaging in any other non-mobile activity.
- The use of listening devices with headphones (such as music players) is prohibited while on site by City policy.
- The Vancouver Landfill has many persons on the ground and vehicles moving in close proximity to each other. A distracted driver is considered a **HIGH RISK** to both vehicles and persons on the ground. **Distracted drivers will be asked to leave the site and will not be permitted access without written permission from the Landfill Manager or designate.**

SMOKING

- Smoking is only permitted in the designated smoking location on the south west corner of the Administration building parking lot. Smokers will find a covered area at this location.
- Smoking is **not permitted** at any other location within the Landfill.



CITY OF VANCOUVER ALCOHOL, CONTROLLED DRUGS & MEDICATIONS POLICY

- The City of Vancouver Alcohol, Controlled Drug and Medications Policy applies to all City employees, volunteers and contractors performing work on behalf of the City.
- The City of Vancouver (the “City”), and those who perform services on its behalf, have a shared responsibility to maintain a safe and healthy work environment. The use of Alcohol, Controlled Drugs and Medications can have a serious adverse effect on the health, safety and productivity of City employees, on contract employees, on the work environment and the public.
- Policy Rules:
 - To not cultivate, manufacture, distribute, offer or sell Controlled Drugs while at work or on break, or while operating a vehicle.
 - To not possess a Controlled Drug while at work or on a break, while attending at City premises, or while operating a vehicle, unless the Controlled Drug is legally in the possession of the employee, volunteer, or contractor; and the Controlled Drug is contained in its original, sealed and unopened packaging.
 - To not possess open Alcohol while at work or on break, while attending at City premises, or while operating a vehicle.
 - To not distribute, offer or sell Medication for which a prescription is required while at work or on break, while attending at City premises, or while operating a vehicle.
 - To abstain from use of Alcohol, Medication or Controlled Drugs prior to commencing work in a manner that could render them unfit to perform their duties safely and efficiently.
 - To abstain from use of Alcohol and Controlled Drugs while at work or on break, while attending at City premises, or while operating a vehicle.
 - To act responsibly with regard to the use of Medication, whether over the-counter or prescribed by a physician, to prevent adverse effects on work performance.

SCAVENGING

- Scavenging is prohibited anywhere in the Landfill. Scavenging is the search for and collection of anything from discarded waste.

CONED OFF, SIGNED AREAS, ASBESTOS DEPOSITS

- Be aware of and stay clear of coned-off areas; these are closed to protect you from hazards.
- Be aware that asbestos is routinely managed at the Landfill. Asbestos is required to be double bagged and poses no harm if the bags are not disturbed. Asbestos is disposed of within areas posted with asbestos signs or wording.

WORKSAFEBC COMPLIANCE

- Comply with WorkSafeBC regulations when entering any confined space, depression, or potentially poorly ventilated areas.

IV. FIRST AID ATTENDANT – CALL **604.603.1655 (PLEASE WRITE THIS NUMBER DOWN)**

- All injuries, even minor injuries, are to be reported to the first aid attendant and your Site Contact. The first aid room is located at the southeast corner of the Landfill Administration building. (Location noted on the following page picture)
- Notify the designated First Aid Attendant at **604.603.1655** (VL First Aid Cell Phone). If no answer, contact the Landfill Office at **604.606.2700** to alert the First Aid Attendant.

EMERGENCY REQUIRING AN AMBULANCE

- For injuries requiring an ambulance call 911 immediately, then inform the Landfill First Aid Attendant and your Site Contact (dial “9” first from land lines). Your Site Contact will arrange to have the ambulance met at the gate and directed to the injury location.

V. IN THE EVENT OF AN EMERGENCY

- Report any fires, spills, accidents or other emergencies to the Landfill Office immediately. In the event of an emergency that requires outside response, call 911 immediately and then inform the Landfill Office at **604.606.2700** and your Site Contact.
- The Landfill Manager or designate is responsible for contacting additional authorities as required.
- For detailed information, refer to the Vancouver Landfill Emergency Response Plan.

SAFETY DURING AN EMERGENCY

- In an emergency, your first priority is to warn others and evacuate the immediate area. Do not put yourself in danger.
- If not directly and helpfully involved, report to the **Emergency Muster Station** in the north end of the employee parking lot near the entrance to the Administration Building.



- Do not return to the site until instructed that it is safe.
- During an emergency muster, you must be present for a head count. Do not leave the Vancouver Landfill until you are directed to do so.
- If the emergency involves chemical products or materials, Material Safety Data Sheets for materials used on site are located in Superintendent's office and are available online at the Vancouver Citywire website. Ask your Site Contact to assist with accessing MSDS information.
- Materials brought onto site by contractors/other City branch workers require MSDS sheets.

VI. HEALTH AND SAFETY CONCERNS

- If you have any health or safety concerns, please discuss them with your Site Contact.

VII. INCIDENT REPORTING

- **Incident Definition:** An accident or other occurrence, which resulted in, or had the potential for causing an injury or occupational disease. Incidents may include near misses, minor injuries, medical aid treatments, doctor visits, and/or injuries resulting in lost time accidents (*e.g. structural and equipment failures*).
- **Near-Miss Definition:** Incident without injuries but with potential to cause a serious injury; an event which had strong potential to be an injury that required medical aid, time loss or fatality, however did not result in an injury to an employee. A near miss can be loosely defined as a "close call" or a "near hit". Near misses may include property/equipment damage.
- ❖ The above incidents must be reported to your Site Contact immediately without delay. All injuries shall be managed in accordance with VL Injury/Illness and First Aid procedures. If you are unable to get in touch with your Site Contact, report the incident to the Landfill Office at **604.606.2700**.

VIII. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WorkSafeBC requirements for workers accessing the Landfill. PPE is required in all locations outside the Main Parking Lot or the Technical Trailer Office parking lot (as outlined in yellow below).



1) The following are necessary on the site:

- Yellow Hi-visibility reflective vest or coveralls as per City of Vancouver requirements. The requirement for hi-visibility vests is inclusive of the walkways from the Administration building to the Scalehouse.
- Safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white Ω CSA patch).
- Approved safety eyewear.

2) Also necessary where appropriate:

- Hard hat.
- Fall protection in situations where a fall of 3 metres (10 feet) or more could occur, or from a lesser height but which represents a higher risk of injury.
- Flame Resistant Clothing and a personal gas monitor when performing work on or directly adjacent to the gas collection system or within the confines of the Flare Station.
- Hearing protection at the Landfill Active Face, Residential Drop-Off Area, Demolition Area, Compost Facility, Flare Station or any area requiring hearing protection.
- Respirator with appropriate filtering cartridges or paper particulate mask as directed by the Site Contact or where mandatory signs are located.

- Other specific equipment where determined necessary or by regulation for the particular situation or as directed by the Site Contact.

IX. HEAVY EQUIPMENT

There are many varieties of heavy equipment used at the Landfill. Due to their size and operating speed, heavy equipment operators have restricted visibility for person standing or walking on the ground. **FOR YOUR SAFETY, ALWAYS GIVE HEAVY EQUIPMENT A WIDE SAFETY ZONE.**

- Do not walk in the active tipping area of the Landfill.
- Do not move into the vicinity of any vehicle or mobile equipment until you have made eye contact with the operator/driver and ensured that he/she is aware of your presence.
- Remember that people are more mobile than equipment – it is your responsibility to stay out of the way. Do not, at any time, walk behind any vehicle or piece of heavy equipment.
- Remain outside of the swing radius of excavators, approximately 15 metres (50 feet), unless absolutely necessary. If entry is required within that radius, make eye contact and communicate with the operator so they are aware of your location.
- In the demolition dumping area, maintain a safe distance between trucks (one truck and trailer length or 75 feet/23 metres). End dump style demolition trucks pose an extreme hazard of tipping over on their side when the box is lifted.
- All heavy equipment must be turned off before fuelling.

X. LANDFILL GAS HAZARDS

Landfill gas is produced by underground waste deposits and exists within the Landfill and in gas collection system piping and equipment. Gases can collect in confined spaces, depressions, and poorly ventilated areas.

- Never enter a signed/marked confined space without prior approval from your Site Contact. All manholes within the Landfill are classified as confined spaces due to potential presence of landfill gases.
- Do not access the fenced enclosure at the Flare Station or conduct any work around the landfill gas system without prior approval from your Site Contact.
- Do not alter any component of the landfill gas collection system without prior authority from the Landfill Manager or designate.
- Use extreme caution when operating vehicles or equipment or when walking near landfill gas collection systems. The system is under 100 PSI and can cause significant damage or injury if released.
- If possible, stand upwind of wells or any other landfill gas works. If an accidental or uncontrolled release of landfill gas is believed to have occurred near your work area, attempt to remove yourself from the area by taking a path that is crosswind from the source and attempt to get upwind if it is determined to be safe to do so. Immediately notify the Landfill Manager or your Site Contact.

- If a hydrogen sulphide (rotten eggs) odour is detected remove yourself from the area and notify the Landfill Manager or Site Contact.
- More information about Landfill Gas is available upon request from your Site Contact.

XI. LANDFILL FIRES

Decomposition of the wood waste will create chemical reactions which form gases and heat. If air is introduced into the mix, a spontaneous combustion fire can occur. Fires within landfills are not uncommon and are managed by landfill staff following the established procedures and practices of gas and heat monitoring and the fire response plan.

STEAMERS - A steamer is a plume of hot gas that seeps out of the surface where solid waste is landfilled. The following picture shows steamers rising from the landfill surface. If you observe this type of steam rising from the surface, immediately inform a Landfill employee or your Site Contact.

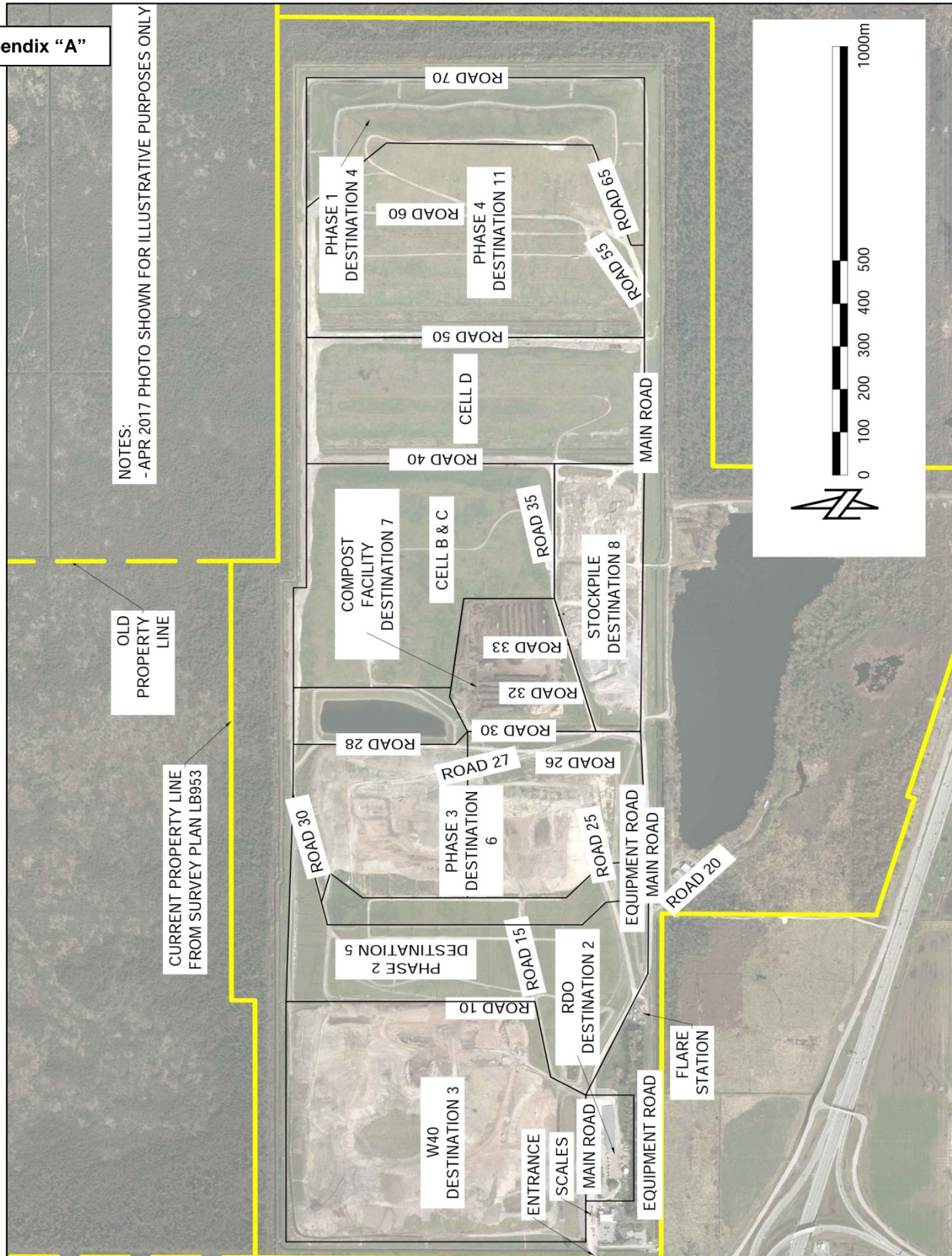
| Do not approach the steam. The steam may be the result of a sub-surface fire which has the potential to produce toxic gases harmful to humans.



XII. WORKING ALONE

- Determine with your Site Contact whether your work is considered working alone. Each time you access the Vancouver Landfill and when you will be working alone, you must tell your Site Contact where you will be located while working alone.
- Persons working alone must receive adequate training from their employer or home branch before being permitted to work alone at the Vancouver Landfill. You must follow your employers working alone procedures, including any check in's required by that procedure.
- Persons working alone must sign in and out at the Landfill Administration office and advise reception staff they will be working alone.

Appendix "A"



PART TWO – EQUIPMENT SERVICES (EQS) LANDFILL GARAGE

SAFETY ORIENTATION

This section is to be used in conjunction with the Site Safety Orientation and Agreement that is in place at the Vancouver Landfill (VL). This applies to all persons working at the Landfill and includes contractors hired by Equipment Services (EQS) to perform work on site. Each person must receive the complete VL orientation prior to work commencing, paying special attention to the sections that are most pertinent to the work they will be performing. All applicable WSBC rules are in effect while working in or around the garage as well as all other areas operated by Transfer and Landfill Operations.

I. GENERAL SAFETY ISSUES:

The garage has hazards that are common to most vehicle / equipment repair facilities and they include, but are not limited to:

- Open vehicle repair pits
- Overhead hazards associated with the use of a bridge crane
- Hazards associated with the use of compressed air
- Hazards associated with the use of compressed gases (oxygen / acetylene)
- Various oils, solvents and other chemicals
- Slip and trip hazards
- Congested work areas
- Hazards associated with the movement of large industrial machines and their parts
- Exposure to contaminants that are found at the Landfill

II. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WSBC and City of Vancouver requirements and must be used in accordance with the manufacturer's instructions. The required PPE necessary for working in the Equipment Services Garage is as follows:

- High visibility coveralls or vest
- Safety footwear (above the ankle CSA green triangle and Ω symbol)
- Approved safety eyewear
- Hearing protection as required in the garage and outside as per the Vancouver Landfill requirements

Also necessary where appropriate:

- Respirator
- Hard hat
- Bump cap
- Dust mask
- Gloves (choose protection relative to the hazard)

III. WORKING ALONE AT THE EQS SHOP

EQS staff will be signing on to "SafetyLine Mobile Worker Monitoring System" through the Equipment Services procedure. Contractors will be required to stay with EQS / TLO staff OR log into the existing SafetyLine system in place with the Vancouver Landfill.

IV. IN THE EVENT OF AN EMERGENCY AT THE EQS SHOP

Respond as per the TLO orientation and be sure that any contractors on site are accounted for and kept under the care of EQS or TLO staff until authorized to be released.

V. FIRST AID AT THE EQS SHOP

The TLO procedures for receiving first aid are to be followed. All injuries are to be reported to the first aid attendant and the worker's immediate supervisor.



SAFETY ORIENTATION AGREEMENT for CONTRACTORS and VENDORS

LEGAL TERMS AND CONDITIONS

- You agree that entry to and use of the Site is at your own risk and that neither the City of Vancouver, nor its employees or agents will be liable for any loss or injury to person or property whether or not caused by negligence.
- You agree to comply at all times with the above requirements and to follow the instructions of the Landfill Manager, or designate, and/or the First Aid Attendant at all times.
- You agree to reimburse the City of Vancouver for any and all costs, losses and damage which may be caused by your failure to carry out safe working practices while on the site or to otherwise comply with this Site Safety Orientation/Agreement.
- The terms of this Site Safety Orientation/Agreement are additional to, and not in replacement of any other agreement between you and the City of Vancouver. However, in the event of any inconsistency between the two, this agreement prevails.

NOTE: Complete this sign off if you are not a City of Vancouver employee

STATEMENT OF RESPONSIBILITY

Name

Company &
Nature of Work

Cell Phone

I certify that I have read, understood and agree to comply with and be bound by this Site Safety Orientation/Agreement.

Signature

Date

CITY OF VANCOUVER EMPLOYEES

*** Enter name if you are a City of Vancouver employee (no signature is required)

The following City of Vancouver employee has been provided the Site Safety Orientation.

Name of CoV Employee (Please print)

Branch

Office use only - Orientation Provided By

Name & Title

Company/Branch/Date

DISTRIBUTION: Detach page 14 and give to the Office Support Clerk for data entry.
Pages 1 to 13 may be given to the person receiving the orientation for their use.

APPENDIX 11 – SAMPLE FORM OF AGREEMENT

See attached.



SUPPLY AGREEMENT

PS20191223

BETWEEN:

<  SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF WATER LEVEL MONITORING SYSTEM

DATED <  >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <Date>

BETWEEN:

<[Supplier Logo] SUPPLIER NAME>, a corporation organized under the laws of <[Province] and having an office at <Address>

(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 services to provide water level monitoring system;

AND WHEREAS the City wishes to procure services to provide water level monitoring system 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.

TABLE OF CONTENTS

Page	Page
ARTICLE 1 INTERPRETATION	4
1.1 Definitions	4
1.2 Headings	10
1.3 Extended Meanings	10
1.4 Schedules	11
ARTICLE 2 EFFECTIVENESS.....	12
2.1 Effective Date.....	12
2.2 Term.....	12
ARTICLE 3 SUPPLY; GENERAL TERMS	12
3.1 Supply	12
3.2 Application to Prior Acts.....	13
3.3 Sufficiency and Competence of Personnel ..	13
3.4 Design Review . Error! Bookmark not defined.	
3.5 Standards and Requirements	13
3.6 Consents	14
3.7 Warranties.....	14
3.8 Relationship Between the Parties.....	14
3.9 Variations Requested by the City	15
3.10 Tests; Defects and Acceptance	16
3.11 Title and Risk	16
3.12 Living Wage	17
ARTICLE 4 PREFERRED SUPPLIERS.....	18
4.1 Procurement of Supplies.....	18
4.2 Information Concerning Alternative Suppliers	18
4.3 Use of Alternative Suppliers	18
ARTICLE 5 CONTRACT MANAGERS	19
5.1 City's Managers.....	19
5.2 Supplier's Managers	19
5.3 Designation of New Managers.....	19
ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS	20
6.1 General Representations and Warranties....	20
6.2 General Health and Safety-Related Acknowledgements and Covenants	20
6.3 Covenants Regarding Violations of Health and Safety Requirements	21
6.4 Covenants Regarding the Environment	22
6.5 Further Covenants Regarding the Sites	22
6.6 Covenants Against Encumbrances.....	23
6.7 Absence of Conflicts of Interest	23
ARTICLE 7 PERSONNEL	23
7.1 Separate Personnel	23
7.2 Changes in Personnel.....	24
7.3 Key Project Personnel.....	24
ARTICLE 8 REPORTING.....	25
NTD: Delete this Article 8 if not required.>Error! Bookmark not defined.	
8.1 Progress Reports	25
8.2 Assistance regarding Reporting Requirements	25
8.3 Other Reports.....	25
ARTICLE 9 PAYMENT; AUDITS	25
9.1 Payment to the Supplier.....	25
9.2 Purchase Orders; Content of Invoices	26
9.3 Procedure for Invoices.....	27
9.4 Currency of Payment.....	27
9.5 Contested Claims for Payment	27
9.6 Audits	27
9.7 Set Off	28
ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY	28
10.1 Scheduled Items.....	28
10.2 Other Information	28
10.3 Decisions in Writing	28
10.4 Access to the Site.....	28
ARTICLE 11 LIABILITY AND INSURANCE	29
11.1 Covenants of Indemnification by the Supplier	29
11.2 Contamination of Lands	30
11.3 Conduct of Claims	30
11.4 Insurance	32
ARTICLE 12 FORCE MAJEURE; TERMINATION	34
12.1 Force Majeure	34
12.2 City Suspension and Termination Rights	35
12.3 Supplier Termination Rights	35
12.4 Consequences of Termination	36
12.5 Other Surviving Rights and Liabilities of Parties	37
ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING ..	37
13.1 Assignment	37
13.2 Subcontracting	37
ARTICLE 14 INTELLECTUAL PROPERTY	37
14.1 Assignment	Error! Bookmark not defined.
14.2 Further AssistanceError! Bookmark not defined.	
14.3 Supplier Undertakings and Representations and Warranties . Error! Bookmark not defined.	
14.4 Background Intellectual PropertyError! Bookmark not defined.	
14.5 Supplier Employees' and Subcontractors' Rights	Error! Bookmark not defined.
14.6 No Additional RemunerationError! Bookmark not defined.	
ARTICLE 15 PRIVACY; CONFIDENTIALITY	38
15.1 Freedom of Information and Protection of Privacy Act	38
15.2 No Promotion	38
15.3 Confidentiality Obligations.....	38
15.4 Disclosure to Representatives	38
15.5 Disclosures Required by Law	38
15.6 Other Disclosures by the City.....	39
15.7 Interpretation; Enforcement and Survival ..	39

	Page		Page
ARTICLE 16 TAXES	39	18.9 Severance	43
16.1 Taxes for Own Accounts	39	18.10 Counterparts.....	43
16.2 Withholding Taxes	39	18.11 Independent Legal Advice.....	44
		18.12 Electronic Execution	44
ARTICLE 17 DISPUTE RESOLUTION	40		
17.1 Optional Procedure	40	SCHEDULE A - SCOPE OF GOODS AND SERVICES	
17.2 Arbitration.....	40	SCHEDULE B - PRICES FOR SUPPLY	
		SCHEDULE C - ITEMS TO BE PROVIDED BY THE CITY	
ARTICLE 18 MISCELLANEOUS.....	40	SCHEDULE D - SPECIFIC DELIVERABLES	
18.1 Time of the Essence	40	SCHEDULE E - TIME SCHEDULE FOR SUPPLY	
18.2 Costs	40	SCHEDULE F - PREFERRED SUPPLIERS	
18.3 Benefit of this Agreement	41	SCHEDULE G - PROJECT BUDGET	
18.4 Entire Agreement	41	SCHEDULE H - CITY POLICIES	
18.5 Amendments and Waiver	41	SCHEDULE I - KEY PROJECT PERSONNEL	
18.6 Notices	41	SCHEDULE J - SITE	
18.7 Governing Law and Jurisdiction	42	SCHEDULE K - FORM OF LETTER AGREEMENT	
18.8 Further Assurances	43		

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) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (d) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (e) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (f) **"Competent Authority"** means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (g) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing

Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
 - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (h) **"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;
- (i) **"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;
- (j) **"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;
- (k) **"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers,

photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

- (l) **“Effective Date”** has the meaning ascribed to such term in Section 2.1;
- (m) **“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;
- (n) **“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.
- (o) **“Force Majeure”** means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (p) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the

application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

- (q) **"Group"** means:
- (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (r) **"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;
- (s) **"Intellectual Property Rights"** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (t) **"Key Project Personnel"** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (u) **"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;

- (v) **"Living Wage"** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (w) **"Living Wage Certifier"** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Supplier in writing;
- (x) **"Living Wage Employee"** means any and all employees of the Supplier and Subcontractors of the Supplier that perform any part of the Supply on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (y) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (z) **"Other City Entity"** means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;
- (aa) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (bb) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;
- (cc) **"Preferred Supplier"** means a person named in Schedule F;
- (dd) **"Proposal"** means the Supplier's quotation dated **<DATE>**, submitted by the Supplier to the City in response to the RFQ;
- (ee) **"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;
- (ff) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (gg) **"RFQ"** means the City's Request for Quotation number PS20191223;
- (hh) **"Safety Incident"** means:

- (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (ii) “**Sales Tax**” has the meaning ascribed to such term in Section 16.1;
- (jj) “**Site**” means each of the worksites at which the Supply shall be performed and each other place where the Supply is performed;
- (kk) “**Social Enterprise**” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (ll) “**Student**” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (mm) “**Subcontractor**” means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (nn) “**Supplier’s Manager**” means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (oo) “**Supply**” means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (pp) “**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;
- (qq) **"Time(s) for Completion"** means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (rr) **"Variation"** has the meaning ascribed to such term in Section 3.9(a); and
- (ss) **"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;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Specific Deliverables
Schedule E	Time Schedule for Supply
Schedule F	Preferred Suppliers
Schedule G	Project Budget
Schedule H	City Policies
Schedule I	Key Project Personnel
Schedule J	Site

**ARTICLE 2
EFFECTIVENESS**

2.1 Effective Date

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

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up to one successive one-year period following the first anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from

the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.

- (e) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

3.4 Standards and Requirements

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), Schedule G (Project Budget) and the instructions of the City;
- (c) the City Policies; and
- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.5(a) to 3.5(d) in the order of priority in which such standards or requirements are listed (with Section 3.5(a) being of highest priority).

3.5 Consents

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

3.6 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of ~~<6>~~ years from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (f) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.7 or to evidence the Supplier's compliance with this Section 3.7, 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 3.7.

3.7 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

- (b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.8 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.9.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
 - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
 - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.9(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.9 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If a Defect appears the testing described in the foregoing Section 3.10(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.10 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
 - (i) payment therefor by the City;
 - (ii) its delivery and installation to any part of the Site; and
 - (iii) its incorporation into a 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 3.11, 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 the completion of the Supply to the satisfaction of the City.

3.11 Living Wage

- (a) Subject to Section 3.12(b), it is a condition of this Agreement that, for the duration of the Term the Supplier pays all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding Section 3.12(a), the Supplier has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- (c) The Supplier shall ensure that the requirements of Section 3.12(a) apply to all Subcontractors.
- (d) A breach by the Supplier of its obligations pursuant to Sections 3.12 (a) and (c) shall constitute a material breach by the Supplier of this Agreement that shall entitle the City to terminate this Agreement in accordance with Section 12.2(c).
- (e) The Supplier shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
 - (i) the number of Living Wage Employees of the Supplier and each Subcontractor who were paid a Living Wage pursuant to this Section 3.12 during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Supplier pursuant to this Section 3.12; and
 - (ii) the total incremental costs incurred by the Supplier, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this Section 3.12 to pay a Living Wage to the Living Wage Employees described in Section 3.12(e)(i).

ARTICLE 4 PREFERRED SUPPLIERS

4.1 Procurement of Supplies

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and

- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

ARTICLE 5 CONTRACT MANAGERS

5.1 City's Managers

- (a) The City hereby designates each of <[redacted]> and <[redacted]> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

- (a) The Supplier hereby designates each of <[redacted]> and <[redacted]> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

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

ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a duly organized, validly existing and in good standing under the laws of and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

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

if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;

- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (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.

6.3 Covenants Regarding Violations of Health and Safety Requirements

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

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
- (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
 - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

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

6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7 PERSONNEL

7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law

and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
 - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
 - (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
 - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8 REPORTING

8.1 Progress Reports

- (a) Periodic progress reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City, each within seven days after the last day of the month to which it relates.

8.2 Assistance regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

8.3 Other Reports - Intentionally Deleted

ARTICLE 9 PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is

removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.

- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the invoice date and the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (i) the total amounts payable under the invoice and details of any applicable taxes;
 - (ii) all supporting documentation relating to disbursements; and
 - (iii) such other information as the City may require from time to time.

- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

9.4 Currency of Payment

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

9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable

requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and

- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 Set Off

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

ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.1 Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

10.2 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.3 Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

10.4 Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

ARTICLE 11
LIABILITY AND INSURANCE

11.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
- (i) any:
- (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
 - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
 - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
 - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
 - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
 - (I) breach of the warranties of the Supplier contained herein,
- in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or

- (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
 - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f); and

- (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):
 - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity,

the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:

- (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
- (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.4 Insurance

- (a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, commercial general liability insurance with coverage of not less than \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) include non-owned auto liability coverage.
- (b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than \$5,000,000

per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.

- (c) All required insurance policies specified in Sections 11.4(a) and 11.4(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:
 - (i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
 - (ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
 - (iii) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.
- (d) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.
- (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Supply immediately upon request.

- (g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4.
- (h) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.

ARTICLE 12 FORCE MAJEURE; TERMINATION

12.1 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 30 days, the City may

terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as 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:
 - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

After giving at least 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.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$1,000, 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).

12.5 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.7 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

**ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING**

13.1 Assignment

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

13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14
INTELLECTUAL PROPERTY**

Intentionally Deleted.

ARTICLE 15 PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

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

15.2 No Promotion

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

15.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16 TAXES

16.1 Taxes for Own Accounts

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

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

ARTICLE 17 DISPUTE RESOLUTION

17.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18 MISCELLANEOUS

18.1 Time of the Essence

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

18.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this

Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

18.5 Amendments and Waiver

Subject to Section 3.9, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

- (i) if to the Supplier:

<Supplier Name>
<address>

Attention: <address>
Facsimile: <address>
Email: <address>

- (ii) if to the City:

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

Attention: <[redacted]>
 Facsimile: <[redacted]>

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
 - (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and

- (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

18.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

18.9 Severance

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

18.10 Counterparts

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

18.11 Independent Legal Advice

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.12 Electronic Execution

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

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

<SUPPLIER NAME>

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

SCHEDULE A -
SCOPE OF GOODS AND SERVICES

The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.

<u>ITEM</u>	<u>DESCRIPTION</u>
<☒ Name 1>	<☒ Description 1.>
<☒ Name 2>	<☒ Description 2.>
<☒ Name 3>	<☒ Description 3.>

**SCHEDULE B -
PRICES FOR SUPPLY**

The contents of this schedule should be comprehensive, detailed and tied to the descriptions of Supply in Schedule A.

<u>ITEM</u>	<u>PRICE/UNIT</u>
<☒ Name 1>	\$<☒> per <☒ [unit type]>
<☒ Name 2>	\$<☒> per <☒ [unit type]>
<☒ Name 3>	\$<☒> per <☒ [unit type]>
All obligations of the Supplier described in the Agreement and not specifically listed above in this table, or for which no separate price is given.	None. (The cost of the discharge of such Supplier obligations is included in the prices set forth above.)

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY**

List in as much detail as appropriate the personnel, equipment, facilities, services and information to be provided by the City.>

SAMPLE

SCHEDULE D - SPECIFIC DELIVERABLES

If the Supply is aimed at the achievement of certain specific, measurable outcomes, which the Supplier is to achieve, those are to be described here. If not, write "None" here.

SAMPLE

**SCHEDULE E -
TIME SCHEDULE FOR SUPPLY**

To describe the time for the completion of the Supply and any applicable milestones to be achieved by particular dates prior to the completion of the Supply.

SAMPLE

**SCHEDULE F -
PREFERRED SUPPLIERS**

Include details if applicable. If not, write "None."

SAMPLE

**SCHEDULE G -
PROJECT BUDGET**

Include if applicable. Otherwise, write "None."

SAMPLE

SCHEDULE H - CITY POLICIES

1. The City's Supplier Code of Conduct referred to on page <☞> of the <RFP>.

List other internal policies or standards, which are applicable, and any other standards or other requirements with which the Supplier must comply.

These policies may include any design review procedures or other consultation or administrative procedure(s) required to be followed by the Supplier, the text of which may be set forth here.>

SCHEDULE I -
KEY PROJECT PERSONNEL

To be included if applicable.

SAMPLE

SCHEDULE J -
SITE

Insert details or maps concerning Site, or write "[Deliberately left blank.]" if inapplicable.

SAMPLE