

File No. 04-1000-20-2016-456

February 17, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of December 2, 2016 for:

The following documents referred to in the contract between City of Vancouver and Donald Luxton and Associates titled "City of Vancouver Heritage Action Plan":

- 1. Section 2.1 (a) RFP;**
- 2. Section 2.1 (b) Proposal submitted by the Consultant.**

All responsive records are attached. Some information in the records has been severed (blacked out) under s.21(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-456); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to be 'B. Van Fraassen', with a stylized, wavy line extending from the end.

Barbara J. Van Fraassen, BA
Director, Access to Information
City Clerk's Department, City of Vancouver

Encl.

:kt

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
PART C - PROPOSAL FORM

PROPOSAL FORM
RFP No. PS20140449 - HERITAGE ACTION PLAN (the "RFP")

Proponent's Name: Donald Luxton + Associates Inc.
"Proponent"

Address: #1030 - 470 Granville Street, Vancouver, B.C.
V6C-1V5

Jurisdiction of Legal Organization: Vancouver, B.C.

Date of Legal Organization: December 11, 2006

Key Contact Person: Donald Luxton


Telephone: 604-688-1216 Fax: 604-683-7494

E-mail: donald@donaldluxton.com

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:


Signature of Authorized Signatory for the Proponent

JUNE 25 / 2014
Date

DONALD LUXTON, President
Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1.0 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

- 1.1 These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2.0 DEFINITIONS

- 2.1 In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain PART C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20140449 - HERITAGE ACTION PLAN, as amended from time to time and including all addenda.

3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY

- 3.1 Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4.0 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

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5.0 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.6 Acceptance or Rejection of Proposals

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

6.0 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal;

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addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7.0 DISPUTE RESOLUTION

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

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

8.0 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

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8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (c) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (d) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10.0 NO PROMOTION OF RELATIONSHIP

- 10.1 The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11.0 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

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AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:



Signature of Authorized Signatory for the Proponent

JUNE 25 / 2014

Date

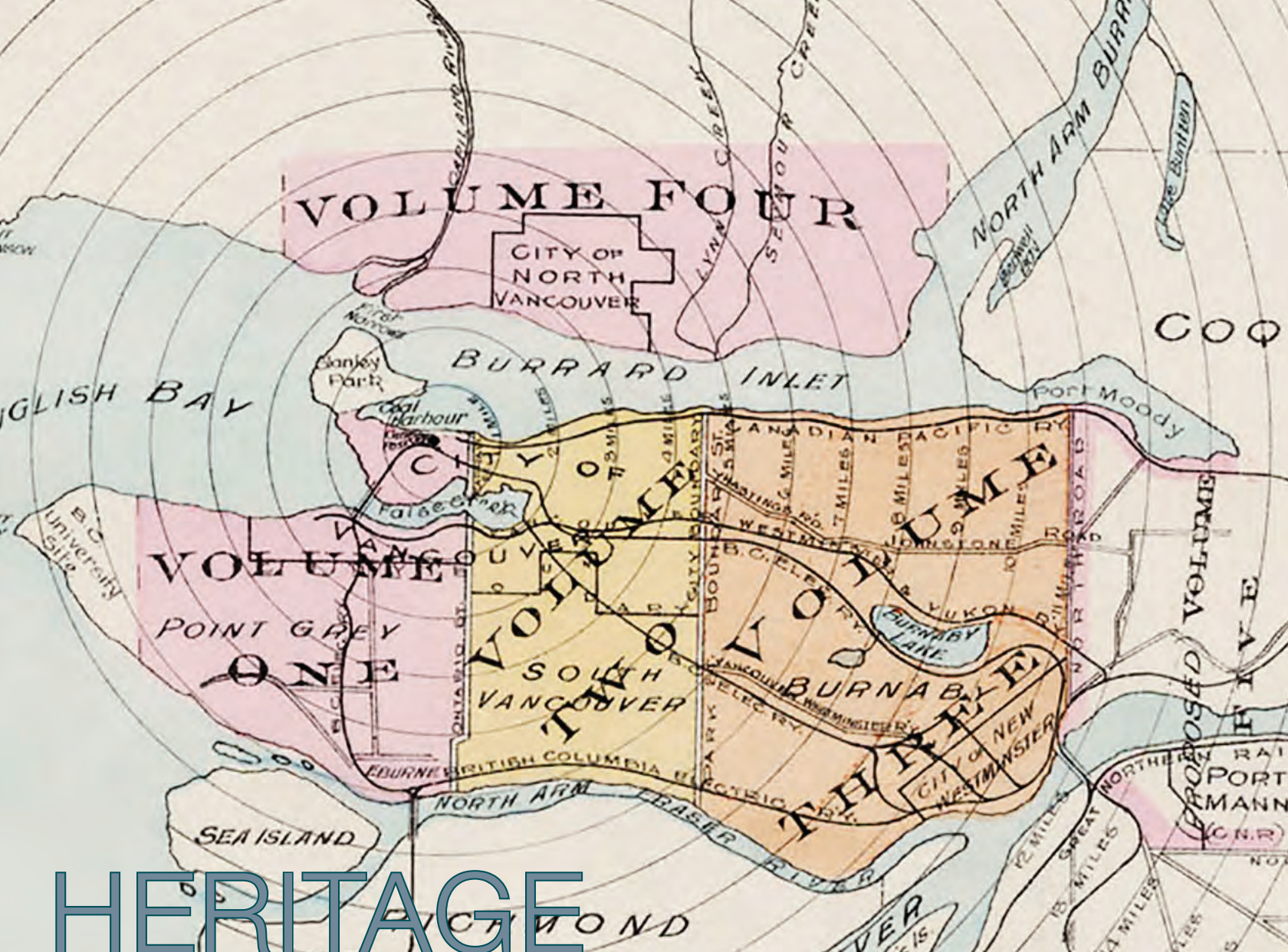
DONALD W. LINTON, principal.

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title



HERITAGE ACTION PLAN

PROPOSAL

RFP NUMBER: 20140449

JUNE 26, 2014

PROPONENT:
DONALD LUXTON & ASSOCIATES INC.
1030 - 470 GRANVILLE STREET
VANCOUVER, BC V6C 1V5

T: 604 688 1216
www.donaldluxton.com

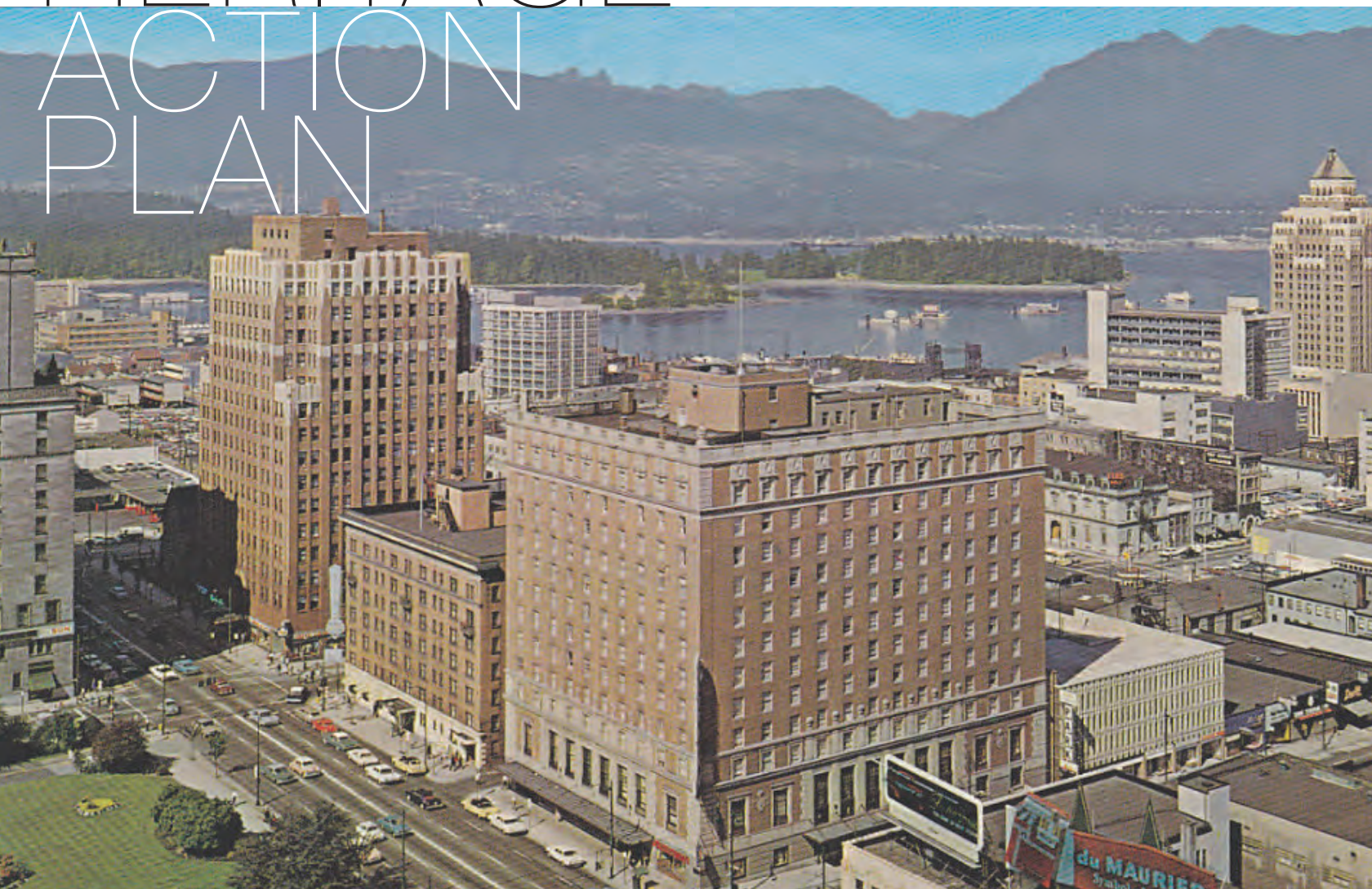
DONALD LUXTON
AND ASSOCIATES INC



A PROPOSAL SUBMISSION BY DONALD LUXTON & ASSOCIATES INC.
IN COLLABORATION WITH:

- CITYSPACES
- CORIOLIS CONSULTING CORP.
- YOUNG ANDERSON BARRISTERS & SOLICITORS
- GHL CONSULTANTS LTD.
- DUNSTER & ASSOCIATES ENVIRONMENTAL CONSULTANTS LTD.
- DR. ANGELA PICCINI
- DR. HAROLD KALMAN

HERITAGE ACTION PLAN





CITY OF VANCOUVER HERITAGE ACTION PLAN

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EXECUTIVE SUMMARY

Thank you for the opportunity to submit a proposal for this landmark **Heritage Action Plan** project. Vancouver's heritage program was formally established in anticipation of the City's Centennial. The Vancouver Heritage Resource Inventory was undertaken in two phases from 1983-86, and recognized that a significant heritage legacy had accumulated that represented the broad sweep of Vancouver's settlement, growth and development. Heritage resource management was recognized as a legitimate function of city planning. Since that time, there have been dramatic changes in Vancouver, in terms of its architecture, population demographics and global presence. Since 1986, the City has continued to increase its commitment to the Heritage Program, which has developed to include a wide range of management tools and conservation incentives. Global heritage management practices have also evolved and broadened to include a more comprehensive appreciation of diverse heritage values, the contributions of different communities, and the significance of a broad category of non-traditional historic resources. In addition, subsequent studies have identified further value in specific resource categories such as heritage interiors, post-1940s sites, heritage areas and historic infrastructure, and most recently schools. The City of Vancouver has stayed in the forefront of this evolving situation and is now poised to review and upgrade its heritage conservation program to reflect this rapidly changing context. Despite these advances, the fundamental structure of the City's Heritage Program has not been comprehensively re-examined or strategically revised since 1986.

The **Heritage Action Plan** project represents a timely and important initiative that will review, assess, revise, and improve Vancouver's heritage program to encourage more active participation from the public, and raise public awareness and investment in heritage conservation. As such, the focus of the project is to strategically assess the individual components that contribute to the Heritage Program, including the larger planning context of zoning, regulations and policies that enable the City's heritage conservation initiatives.

The framework for this project is based on **strategic decision-making**, which will lead to the successful completion of Phases I (Heritage Conservation Program), II (Vancouver Heritage Register Update), and III (Zoning Review):

1. Establish a Vision for the Heritage Conservation Program
2. Define the Problem
3. Specify the Objectives and Measures
4. Create Imaginative Alternatives
5. Identify the Consequences
6. Clarify the Trade-offs
7. Prepare a Package of Recommended Policy Actions

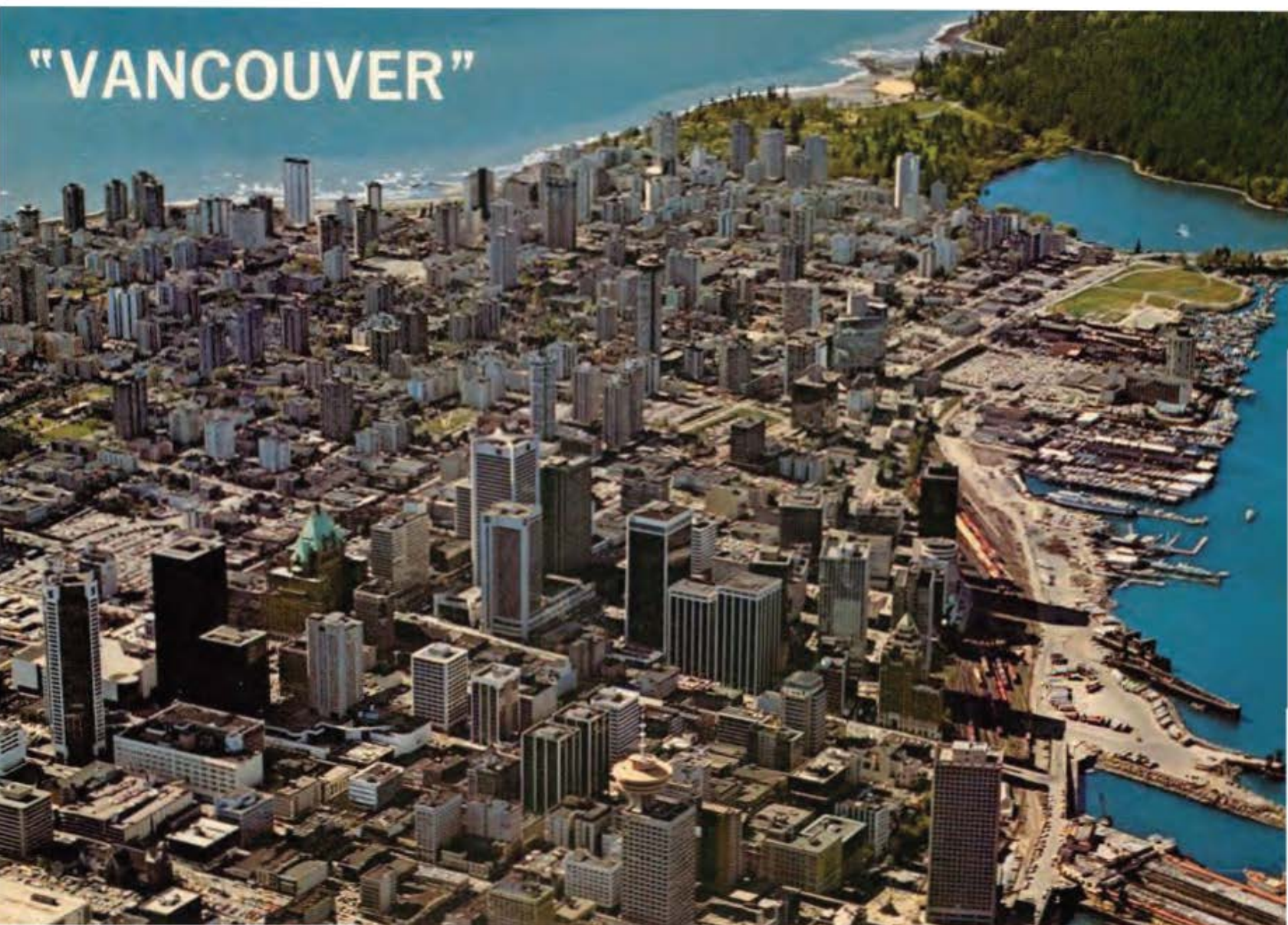
This strategic planning process will lead to consistent and integrated recommendations to revise the City's heritage planning framework that will be based on a clearly-articulated **Vision, Goals, Strategies** and prioritized **Actions**. This will provide an effectively-revised, values-based policy framework, an enhanced information base, and a consistent framework for future decision-making.

Our dynamic and uniquely qualified team will provide a comprehensive Heritage Action Plan, which will address all the tasks identified in the project RFP. Throughout the process, a number of actions and deliverables will ensure the most effective outcome. These include:

- The use of a creative and innovative approach to public consultation and community engagement;
- The use of targeted workshops and focus sessions throughout the process, with identified stakeholders and City Staff;
- The establishment of a concise summary report for **Phase I: Heritage Conservation Program**, divided into two parts, condensing the information gathered through the review process;
- A report for **Phase II: Vancouver Heritage Register Update**, which will include: a City-wide Heritage Context Statement and a Set of Themes; a revised or amended Evaluation Methodology for potential additions to the Vancouver Heritage Register; and a list of possible additions to the Vancouver Heritage Register, collected through innovative public consultation and community engagement, as well as the inclusion of sites that reflect the continual aging of the City and a broader view of heritage value. As a **value-added** service, we will also **provide research profiles for all sites our team recommends for addition to the Vancouver Heritage Register**, as well as **Statements of Significance for fifteen (15) prioritized sites**, based on our thorough understanding of the history of Vancouver and its current context. The report will also include a strategy for the periodic updating and maintenance of the Vancouver Heritage Register.
- Finally, a report will be produced for **Phase III: Zoning Review**, which will provide analysis of the concentration of heritage sites and pre-1940s buildings in RS areas; a set of recommendations for any changes or amendments to select RS/RT/RM District Schedules and any related guidelines; and a set of recommendations for any changes or amendments to the First Shaughnessy ODP and any related guidelines. As a **value-added** service, **we will also provide research profiles for all pre-1940 buildings in First Shaughnessy as well as a Statement of Significance for First Shaughnessy**.

Donald Luxton, a highly-qualified heritage professional with over thirty years of directly-relevant experience, will act as Team Leader and Project Manager for all phases of the project. **Donald Luxton & Associates Inc.** and its subconsultants, consisting of **CitySpaces**, **Coriolis Consulting Corp.**, and **Young Anderson Barristers & Solicitors**, as well as **GHL Consultants Ltd.** (Building Codes and Fire Science), **Dunster & Associates Environmental Consultants Ltd.**, **Dr. Angela Piccini** and Heritage Planner **Dr. Harold Kalman**, are joining together for the purposes of this project in order to offer the most qualified and dynamic team to meet the goals and objectives of the Heritage Action Plan. This team provides the best possible blend of local knowledge, specific expertise and long-term experience that will guarantee the success of this important project.

"VANCOUVER"



TECHNICAL PROPOSAL



APPROACH

In order to develop a successful, sustainable and functional Heritage Action Plan, it is essential to adopt an integrated approach that will:

- **comprehensively review the existing situation;**
- **understand the gaps in practice and policy; and**
- **propose integrated and comprehensive solutions to improve the City's Heritage Program.**

The following sequence is proposed for the work plan, which effectively addresses both the expected flow of information, and the scale and nature of the work involved. The following Methodology will be used to ensure the success of the project:

PHASE 1

HERITAGE CONSERVATION PROGRAM REVIEW

This phase will examine the current effectiveness of the City of Vancouver's Heritage Conservation Program. Our team will review and analyze what is working within the current system and identify where improvements can be made. Through this review, we will recommend strategic amendments, which address the specific Action Items (#2, #3, #9) defined in the *Heritage Action Plan Report* (HAPL).

PHASE 1: ENGAGEMENT + COMMUNICATION STRATEGY

As one of our first tasks, we will affirm our engagement and communications strategy with the City, developing a road map forward for the rest of the project. For Phase I, we anticipate that engagement will be focused on the identification of issues/challenges related to heritage retention and opportunities for positive change, as well as streamlining options for the City's approval processes. To that end, we see value in convening two workshops in Phase I with key City staff, members of the Advisory Panel, and representatives from the development industry, in order to gain insight from their respective institutional memories.

Throughout this Phase in the process, our team will actively be involved with the City to establish a positive online presence for the project. Specifically, we will combine the use of innovative online interaction tools (see below), and social media messaging (including a #hashtag) to raise awareness of the project, publicly build a project 'brand', as well as highlight positive outcomes. In Phase I, effort will be given to working with the City to identify existing background material, reports and process information suitable for sharing online that can contribute to a better public understanding of the Heritage Action Plan project.

Given the City's interest in undertaking resourceful and efficient public engagement, we have identified for consideration some proven online tools that can facilitate wider public involvement. These platforms can accommodate crowdsourcing or broad community input, online discussions and gauging support through surveys. We will discuss these options with the City, in order to jointly vet their positives and limitations (including costs) and build shared support for the appropriate platform. Such platforms will be useful in launching the public dialogue on heritage issues and opportunities in the City.

Online options:

- **CoMap:** A CitySpaces designed platform that acts as the link between collective mapping tools and our clients. CoMap utilizes expertise in built environment research and urban design/planning practice to create custom engagement services for our projects. Used to crowdsource input geo-related to a map of the subject area, CoMap successfully fosters public discussion and input with the benefit of participants being able to see, locate and share each other's ideas. This will be of value to the project in Phase II as it could facilitate the identification of possible sites/buildings of heritage interest. The platform can also facilitate the implementation of public surveys. (<http://www.comap.co/p/home.html>)
- **PlaceSpeak:** A location-based platform for the sharing of community input, process information and the rating of options as well as other participant's comments. This option also facilitates the geo-referencing of comments to specific locations and serves as the launching point for online surveys. (<https://www.placespeak.com>)



- **All our Ideas:** A crowdsourcing platform that seeks public response to questions, which in turn creates a wiki survey, through which participants can rate existing ideas or add new thoughts, with the most popular ideas bubbling to the top. This could be valuable either as a stakeholder-only tool in Phase 1 or as a mean of gaining public insight at a high level regarding current heritage issues. (<http://www.allourideas.org>)
- **Dialogue App:** A platform that allows people to share, rate and discuss ideas generated by the project team or the participants themselves. Similarly, this app could facilitate public-wide awareness and interest about heritage issues in the City. (<http://dialogue-app.com/info/>)

Note: The above list is not exhaustive, but representative of possible online options, of which some can be combined within the greater City website to form a multi-functional/flexible public engagement effort).

In a parallel effort of creating public and media interest in the project, we also propose setting up an “Owlized” viewing platform in key and visible locations in the City. OWL™ is a virtual reality device that enables participants to look back in time to see the history of a place or building. Fashioned after a standard tourist viewing station, participants looking through the OWL™ and its moving head begin to see and understand the sense of place that used to exist in the City. As well, the OWL™ device can provide background and process information and can record participant input and comments. More importantly, we anticipate that such new technology, while used effectively in the United States, but limited thus far in Canada, would spark public excitement and in doing so, heighten interest in the Heritage Action Plan process.

At the end of Phase I, our team will summarize the often repeated messages received through the early online engagement efforts.

SUBPHASE 1.1

1

STRATEGIC PLAN AND BEST PRACTICES

This task will involve the identification of an overall strategic Vision for the Heritage Action Plan, which will guide all future stages of work. Strategic planning is essential to the development of a comprehensive and integrated Heritage Action Plan and it is critical that such planning begins at the start of the project and continues through to project completion.

The strategic planning for the project will follow the decision-making steps identified below. Phase I, Task 1 will involve the establishment of a Vision for the Heritage Conservation Program, that will inform later Tasks and Phases in order to ensure a consistent and comprehensive approach that results in an integrated set of final recommendations.

1. **Establish a Vision for the Heritage Conservation Program:** Through a consultative and iterative process, define the overarching Vision through consultation with Staff, the Advisory Panel and stakeholders.
2. **Define the Problem:** Describe the context, recognize barriers, define the scope of issues and identify key stakeholders. Define clearly what is working and what isn't, and determine gaps in policies, programs and the information base.
3. **Specify the Objectives and Measures:** Outline priorities for policy development and targeted outcomes (quantitative or qualitative measures or indicators), and clarify objectives in consultation with City Staff and the Advisory Panel.
4. **Create Imaginative Alternatives:** Explore the City's levers to influence change through policies, programs and regulations; including regulatory changes, improved incentives and partnerships.



5. **Identify the Consequences:** Evaluate the alternatives using criteria that are based on the objectives/indicators.
6. **Clarify the Trade-offs:** Identify criteria to determine which outcomes can be traded-off and which ones are mandatory.
7. **Prepare a Package of Recommended Policy Actions:** Develop alternatives that balance the various objectives through trade-off analysis; select the recommended package based on evaluation and advisory feedback.

This strategic planning process will lead to consistent and integrated recommendations to revise the City's heritage planning framework that will be based on a clearly-articulated Vision, Goals, Strategies and prioritized Actions. This will provide an effectively-revised, values-based policy framework, an enhanced information base, and a consistent framework for future decision-making.

We will also begin the background research process for the Heritage Action Plan by looking at 'best practices' across other jurisdictions and their applicability and appropriateness within the Vancouver context. This will include a review of relevant municipal models from across Canada as well as other models that can provide instructive lessons regarding good management practices. As Donald Luxton has worked on municipal management projects throughout Western Canada and the Yukon for over thirty years, he is very familiar with many of the significant and relevant municipal models, and is also thoroughly conversant with municipal policies, practices and enabling legislation. He has also undertaken city-wide heritage policy reviews and heritage management plans for several major Canadian cities including Victoria, Edmonton, Saskatoon and Winnipeg.

Team Leads: Donald Luxton & Associates Inc.; Dr. Harold Kalman

2

PROCESSING TIMES

This task will involve the identification of areas where permit processing times can be improved or expedited where heritage retention is included as part of the project. We will also recommend ways in which these changes will be made, implemented, and maintained.

Team Leads: Donald Luxton & Associates Inc.; GHIL Consultants Ltd.

3

PERMIT REQUIREMENTS

This task will involve the analysis of current permit requirements and the identification of processes where permit requirements are a disincentive to retention. We will also recommend ways in which changes can be made in order to improve retention.

Team Leads: Donald Luxton & Associates Inc.; GHIL Consultants Ltd.

4

ZONING & DEVELOPMENT BY-LAW

CitySpaces and Young Anderson will work together to review the City's Zoning and Development By-law, with a focus on identifying unintended obstacles that may challenge the retention of single-family heritage homes. We anticipate that City Staff will be actively involved this Task, noting the likelihood that Staff have already identified a number of issue areas with the By-law. Based upon those directions, we will provide a high-level assessment of the interpretation (and ensuing implications) stemming from the City's enabling legislation; examine the administrative, as well related general and development-specific regulations; speak to implications to property values; and identify impacts to/from City processes and other by-laws (including the Building By-law). The outcome will be a series of regulatory recommendations.

Team Leads: CitySpaces; Young Anderson



5. **HERITAGE POLICIES AND GUIDELINES AND TRANSFER OF DENSITY PROGRAM**

This task will involve the review of the Heritage Policies and Guidelines as well as the Transfer of Density Policy and Procedure in order to look for improvements and expanded provisions. We will also recommend changes and amendments, which will update these important policies.

Team Leads: Donald Luxton & Associates Inc.; Coriolis Consulting Corp.; Dr. Harold Kalman

6. **DEVELOPMENT AND BUILDING PERMIT FEE SCHEDULES**

This task will involve the review of Development Permit Fee Schedules (contained in the Zoning and Development By-law) as well as Building Permit Fees in order to look for opportunities to adjust fees for heritage buildings, which may provide an incentive for retention and/or a disincentive for demolition.

Team Leads: Donald Luxton & Associates Inc.; Coriolis Consulting Corp.

7. **HERITAGE INCENTIVE PROGRAM**

This task will involve the evaluation of the current Heritage Incentive Program with respect to simplifying processes and requirements, as well as whether greater levels of incentives can be offered. We will recommend changes and amendments to the Incentive Program in order to improve retention, efficiency, and process clarity.

Team Leads: Donald Luxton & Associates Inc.; Coriolis Consulting Corp.; Dr. Harold Kalman

8. **VANCOUVER BUILDING BY-LAW**

This task will involve the identification of the requirements of the current Vancouver Building By-law (VBBL) that create systemic 'roadblocks' and disincentives for heritage retention. We will recommend changes to the current system, review any proposed changes being considered,

and focus on the recommendations that will have the greatest positive impact on heritage retention.

Team Lead: GHL Consultants Ltd.

9. **SECTION 9 OF SUBDIVISION BY-LAW**

CitySpaces and Young Anderson will work together to review the City's Subdivision By-law, with a focus on identifying unintended obstacles that may challenge the retention of single-family heritage homes. We anticipate that City Staff will be actively involved in this Task, noting the likelihood that Staff have already identified a number of issue areas with the By-law. Based upon those directions, we will provide a high-level assessment of the interpretation (and ensuing implications) stemming from the City's enabling legislation; examine the administrative, as well related general and development-specific regulations; speak to implications to property values; and identify impacts to/from City processes and other by-laws (including the Building By-law). The outcome will be a series of regulatory recommendations.

Team Leads: CitySpaces; Young Anderson

10. **HERITAGE DESIGNATIONS AND HRAs**

This task will involve the examination of the City's processes for Heritage Designation and HRA approvals, within or outside of Rezoning applications (CD-1s) in concert with the provisions in the Vancouver Charter in order to look for ways to streamline requirements and processes and increase the retention of heritage sites.

Team Leads: Donald Luxton & Associates Inc.; Young Anderson; Dr. Harold Kalman

11. **HERITAGE PROCESSES DOWNTOWN/DTEs**

This task will involve the Administrative and Regulatory provisions of the Downtown District and Downtown Eastside Oppenheimer District Official Development Plans (DD ODP and DEOD



ODP) in order to streamline heritage processes to align them with current practice or with recommended amendments. We will recommend changes, if appropriate, in order to improve the provisions.

Team Leads: *Donald Luxton & Associates Inc.; CitySpaces*

SUBPHASE 1.2

1 | HERITAGE BUILDING REVITALIZATION PROGRAM OUTSIDE DTES

Subphase 1.2 will involve the review of the Heritage Building Revitalization Program (HBRP) as to its applicability in other areas of the City. This study will concentrate on the tax incentive provisions as well as the analysis of the current incentive approach. We will look at the potential expandability of property tax benefit provisions for other areas of the City; the viability of a limited grant system; the potential for banking heritage density in a limited City-wide context; and the identification of any key areas for possible changes to the Vancouver Charter for future programs.

Team Leads: *Donald Luxton & Associates Inc.; CitySpaces; Coriolis Consulting Corp.; Young Anderson; Dr. Harold Kalman*

PHASE 2

VANCOUVER HERITAGE REGISTER UPDATE

PHASE II: ENGAGEMENT + COMMUNICATION STRATEGY

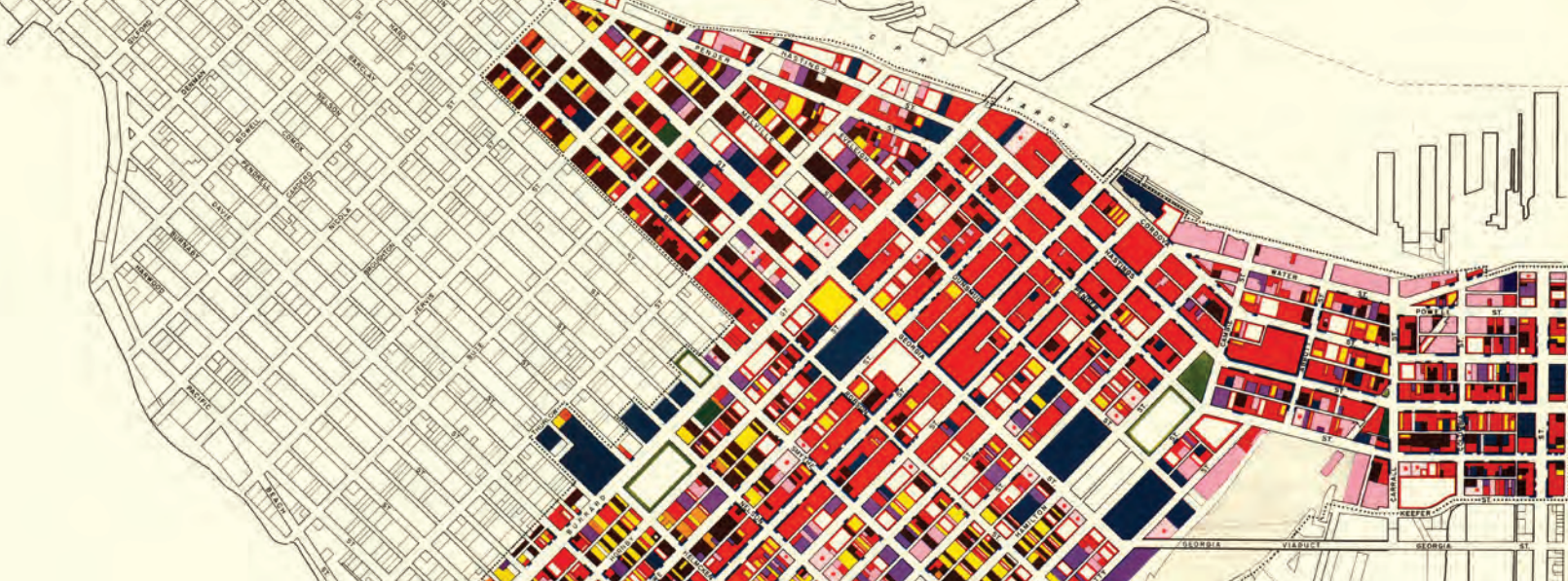
Early in Phase II, and to augment the background and process material already present on the project's online platform, our team will develop educational material to enhance the public's understanding of the Vancouver Heritage Register, identify best practices, and manage process expectations. In doing so, the education material will facilitate a more informed stakeholder and public online conversation.

We anticipate undertaking up to three facilitated stakeholder workshops to discuss the strategy for updating the Vancouver Heritage Register. These workshop sessions could include, but not be limited to, participants from the City and its Advisory Panel, including representatives from the Vancouver Heritage Commission, Vancouver Heritage Foundation, CHAPC, GHAPC, the development industry and potentially specific neighbourhood associations. Our team will discuss with the City possible stakeholder representation early in Phase II to confirm the list of participants.

1 | HISTORIC CONTEXT STATEMENT/ SET OF THEMES

During this task, we will develop the draft Historic Context Statement and Set of Themes for Vancouver. The Historic Context Statement will help to:

- Describe the historical evolution of the City;
- Identify the most important factors, events, and people that shaped Vancouver into the dynamic metropolis it is today; and
- Establish what sociocultural, economic, spiritual, and aesthetic qualities are inherent to Vancouver.



Through the list of draft Themes already identified by the City ((i) Environment and Ecology; (ii) First Nations / Aboriginal / Immigration / Settlement; (iii) Social and Community Development; (iv) Economic Development; (v) Cultural Development; (vi) Urban Form and Character; and (vii) Transportation / Infrastructure) and through the process of developing the Historic Context Statement itself, we will produce a comprehensive and integrated **Set of Themes** specific to the City. The draft will be one report, which will describe overall city values, along with specific historical, social, economic, political and other themes of settlement and development. This Task will take into account the heritage context work already undertaken in several key pieces of work – Remaking Vancouver, Vancouver Schools: Establishing their Heritage Value, National Historic Site designations of Gastown and Chinatown, and several neighbourhoods/ areas, including: Mount Pleasant, Japantown, the Eastern Core, Marpole, the West End and Grandview-Woodland.

Team Leads: Donald Luxton & Associates Inc.;
Dr. Angela Piccini

in 1986. Increasingly, heritage evaluations have moved away from additive criteria and towards a more explicitly values-based assessment. Although Vancouver's system has proven to be a useful evaluative tool, it is also recognized as having limitations. The current additive methodology places significant emphasis on architectural value (built form) and does not allow, save for two categorical exceptions, for one category of outstanding value to succeed in successfully nominating a site to the Heritage Register. This infers that no one criteria is in and of itself sufficient to allow Register inclusion, which is at odds with evaluation systems with self-sufficient criteria now commonly used worldwide (as examples, US National Register, Australian National Register, etc.). In addition, this system does not allow for the integration of intangible value or the nomination of a resource based on local cultural or community values. There is no specific integration between the categories of the evaluation system and values as expressed in Statements of Significance. A shift in evaluation methodology, toward, for example, a narrative values-based system, as opposed to an additive numerical system, could place the importance of a site in its environmental context and would take into account contemporary needs and concerns of our local population. The integrity criteria could similarly be calibrated as a Statement of Integrity, based on examples from other jurisdictions.

The challenge of this task will be to revise the evaluative framework to reflect best practice, while acknowledging the current strong framework that holds the existing Register in place. The team members assigned to this task have been involved for several decades in these discussions, and recognize the limitations, and also the strengths, of the current situation. The intent is not to dismantle the current system as much as calibrate it to address the global shift

2

HERITAGE REGISTER EVALUATION METHODOLOGY

Currently, the City of Vancouver utilizes a numerical evaluation system to assess potential heritage resources for inclusion on the Heritage Register, which is used in tandem with the preparation of Statements of Significance. Based on a modified version of the system developed by **Dr. Harold Kalman**, as first proposed in "The Evaluation of Historic Buildings" prepared for Parks Canada in 1979, the City of Vancouver heritage evaluation methodology has been the basis for heritage assessment since Phase II of the Vancouver Heritage Inventory was completed



in heritage planning and conservation best practices towards more explicit values-based assessments. **Donald Luxton** was involved in the formation of the original Vancouver Heritage Register evaluation framework in 1985-86, and has subsequent extensive experience in the establishment of Heritage Register evaluation systems (including work for the Yukon Heritage Resources Board, the City of Victoria during the Heritage Register Upgrade, and in a number of Alberta communities). **Dr. Harold Kalman**, creator of the original evaluation methodology that has shaped heritage evaluation across Canada, will work alongside Donald Luxton and the Donald Luxton & Associates team, to revise and improve the Vancouver Evaluation Methodology to reflect an updated, strongly values-based approach.

Team Leads: *Donald Luxton; Donald Luxton & Associates Inc.; Dr. Harold Kalman*

WEBSITE

CitySpaces will actively be involved with the City in the maintenance of a positive online presence for the project. Specifically, we will combine the use of the City's website, innovative online interaction tools, and social media messaging to raise awareness of the project, publicly build a project 'brand', as well as highlight positive outcomes. During Phase II, we will use this online platform to engage the public in the nomination of heritage sites. See the **Engagement + Communication Strategy** for both Phases I and II (pages 6-7 and 10, respectively) for more information on engagement and potential online tools. The online nomination process will require nominators to identify the heritage value of the site they are putting forward, in order to avoid lists of addresses without justification or context. People will also be able to post photos of sites.

Team Lead: *CitySpaces*

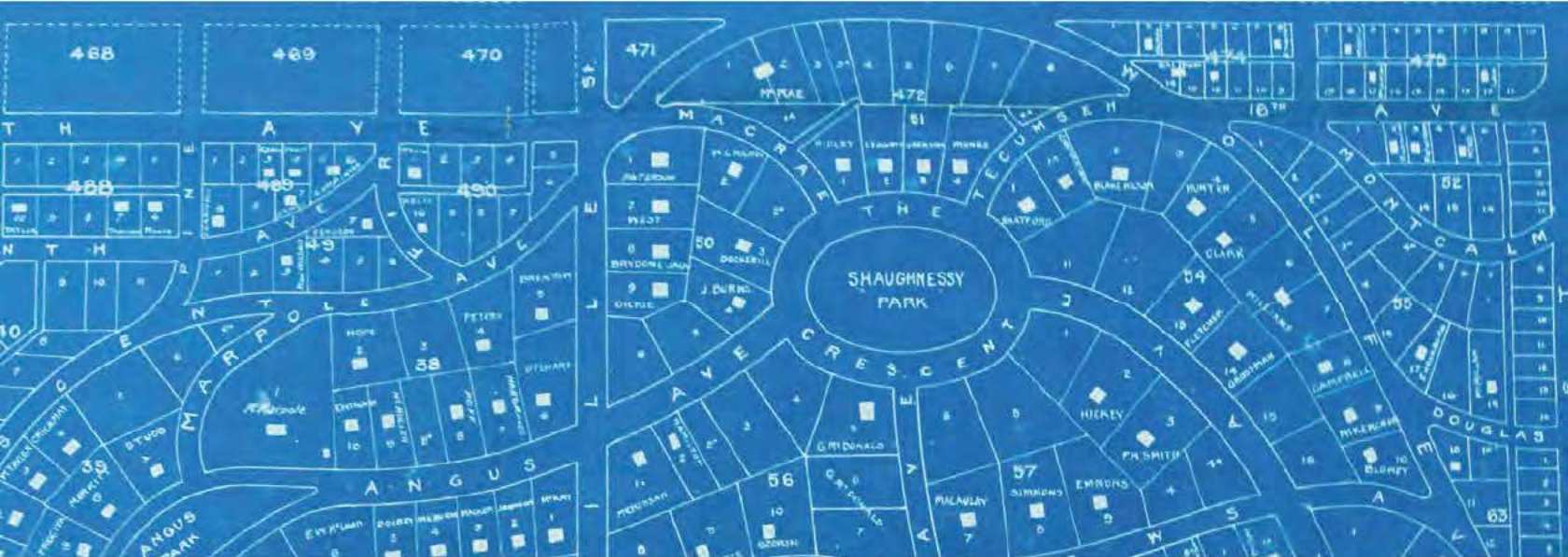
4

LIST OF RECOMMENDED SITES

Since 1986, a number of significant studies have identified potential heritage resources, which can be reviewed to provide an information base of potential recommended heritage sites, including:

- Sites removed from the Heritage Register as "Isolated Cs" that may demonstrate sufficient heritage value to be reconsidered;
- Sites recommended in the Heritage Interiors Inventory (1996);
- Postwar buildings identified as Recent Landmarks but not yet included on the Register;
- Schools recommended for Register inclusion in Vancouver Schools: Establishing their Heritage Value (2008);
- Potential sites recommended through recent planning studies (Mount Pleasant, Japantown, the Eastern Core, Marpole, the West End and Grandview-Woodland); and
- Sites recommended through Heritage Vancouver position papers (e.g. 800-1200 blocks of Granville Street).

The online engagement platform, as well as other forms of site nomination, will allow people to nominate sites for potential addition to the Vancouver Heritage Register. It is anticipated that a number of sites will be brought forward for consideration through this process. We will then research, review and assess the sites in order to provide a curated list of recommended additions to the Vancouver Heritage Register. Consideration will also be given to broadening the type and nature of sites included on the Register, including examples of resources currently under-represented such as cultural landscapes, landscape features, First Nations sites, industrial sites, etc. As part of the initial strategic planning process, the Vision for the Register revisions will be discussed in order to



limit the scope of what will be recommended for inclusion, as it is clearly understood that Staff time to deal with an expanded Heritage Register will be limited.

As a value-added service, we propose to *provide research profiles for all sites our team recommends for addition to the Vancouver Heritage Register*. Research profiles will include, when available:

- dates of construction
- original ownership
- architectural attribution

In addition, we will *provide Statements of Significance for fifteen (15) prioritized sites*, based on our thorough understanding of the history of Vancouver and its current context.

Team Leads: Donald Luxton & Associates Inc.; CitySpaces; Dr. Angela Piccini; Dr. Julian Dunster

5 | STRATEGY TO UPDATE REGISTER

Based on all the information collected throughout Phases I and II, we will develop a comprehensive, integrated, and functional set of recommendations forming a strategy for the City of Vancouver to routinely update the Vancouver Heritage Register.

Team Leads: Donald Luxton & Associates Inc.; Dr. Harold Kalman

PHASE 3

ZONING REVIEW/FIRST SHAUGHNESSY

SUBPHASE 3.1 [ZONING]

1 |

CONCENTRATION OF REGISTER SITES

This task will involve the assessment of the concentrations of pre-1940s houses with respect to RS zones throughout the City. *The results will be presented graphically.*

Team Leads: Donald Luxton & Associates Inc.

2 |

ZONING GUIDELINES (RS/RT/RM)

CitySpaces and Young Anderson will assess the RT-3, RT-6, RT-7/8 and RT-10 Zones, noting their regulatory and guideline directions that favour character, building and landscape retention, in order to identify appropriate recommendations for the RS Zones. Equally, we will assess the implications of the possible RS Zone recommendations upon the City's newer RT-9, RT-10, RT-11, RM-1 and RM-7 Zones, with possible regulatory changes identified for the City's consideration.

Team Leads: Donald Luxton & Associates Inc.; CitySpaces; Young Anderson

SUBPHASE 3.2 [FIRST SHAUGHNESSY]

PHASE 3 SUBPHASE 3.2: ENGAGEMENT + COMMUNICATION STRATEGY

Key to this assessment of the First Shaughnessy Official Development Plan (FSODP) will be establishing a shared understanding of the review with the public, and especially the First



Shaughnessy neighbourhood. It will be essential to develop informative and educational resource material, be it online and/or in-print materials, that set out the project process as well as the results from the heritage sites, regulatory and policy reviews.

In addition, two facilitated workshops will be hosted to share the outcomes from the assessment of the FSODP and the potential implications of utilizing the Heritage Conservation Area (HCA) tool. As in earlier workshops, representatives from the City and its Advisory Panel, as well as other key stakeholders, will be joined by representatives from the neighbourhood. It is anticipated that at least one of the workshops will be hosted in the First Shaughnessy neighbourhood, potentially incorporating a walking tour to help visualize some of the possible regulatory and policy implications. Discussions with City Staff about representation at the workshops will be sought early in Phase III to ensure we have broad and appropriate participation.

Our team will summarize the key messages and comments received through the stakeholder engagement efforts and provide the input to further inform the City's subsequent updating of the ODP policy and guidelines.

SWOT ANALYSIS

1 This Task will involve the development of a SWOT analysis of the First Shaughnessy Official Development Plan. Given that a comprehensive review of the ODP has not taken place since 1982, the SWOT analysis and the results stemming from our regulatory assessments in Phases I + III will build the basis for the City's subsequent amendment of the ODP and its guidelines. Donald Luxton has worked on numerous heritage conservation area projects, and is thoroughly familiar with

the legislation, guidelines and administration that can be used to steward heritage context for concentrations of historic resources.

Team Leads: Donald Luxton & Associates Inc.; CitySpaces

HERITAGE CONSERVATION AREA

2 Key to the SWOT analysis conducted in Task 1 will be the review of the Heritage Conservation Area (HCA) tool. A proven approach used by many other municipalities, HCAs can identify, protect or manage development appropriately in identified historic areas, such as First Shaughnessy. More importantly, the HCA may even replace the FSODP. Given that, an assessment of the merits of such a tool in the Vancouver regulatory and policy context, compared to examples of implementation from other jurisdictions, will be valuable toward determining the City's best course of action with regards to the FSODP.

Team Leads: Donald Luxton & Associates Inc.; CitySpaces

FIRST SHAUGHNESSY DISTRICT ODP

3 When the Phase II Vancouver Heritage Inventory was conducted, there was almost a complete lack of available research on First Shaughnessy, due to the scarcity of existing Point Grey records and, at the time, incomplete documentation. This lack of definitive research resulted in many First Shaughnessy buildings not being included on the Register. Overtime, the lack of Shaughnessy representation on the Register has led to confusion on what is significant, often until well after permit applications have been made. Enhanced research tools are now available that make it possible to untangle the history of individual sites in Shaughnessy, and provide a much more comprehensive information base that will help to define heritage value.



These tools include:

- A transcription of Point Grey Building permits from 1912-1921;
- Additional Point Grey municipal records that provide information on specific sites including CPR Approvals Books and maps of Shaughnessy ownership;
- Architectural research undertaken by Donald Luxton as part of *Building the West: The Early Architects of British Columbia*, including transcriptions of AIBC membership files;
- Architectural records now online and searchable through the City of Vancouver Archives, University of Victoria Special Collections and the Canadian Architectural Archives;
- Newly-available digital and online resources such as searchable copies of the *Daily Building Record* and *Contract Record*, which provide comprehensive information and attributions; city directories; Vital Events; and many other biographical resources.

Given that this research material is now readily available, as **value-added** service of this phase, ***we will provide an enhanced information base that will contribute significantly to the effectiveness of the initiatives to promote heritage conservation in First Shaughnessy.*** This will include a definitive identification of all pre-1940 buildings in First Shaughnessy, and a research profile for each of these sites that will include:

- **dates of construction**
- **original ownership**
- **architectural attribution**
- **other relevant research information that can be determined, including archival images**

In addition, ***we would provide a Statement of Significance for First Shaughnessy*** that would outline its heritage values and character-defining elements, and would act as a basis for improved neighbourhood planning.

Team Leads: Donald Luxton & Associates Inc.; CitySpaces

Through this comprehensive and innovative methodology, our specialized and uniquely-qualified team will provide the best possible response to the development of integrated recommendations, tools and protocols that will define effective new directions for Vancouver's Heritage Program.

The Heritage Action Plan is a complex and challenging project that requires the highest level of skill and experience in strategic analysis, heritage planning, knowledge of local conditions, and a deep understanding of Vancouver and its civic administration. Our team members have demonstrated exceptional skill at managing complex technical projects from inception through to completion, and are committed to providing exceptional service. We pride ourselves on our communication skills, our creative and rigorous analytical approach, and our track record in meeting client needs.

Donald Luxton, Team Leader and Project Manager, has worked throughout western Canada since the 1980s in the identification, evaluation and management of historic resources. He has unparalleled experience in the development of municipal heritage programs, historic context statements, thematic frameworks and evaluation criteria. This has included projects in most major western cities and many of these projects have involved ongoing relationships with municipal heritage planning programs that have evolved over several decades. In addition to his public sector work, his past projects have involved a close and ongoing relationship with numerous private sector clients, through which he has developed a very broad understanding of the implementation of local government planning processes and policies.

Through the implementation of this collaborative, creative and responsive work plan, our highly-skilled team will ensure the successful completion of this significant project.

PROJECT DELIVERABLES

PHASE I DELIVERABLES:

One report, divided into two parts that will correspond to the identified subphases.

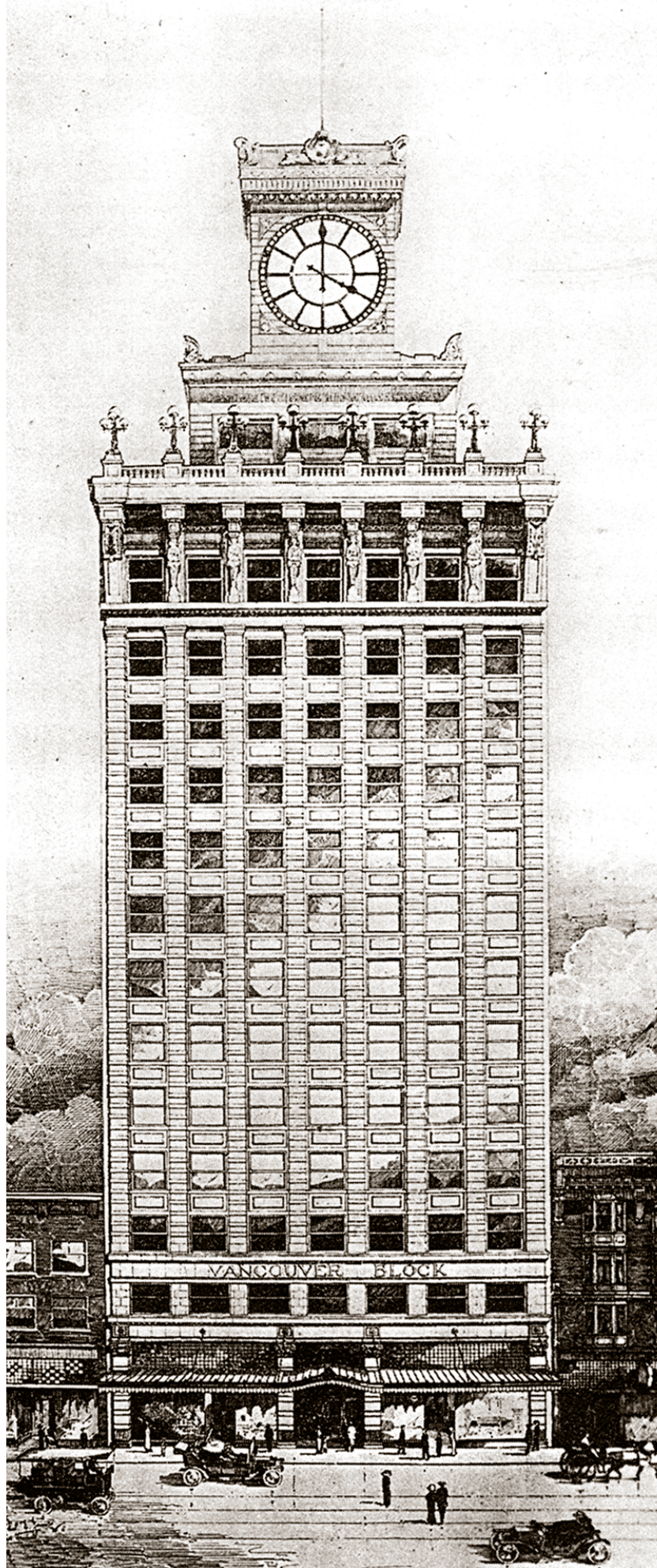
PHASE II DELIVERABLES:

One report, which contains:

1. A City-wide HCS with a Set of Themes;
2. A revised or amended Evaluation Methodology;
3. A list of possible additions to the VHR;
4. ***Research profiles on sites recommended for addition to the Register;***
5. ***Statements of Significance for fifteen (15) prioritized sites;*** and
6. A strategy or set of recommendations on periodically updating and maintaining the VHR.

PHASE III DELIVERABLES:

1. An analysis of the concentration of heritage sites and pre-1940 buildings in RS areas;
2. A set of recommendations for any changes or amendments to the RS District Schedules and any related guidelines, as well as the RT-9, RT-10, RT-11 RM-1, and RM-7 zones;
3. A set of recommendations for any changes or amendments to the FS ODP and any related guidelines; and
4. ***An enhanced information base that will include a definitive identification of all pre-1940 buildings in First Shaughnessy, and a research profile for each of these sites. This work will include a Statement of Significance for First Shaughnessy.***



COMMERCIAL PROPOSAL

PHASE 1: MAXIMUM FEES AND DISBURSEMENTS

	WORK TASK/PHASE/ DELIVERABLE	TEAM MEMBERS	ACTIVITY/ROLE	HOURS	HOURLY RATE	DISBURSEMENT AMOUNT	FEES
1.	Research, Preparation	Donald Luxton	Project Management	30	s.21(1)	\$2,000	\$44,600
		Christin Doeinghaus	Conservation Planning	20			
		Faulkner/McCulloch	Heritage Planning	30			
		Andrew Hiscox	Planning Research	5			
		Brent Elliott	Planning Research	10			
		Asrai Ord	Planning Research	5			
		Bill Buholzer	Legal Consultation	30			
		Jay Wollenberg	Economic Analysis	30			
		Michael Musacchio	Economic Analysis	40			
		Andrew Harmsworth	Code Consultation	10			
		Wendy Morrison	Code Consultation	15			
		Dr. Harold Kalman	Senior Advisor	10			
2.	Total Meetings/Reviews (Advisory etc.)	Donald Luxton	Project Management	8		\$1,000	\$6,720
		Andrew Hiscox	Planning Analysis	8			
		Brent Elliott	Planning Analysis	8			
		Jay Wollenberg	Economic Analysis	8			
3.	Total Public Consultation	Donald Luxton	Project Management	4		\$2,000	\$1,380
		Kristy Burnett	Public Consultation	4			
		Asrai Ord	Planning Analysis	4			
4.	Analysis and draft recommendations/ report preparation	Donald Luxton	Project Management	10		\$0	\$23,775
		Faulkner/McCulloch	Heritage Planning	30			
		Andrew Hiscox	Planning Analysis	5			
		Brent Elliott	Planning Analysis	10			
		Asrai Ord	Planning Analysis	10			
		Jay Wollenberg	Economic Analysis	30			
		Michael Musacchio	Economic Analysis	40			
		Dr. Harold Kalman	Senior Advisor	10			
5.	Refinement and first draft of final copy	Donald Luxton	Project Management	5		\$0	\$4,650
		Faulkner/McCulloch	Heritage Planning	20			
		Brent Elliott	Planning Analysis	5			
		Asrai Ord	Planning Analysis	10			
6.	Submission of final report and related products	Faulkner/McCulloch	Heritage Planning	10		\$0	\$3,450
		Kristy Burnett	Graphic Design	20			
		Asrai Ord	Planning Analysis	10			
	Subtotals			504		\$5,000	\$84,575
	Maximum Fees and Disbursements (exclusive of applicable tax)						\$89,575

This table represents our best possible estimate of the proposed budget amount and allocation for the project, based on the information available at the time of proposal submission. We remain flexible in determining the most effective scope of work and budget in conjunction with the client, and if requested, we would be happy to discuss further the project requirements and budget amount and allocation.

COMMERCIAL PROPOSAL

PHASE 2: MAXIMUM FEES AND DISBURSEMENTS								
	WORK TASK/PHASE/ DELIVERABLE	TEAM MEMBERS	ACTIVITY/ROLE	HOURS	HOURLY RATE	DISBURSEMENT AMOUNT	FEES	
1.	Research, Preparation	Donald Luxton	Project Management	100	s.21(1)	\$2,000	\$74,225	
		Laura Pasacreta	Historic Research	50				
		Faulkner/McCulloch	Heritage Planning	375				
		Andrew Hiscox	Planning Research	5				
		Brent Elliott	Planning Research	10				
		Asrai Ord	Planning Research	15				
		Dr. Julian Dunster	Landscape Review	15				
		Dr. Harold Kalman	Senior Advisor	15				
		Dr. Angela Piccini	First Nations History	100				
2.	Total Meetings/Reviews (Advisory etc.)	Donald Luxton	Project Management	12		\$1,000	\$7,380	
		Faulkner/McCulloch	Heritage Planning	12				
		Andrew Hiscox	Planning Analysis	12				
		Brent Elliott	Planning Analysis	12				
3.	Total Public Consultation	Donald Luxton	Project Management	10		\$15,000	\$12,950	
		Kristy Burnett	Public Consultation	20				
		Brent Elliott	Public Consultation	30				
		Asrai Ord	Public Consultation	50				
4.	Analysis and draft recommendations/ report preparation	Donald Luxton	Project Management	100		\$0	\$83,125	
		Laura Pasacreta	Historic Research	50				
		Faulkner/McCulloch	Heritage Planning	395				
		Andrew Hiscox	Planning Analysis	10				
		Brent Elliott	Planning Analysis	20				
		Asrai Ord	Planning Analysis	40				
		Dr. Julian Dunster	Landscape Review	15				
		Dr. Harold Kalman	Senior Advisor	40				
		Dr. Angela Piccini	First Nations History	50				
5.	Refinement and first draft of final copy	Donald Luxton	Project Management	15		\$0	\$12,125	
		Faulkner/McCulloch	Heritage Planning	50				
		Brent Elliott	Planning Analysis	10				
		Asrai Ord	Planning Analysis	30				
6.	Submission of final report and related products	Faulkner/McCulloch	Heritage Planning	30		\$1,000	\$9,950	
		Kristy Burnett	Graphic Design	80				
		Asrai Ord	Planning Analysis	10				
	Subtotals			1,788			\$19,000	\$199,755
	Maximum Fees and Disbursements (exclusive of applicable tax)						\$218,755	

This table represents our best possible estimate of the proposed budget amount and allocation for the project, based on the information available at the time of proposal submission. We remain flexible in determining the most effective scope of work and budget in conjunction with the client, and if requested, we would be happy to discuss further the project requirements and budget amount and allocation.

COMMERCIAL PROPOSAL

PHASE 3: MAXIMUM FEES AND DISBURSEMENTS							
	WORK TASK/PHASE/ DELIVERABLE	TEAM MEMBERS	ACTIVITY/ROLE	HOURS	HOURLY RATE	DISBURSEMENT AMOUNT	FEES
1.	Research, Preparation	Donald Luxton	Project Management	50	s.21(1)	\$2,000	\$43,400
		Faulkner/McCulloch	Heritage Planning	250			
		Andrew Hiscox	Planning Research	10			
		Brent Elliott	Planning Research	10			
		Asrai Ord	Planning Research	30			
		Bill Buholzer	Legal Consultation	10			
2.	Total Meetings/Reviews (Advisory etc.)	Donald Luxton	Project Management	8		\$1,000	\$6,840
		Andrew Hiscox	Planning Analysis	8			
		Brent Elliott	Planning Analysis	8			
		Bill Buholzer	Legal Consultation	8			
3.	Total Public Consultation	Donald Luxton	Project Management	10		\$6,000	\$5,100
		Kristy Burnett	Public Consultation	10			
		Brent Elliott	Public Consultation	10			
		Asrai Ord	Public Consultation	10			
4.	Analysis and draft recommendations/ report preparation	Donald Luxton	Project Management	50		\$0	\$36,800
		Faulkner/McCulloch	Heritage Planning	150			
		Andrew Hiscox	Planning Analysis	20			
		Brent Elliott	Planning Analysis	20			
		Asrai Ord	Planning Analysis	30			
		Bill Buholzer	Legal Consultation	10			
5.	Refinement and first draft of final copy	Donald Luxton	Project Management	10		\$0	\$9,500
		Faulkner/McCulloch	Heritage Planning	25			
		Brent Elliott	Planning Analysis	10			
		Asrai Ord	Planning Analysis	20			
		Bill Buholzer	Legal Consultation	5			
6.	Submission of final report and related products	Faulkner/McCulloch	Heritage Planning	25		\$1,000	\$7,950
		Kristy Burnett	Graphic Design	60			
		Asrai Ord	Planning Analysis	10			
	Subtotals			877		\$10,000	\$109,590
	Maximum Fees and Disbursements (exclusive of applicable tax)						\$119,590

This table represents our best possible estimate of the proposed budget amount and allocation for the project, based on the information available at the time of proposal submission. We remain flexible in determining the most effective scope of work and budget in conjunction with the client, and if requested, we would be happy to discuss further the project requirements and budget amount and allocation.

PROPONENT OVERVIEW



Donald Luxton & Associates Inc. is the foremost cultural & heritage resource management firm in Western Canada, with offices in Vancouver and Calgary. We are acknowledged leaders in the provision of progressive and practical solutions to the complex and evolving issues that surround cultural resource management and heritage conservation today.

We are committed to exceptional service, and pride ourselves on our communication skills, our creative and rigorous approach to research and our commitment to sustainability. Our team members are exceptionally skilled at managing complex technical projects from inception through to completion. We are dedicated to building long-term relationships through strategic partnerships, values-based management and community-building techniques that address the evolving nature of cultural & heritage resources.

We specialize in a diverse range of heritage planning services. Our award-winning, multi-disciplinary team ensures a creative and practical response to the management of cultural and heritage resources for both the public and private sectors. Through our many projects, we have developed a comprehensive understanding of the municipal planning process from both sides: administration as well as implementation. Through our heritage planning work for municipalities, we are thoroughly familiar with policies and processes, including enabling legislation. In addition, we are involved in heritage conservation projects that must go through the municipal approval process, and that also take advantage of conservation incentives. We are thus fully experienced in the policies and process that make heritage conservation work.

Our public and private sector projects have included:

- heritage interpretation planning for large and small sites
- historic context statement and thematic framework projects
- heritage and cultural resource management planning
- heritage inventory and register documentation projects
- heritage building and site restorations
- museum development and site interpretation

Our major clients have included: the Cities of Vancouver, Victoria, Edmonton, Calgary, Saskatoon, Winnipeg; Whitehorse; the University of British Columbia; the Nisga'a Lisims Government; Parks Canada; the Provinces of British Columbia and Alberta; and the Yukon Territory.

Donald Luxton & Associates Inc. has unique qualifications to undertake this work. Our firm has conducted Historic Context Statement projects throughout Vancouver and the Lower Mainland, and across British Columbia and Alberta, including: the Grandview Woodland Heritage Context Statement and Thematic Framework (2013-present); the Eastern Core Statement of Significance (SOS)/ Historic Context Statement (ongoing); the City of Campbell River Historic Context Statement and Thematic Framework (2010); the City of Victoria Historic Context Statement, Thematic Framework, and Heritage Register Update (2010); and the Mount Pleasant Historic Context Statement (2008). Since 2003, our firm has been responsible for the SOS documentation of well over 1,500 sites as well as the conservation planning surrounding many of Vancouver's commercial, residential, and institutional buildings. We have worked on projects that have focused on entire neighbourhoods or heritage districts, such as the Gastown SOS project (2004), the Cambie Corridor Assessment and Statement of Significance (2004), and the Victory Square West SOS project (2005). We have also been involved in the documentation and conservation of heritage sites across the entire city. Our level of experience in both the preparation of Historic Context Statements and familiarity with the heritage resources of each of the City's neighbourhoods is unparalleled, and we are proud of our record of consistency, accuracy and in-depth analysis achieved in all of our projects.

Efficient, thorough and credible, with an emphasis on collaborative problem-solving, our firm is on the cutting edge of the provision of heritage management and conservation services.



Donald Luxton, a highly-qualified heritage professional with over thirty years of directly-relevant experience, will act as Team Leader and Project Manager for all phases of the project. For the specific purposes of this project, **Donald Luxton & Associates Inc.** (DLA) has partnered with **CitySpaces**, **Coriolis Consulting Corp.**, and **Young Anderson Barristers & Solicitors**, as well as professionals from **GHL Consultants Ltd.** (Building Codes and Fire Science) and **Dr. Julian Dunster** of **Dunster & Associates Environmental Consultants Ltd.** **Dr. Angela Piccini** will provide expertise on Vancouver's First Nations history, and **Dr. Harold Kalman** will provide complementary heritage planning experience that will add considerably to the depth of experience provided by our team. Our firms are joining together in order to offer the most qualified and dynamic team to meet the goals and objectives of the Heritage Action Plan.

CitySpaces Consulting Ltd. is a leading provider of community planning, development consulting, and consultation services in communities throughout Western Canada. For more than 25 years, CitySpaces has been committed to "building lasting, livable communities", with a spotlight on social sustainability. The firm takes pride in providing strategic, practical advice to their clients in the business, institutional, government and non-profit sectors, and bring exceptional experience in managing projects from concept through completion. Anchored by 18 professional planners and enriched by other staff with specialized experience in non-market and special needs housing, landscape architecture, and urban and graphic design, CitySpaces collaborates with clients to solve problems, communicate ideas, and achieve successful outcomes.

Coriolis Consulting Corp. was founded in 1983 by its principals Jay Wollenberg and Sandi Munro. For over 30 years, Coriolis has been providing consulting services in: real estate analysis; urban planning and development policy; development approvals and processes; strategic advice; RFP design and implementation; and other specialized services such as financial modeling, expert testimony, public and farmers' markets, and meeting and workshop facilitation.

Young Anderson's approach to its tasks related to the Heritage Action Plan will generally emphasize both legal rigour and a modern approach to the interpretation of the City's enabling legislation. The *Vancouver Charter*, like all local government enabling legislation in Canada, is increasingly being interpreted broadly in accordance with the contemporary needs of municipalities and their citizens, and an updated interpretation of the *Charter* may identify new opportunities for Vancouver's heritage conservation initiatives. In relation to each task in which it is involved, the firm will also bring to the analysis its knowledge of the applicable case law and successful heritage conservation practices in jurisdictions both in and outside of British Columbia.

GHL Consultants is a Vancouver based building code consulting and fire engineering firm. Founded in 1992, GHL has provided 20 years of performance-based fire engineering design (alternative solutions) as well as consulting for prescriptive building codes. Consisting of a team of fire engineers and building code specialists, we deliver value and creative solutions to our clients throughout Canada and around the world.

Dr. Julian Dunster, of **Dunster & Associates Environmental Consultants Ltd.**, has unique academic and professional qualifications. He is a Registered Consulting Arborist, a Registered Professional Forester, and a Registered Professional Planner, and in addition to two degrees in forestry, he holds a Doctorate in Regional Planning and Resource Development. Julian has over thirty years of hands on experience from assignments all over the world, and his innovative work has been recognized with many awards. Julian uses these qualifications and expertise to provide clients with practical, science based information, combined with a pragmatic understanding of what will or will not work well.

Dr. Angela Piccini has worked in the public heritage sector in the UK and currently teaches and researches in the area of the built environment. Additionally, she runs a documentary video practice and is involved in two major funded projects in Bristol that focus on co-producing heritage knowledge with diverse communities. Dr. Piccini will be providing her expertise in Vancouver's First Nations history for the purposes of this project.

Dr. Harold Kalman, CM, PhD, LLD, CAHP, is a heritage planner whose recent work has focussed on developing and encouraging best conservation practices. He achieves this by his involvement in heritage policy and projects, teaching, writing, and organizational service. Hal withdrew from active heritage consulting after 35 years in practice. He remains a principal of Commonwealth Historic Resource Management Ltd.

Hal teaches heritage planning at the University of Hong Kong (where he is Honorary Professor of Architecture) and the University of Victoria, and formerly taught architectural history at the University of BC. His latest book, *Heritage Planning: Principles and Process*, will be published in October 2014. He is also the author (or co-author) of many standard texts on heritage conservation and architecture, including *Exploring Vancouver* (4 editions), *Exploring Ottawa*, *The Evaluation of Historic Buildings*, *Principles of Heritage Conservation*, *Reviving Main Street*, *The Sensible Rehabilitation of Older Houses*, *Encore: Recycling Public Buildings for the Arts*, *A History of Canadian Architecture*, and *The Railway Hotels*. Kalman was the founding president of the Canadian Association of Heritage Professionals and the BC Association of Heritage Professionals. He has served as chair of the Vancouver Heritage Commission and on the boards of the Association for Preservation Technology, ICOMOS Canada, and Heritage Canada. He is currently the member for BC of the Historic Sites and Monuments Board of Canada. Kalman received the British Columbia Heritage Award (2006), the Gabrielle Léger Medal for Lifetime Achievement in Heritage Conservation (2009), and a City of Vancouver Lifetime Achievement Award (2012). He is a Member of the Order of Canada.



PROPONENT OVERVIEW

HISTORY OF SUCCESSES

Donald Luxton & Associates Inc., in conjunction with our subconsultant team members, have an outstanding record of success.

Donald Luxton has over thirty years of experience in heritage conservation, including heritage planning projects, municipal heritage management plans, and numerous award-winning heritage conservation projects. He is a uniquely qualified consultant who has experience in all required fields of expertise that this project requires. He will act as Team Leader and Project Manager for the Heritage Action Plan.

Our level of experience throughout western Canada and our in-depth familiarity with the heritage resources of Vancouver is unparalleled, and we are proud of our record of consistency, accuracy and in-depth analysis achieved in all of our projects.

The project examples provided on the following pages represent work completed by Donald Luxton & Associates Inc., the lead consultant for this Heritage Action Plan project.

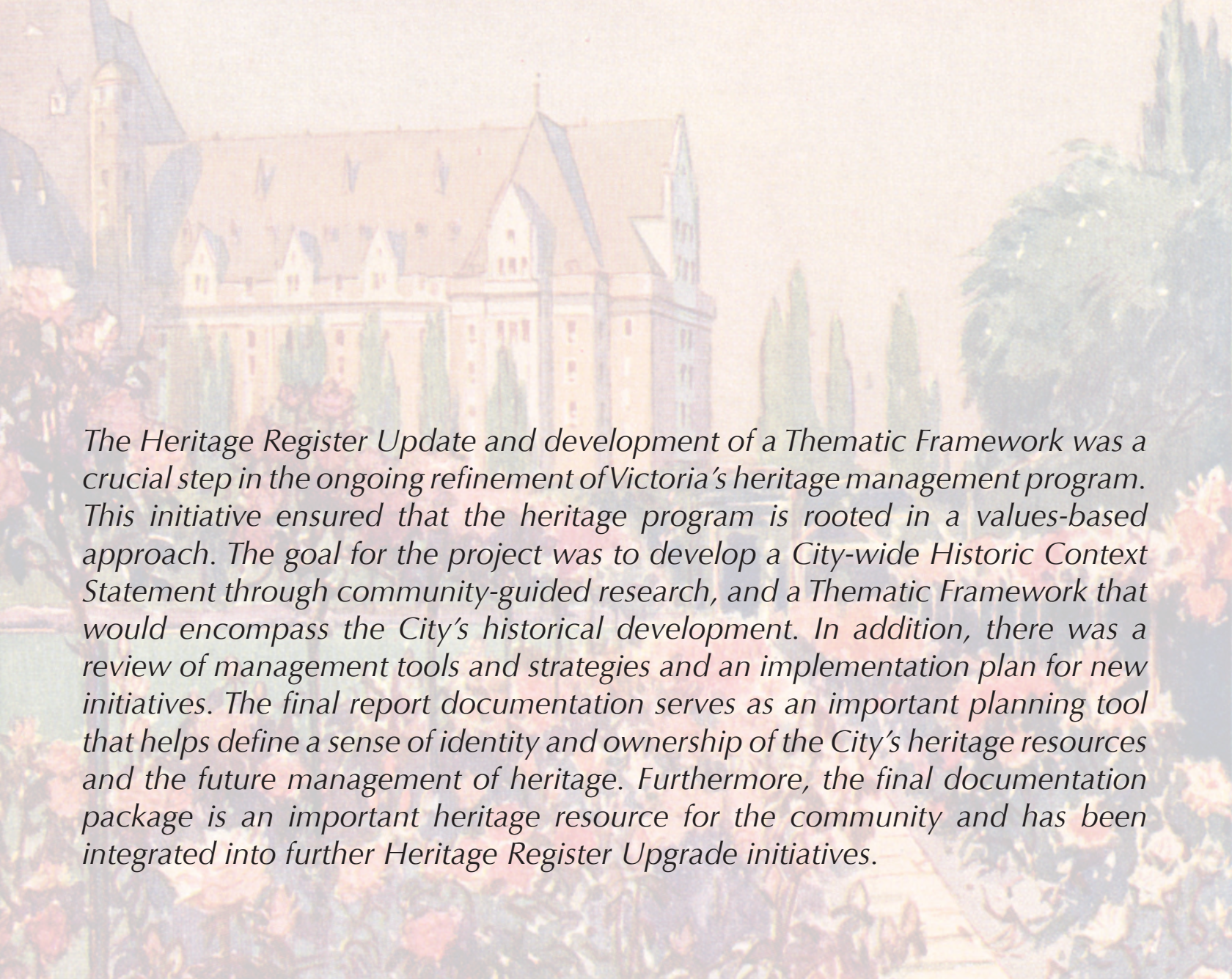


CITY OF VICTORIA

CITY OF VICTORIA HERITAGE REGISTER UPDATE, HISTORIC CONTEXT STATEMENT AND THEMATIC FRAMEWORK, 2008-2010

Donald Luxton & Associates Inc. conducted this multi-phased project over a three year period, which involved a comprehensive update of the City's Heritage Register, first established in 1980. The project commenced with the development of a city-wide Historic Context Statement and Thematic Framework, involving extensive public consultation through stakeholder interviews, focus group workshops and open houses. The forces that shaped the city's development – economic, political and social – were examined, including their impact on the physical structure of the city, its buildings, cultural landscapes and public spaces. Through an analysis of gaps in coverage, 50 priority sites were recommended for inclusion to the Register through the preparation of Statements of Significance. This project embedded values-based assessment as the foundation for a renewal of the City's already-successful Heritage Program.





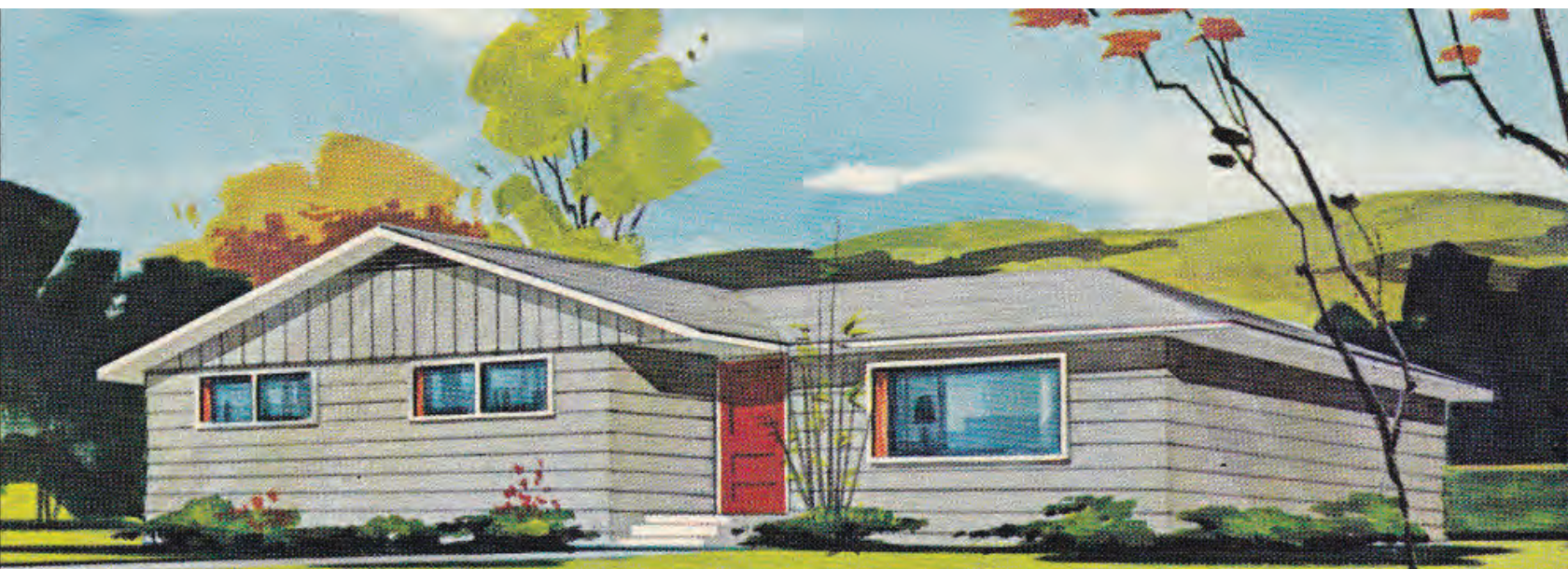
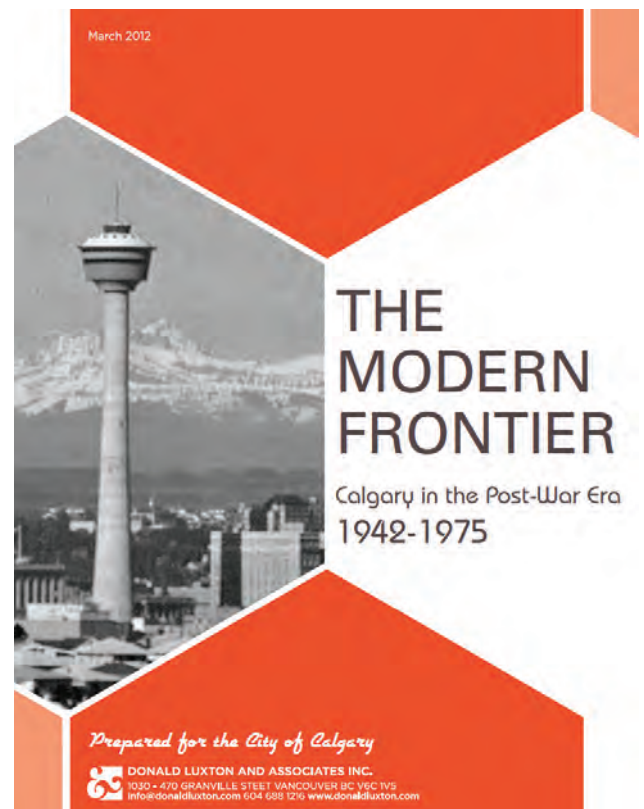
The Heritage Register Update and development of a Thematic Framework was a crucial step in the ongoing refinement of Victoria's heritage management program. This initiative ensured that the heritage program is rooted in a values-based approach. The goal for the project was to develop a City-wide Historic Context Statement through community-guided research, and a Thematic Framework that would encompass the City's historical development. In addition, there was a review of management tools and strategies and an implementation plan for new initiatives. The final report documentation serves as an important planning tool that helps define a sense of identity and ownership of the City's heritage resources and the future management of heritage. Furthermore, the final documentation package is an important heritage resource for the community and has been integrated into further Heritage Register Upgrade initiatives.




CITY OF CALGARY

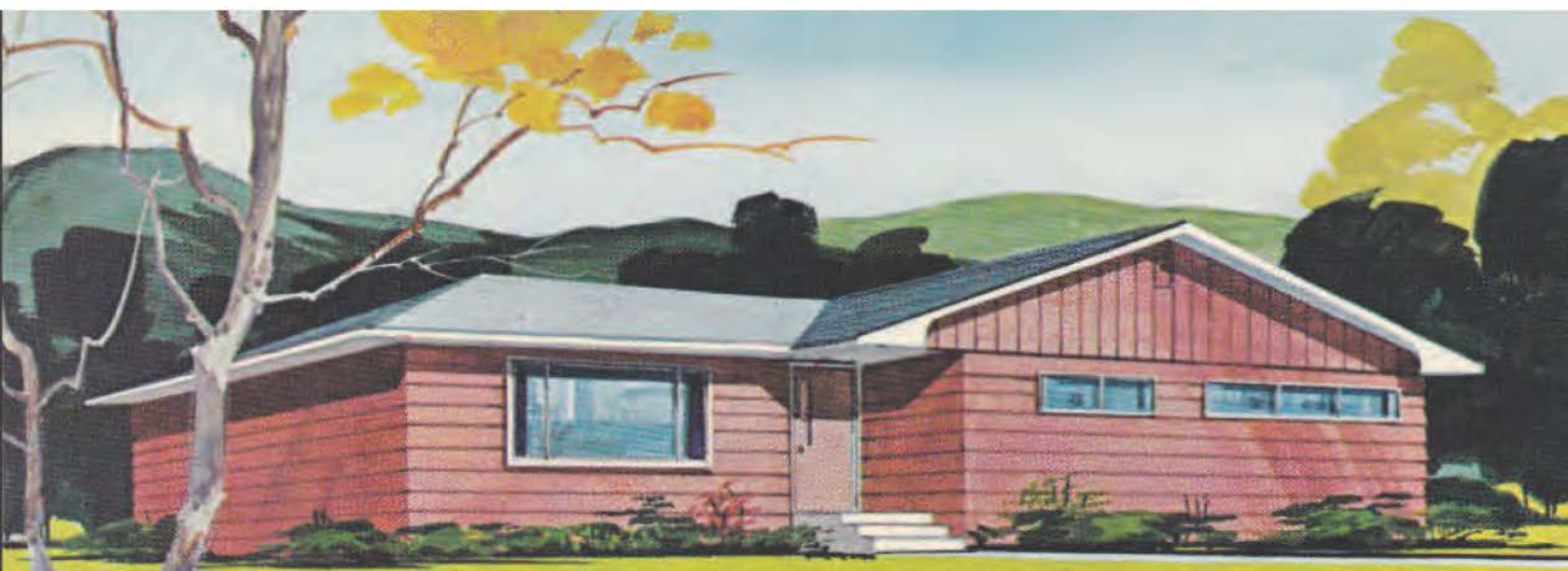
THE MODERN FRONTIER:
CALGARY IN THE POST-WAR ERA 1942-1975
HISTORIC CONTEXT STATEMENT
2010-2012

This comprehensive historic context framework was undertaken by Donald Luxton & Associates Inc. for the City of Calgary in 2010-2012, in order to outline the context of the development of the built environment in Calgary between 1942 and 1975. This was the time of explosive growth, and a better understanding of the social, political, geographic and economic forces that drove this growth assisted in the identification of significant historic resources. This project included the development of a comprehensive Thematic Framework and Historic Context Statement for Calgary's modern architectural heritage. The survey of sites included several hundred significant resources, and the identification of 30 prioritized sites for further evaluation.





The preservation of our postwar heritage is now recognized nationally – and internationally – as being an important aspect of overall heritage conservation. And recently, there has been significant academic attention paid to Calgary's postwar history, and the general population is now more fully aware of the era's significance. This broad context study built on a solid base of work and summarized available information and synthesized key trends and themes that assisted in the evaluation of sites for potential inclusion on the City of Calgary's Inventory of Evaluated Historic Resources. The Thematic Framework provided an analysis of historic trends and significant buildings and structures, and represented a condensed overview of the development of Calgary's built heritage during the modern era.




CAMPBELL RIVER

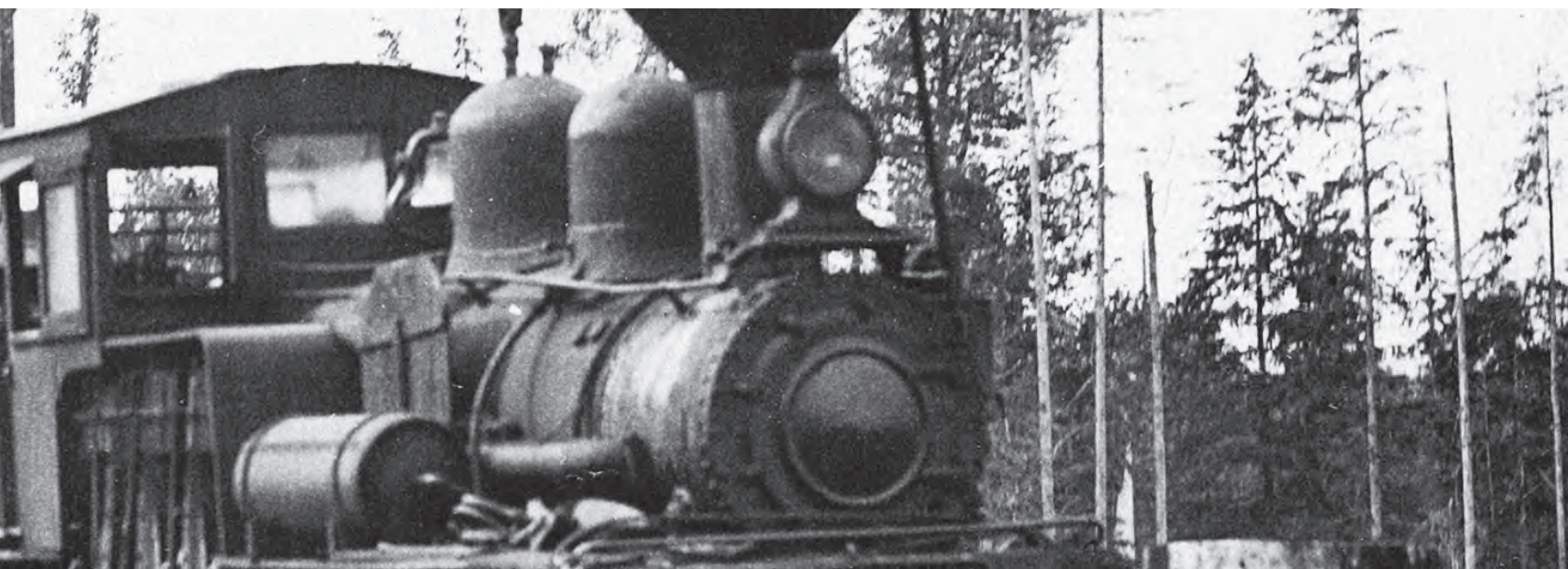
CITY OF CAMPBELL RIVER
HISTORIC CONTEXT STATEMENT AND
THEMATIC FRAMEWORK, 2009-2010

Donald Luxton & Associates Inc. undertook this comprehensive project, which involved the development of an Historic Context Statement and Thematic Framework for the City of Campbell River. Through archival research, interviews, stakeholder workshops, meetings with Staff, Open Houses, and the physical investigation of Campbell River's unique and diverse historic resources, this umbrella framework will help guide the identification and evaluation of sites that will be included on the City's Heritage Register in the future.





The research and consultation process encompassed a comprehensive review of extant historic documentation as well as workshops with City Staff and the Culture and Heritage Sub Committee to the Community Advisory Commission. Based on the Historic Context document and Thematic Framework, and in further consultation with City Staff, residents and key stakeholders, our firm developed themes that best express the diverse range of significant historic and cultural places up to the present and into the future.

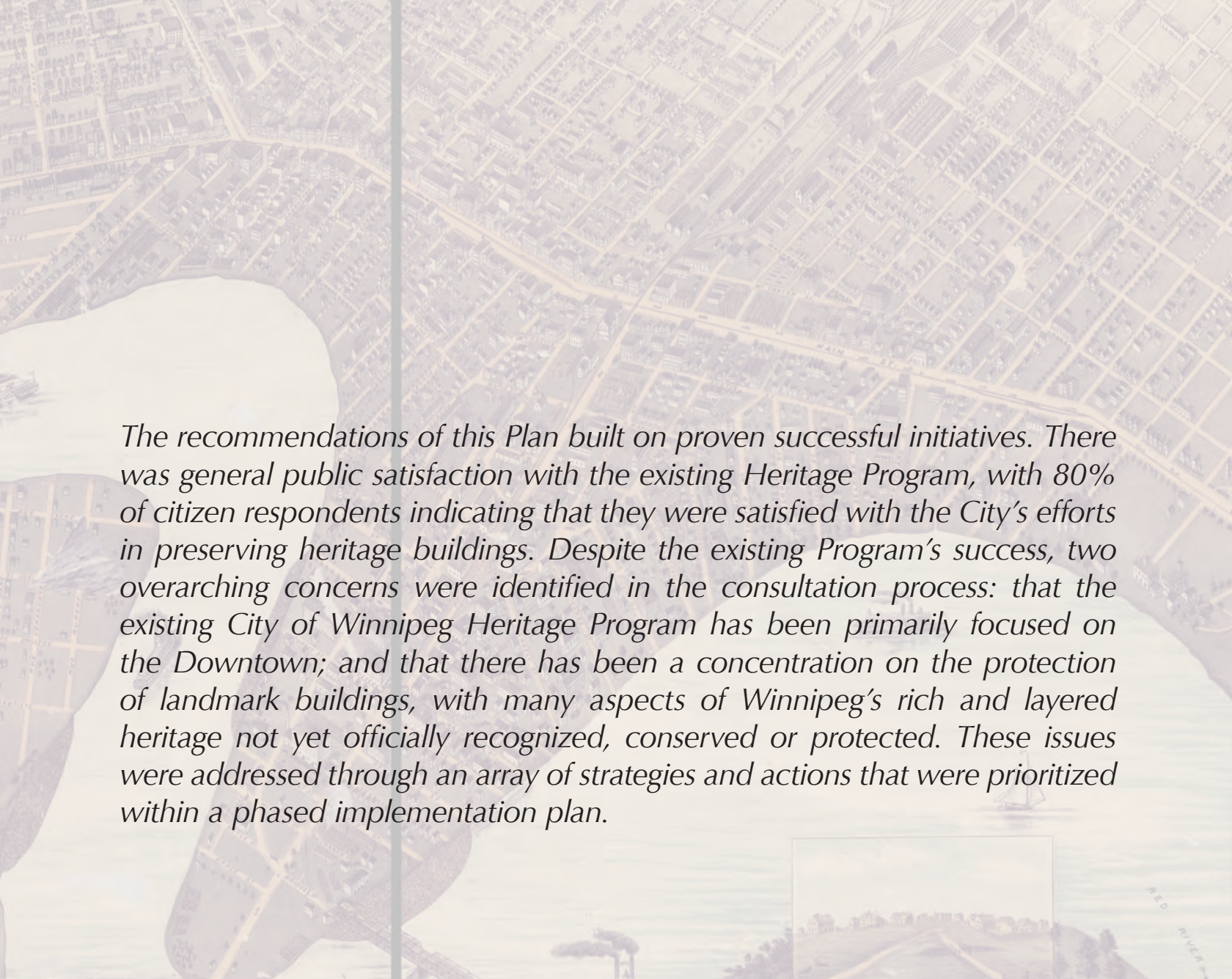


CITY OF WINNIPEG

CITY OF WINNIPEG
HERITAGE RESOURCE MANAGEMENT PLAN, 2010-2011

Donald Luxton & Associates Inc. established the Heritage Resource Management Plan for the City of Winnipeg in order to provide a renewed focus for the City's Heritage Program that further integrates conservation with long-range civic planning objectives including sustainability and economic development initiatives. The Heritage Resource Management Plan provided a framework to further recognize the potential of the city's heritage assets to act as a solid basis for the development of a vital and sustainable urban environment. This was accomplished through greater community involvement, enhancement of public awareness of heritage conservation efforts and greater engagement at the neighbourhood level. This consultation process led to the development of a cohesive vision for the management of heritage resources in Winnipeg, determination of additional heritage resources that should be recognized, identification of potential partnerships for the Heritage Program, and a definition of potential roles and responsibilities of stakeholders in the heritage management process. Through this coordinated planning framework, Winnipeg will be able to build on, and benefit from, its remarkable heritage legacy.



An aerial photograph of a city grid, likely Winnipeg, showing a river on the left and a small inset image of a historic building in the lower right. The text is overlaid on the grid.

The recommendations of this Plan built on proven successful initiatives. There was general public satisfaction with the existing Heritage Program, with 80% of citizen respondents indicating that they were satisfied with the City's efforts in preserving heritage buildings. Despite the existing Program's success, two overarching concerns were identified in the consultation process: that the existing City of Winnipeg Heritage Program has been primarily focused on the Downtown; and that there has been a concentration on the protection of landmark buildings, with many aspects of Winnipeg's rich and layered heritage not yet officially recognized, conserved or protected. These issues were addressed through an array of strategies and actions that were prioritized within a phased implementation plan.

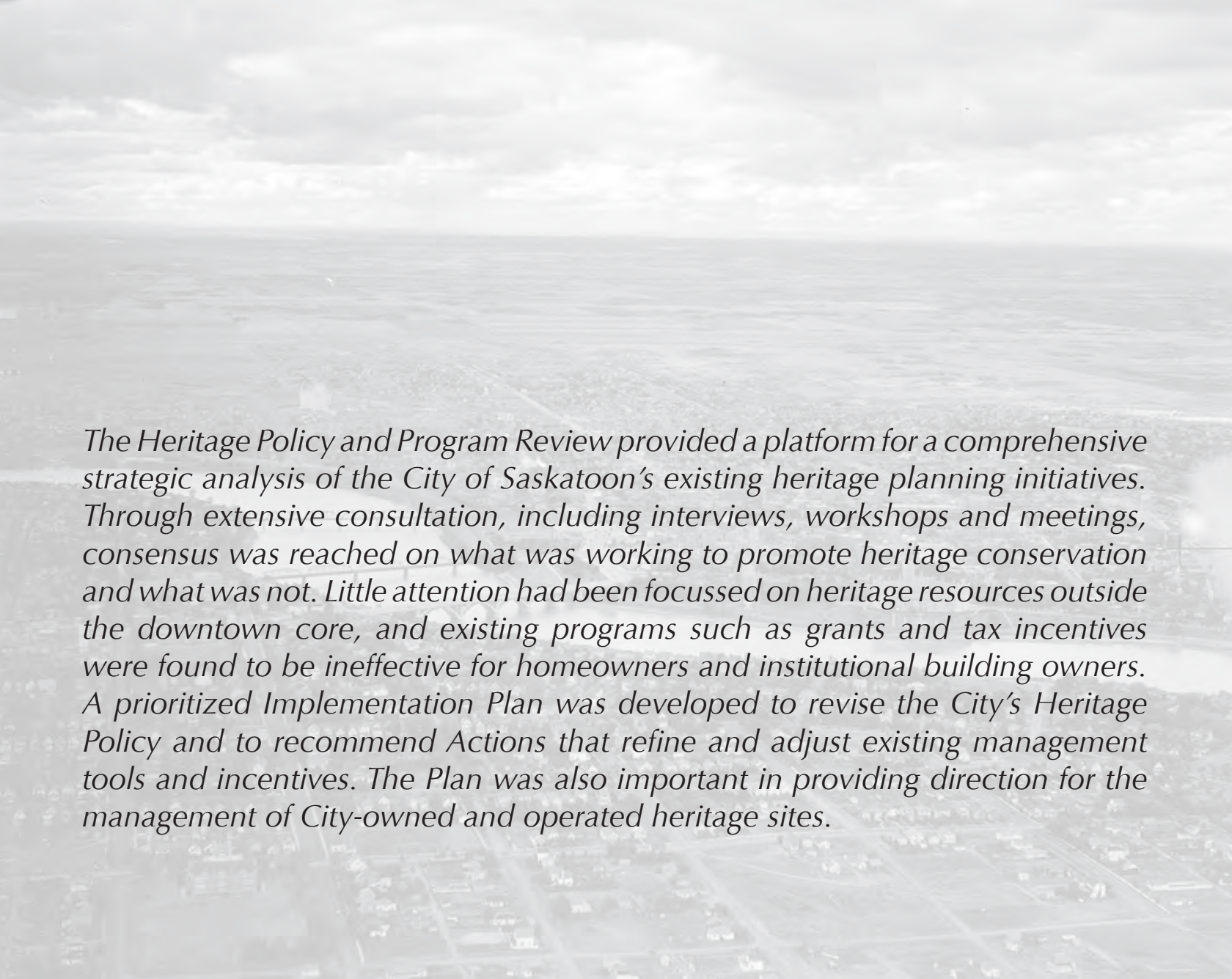


CITY OF SASKATOON

CITY OF SASKATOON
HERITAGE POLICY AND PROGRAM REVIEW
2011-2012

Donald Luxton & Associates Inc. completed this project in 2012, which involved a comprehensive review of the City's heritage policy and program framework, including incentives, regulations and capital facilities, and an assessment of integration with other relevant City policies such as the Cultural Plan and the Downtown Plan. An extensive stakeholder consultation process was used to engage commercial, institutional and residential building owners, as well as the general public. A key part of the project was the City's focus on sustainable development and the revitalization of the downtown core, as well as a broadening of the identification of different categories of heritage resources such as cultural landscapes. The assessment included a detailed review of the existing incentives program, including grants and tax incentives. Through this process, a detailed set of recommendations was prioritized in a comprehensive implementation strategy, and adopted by City Council.





The Heritage Policy and Program Review provided a platform for a comprehensive strategic analysis of the City of Saskatoon's existing heritage planning initiatives. Through extensive consultation, including interviews, workshops and meetings, consensus was reached on what was working to promote heritage conservation and what was not. Little attention had been focussed on heritage resources outside the downtown core, and existing programs such as grants and tax incentives were found to be ineffective for homeowners and institutional building owners. A prioritized Implementation Plan was developed to revise the City's Heritage Policy and to recommend Actions that refine and adjust existing management tools and incentives. The Plan was also important in providing direction for the management of City-owned and operated heritage sites.



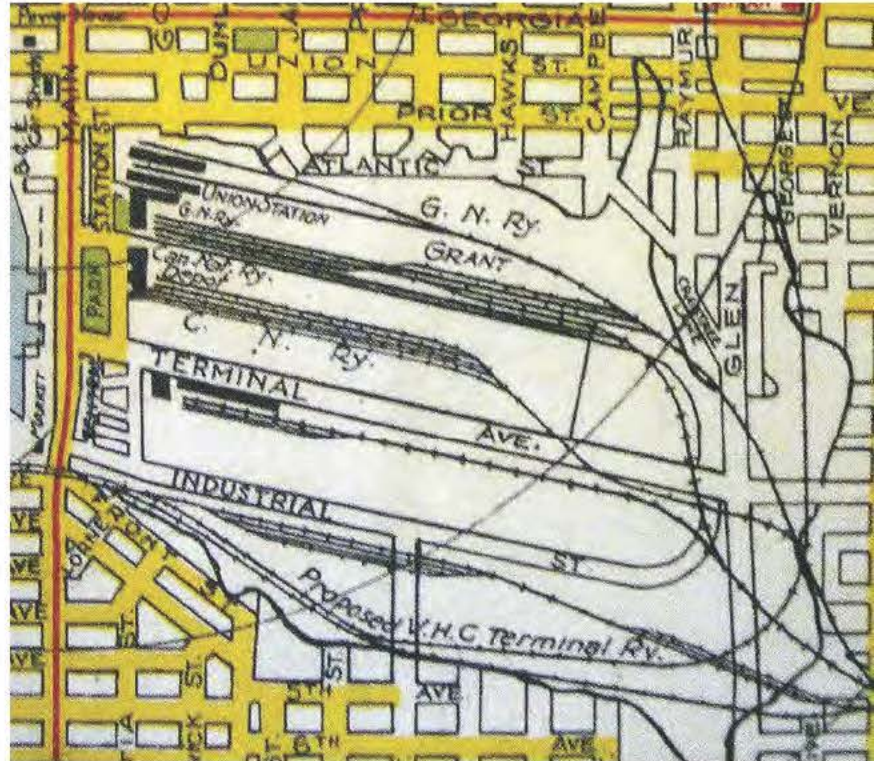
EASTERN CORE

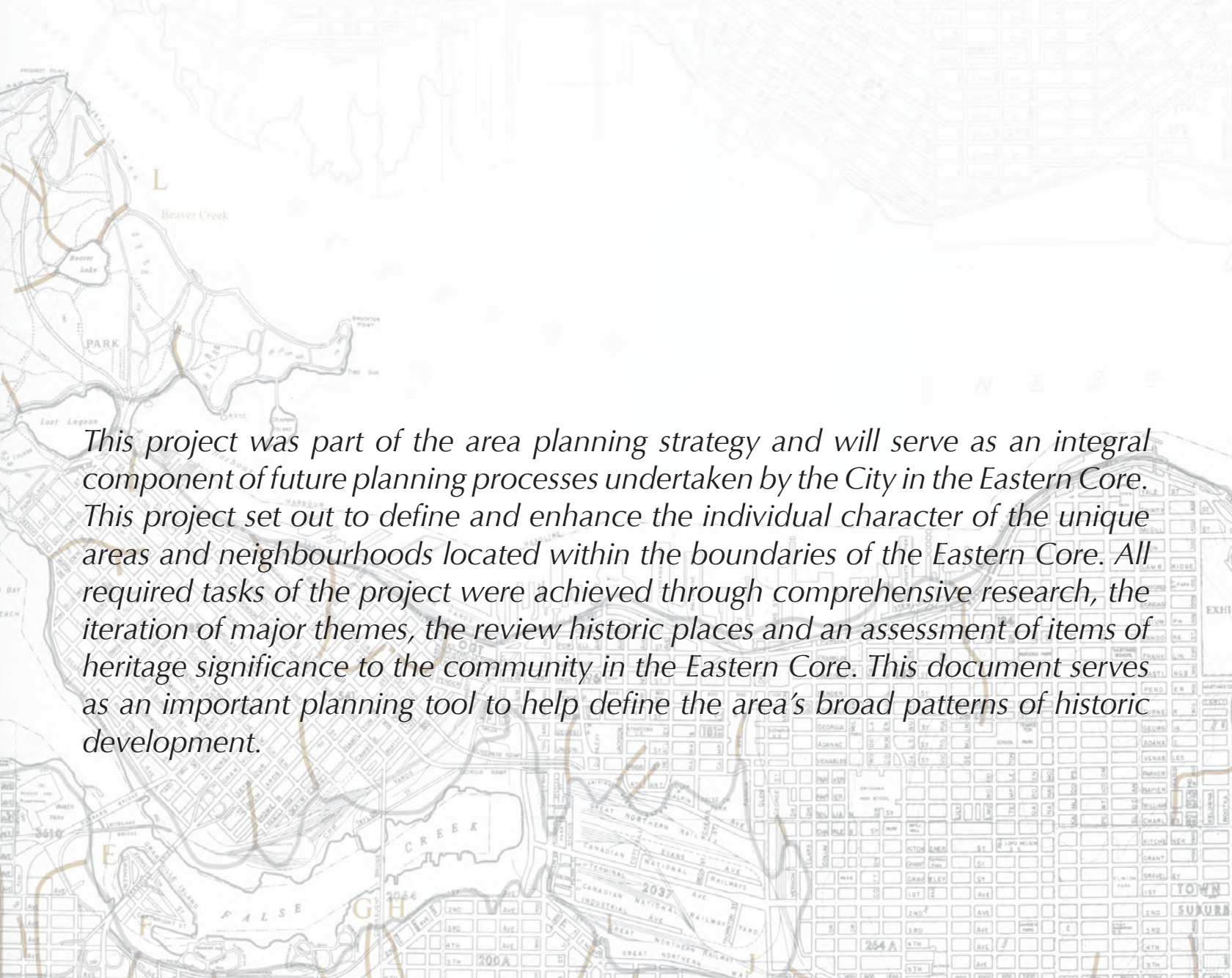
EASTERN CORE
STATEMENT OF SIGNIFICANCE/
HISTORIC CONTEXT STATEMENT, 2013

Donald Luxton & Associates Inc. developed a comprehensive Historic Context Statement, Thematic Framework, Heritage Value Statement, and list of Priority Places for the Eastern Core area. Through in-depth archival research, meetings with City Staff, and the physical investigation of the area's unique and varied historic resources, this framework will help guide the future planning for the Eastern Core.

Formerly the swampy, eastern reaches of False Creek, the area was filled to accommodate railway yards and facilities for the western terminus of the Canadian Northern Railway (CNoR; later absorbed into the Canadian National Railway) and Great Northern Railway. The extant Pacific Central Station has remained the focal point of the area for nearly a century and the transportation of people and goods through the Eastern Core has helped shape the urban heart of Vancouver.

The Eastern Core of Vancouver recalls the major infrastructure projects executed from coast to coast, as Canada recognized the need to upgrade its transportation networks, even as it watched the world at war.





This project was part of the area planning strategy and will serve as an integral component of future planning processes undertaken by the City in the Eastern Core. This project set out to define and enhance the individual character of the unique areas and neighbourhoods located within the boundaries of the Eastern Core. All required tasks of the project were achieved through comprehensive research, the iteration of major themes, the review historic places and an assessment of items of heritage significance to the community in the Eastern Core. This document serves as an important planning tool to help define the area's broad patterns of historic development.



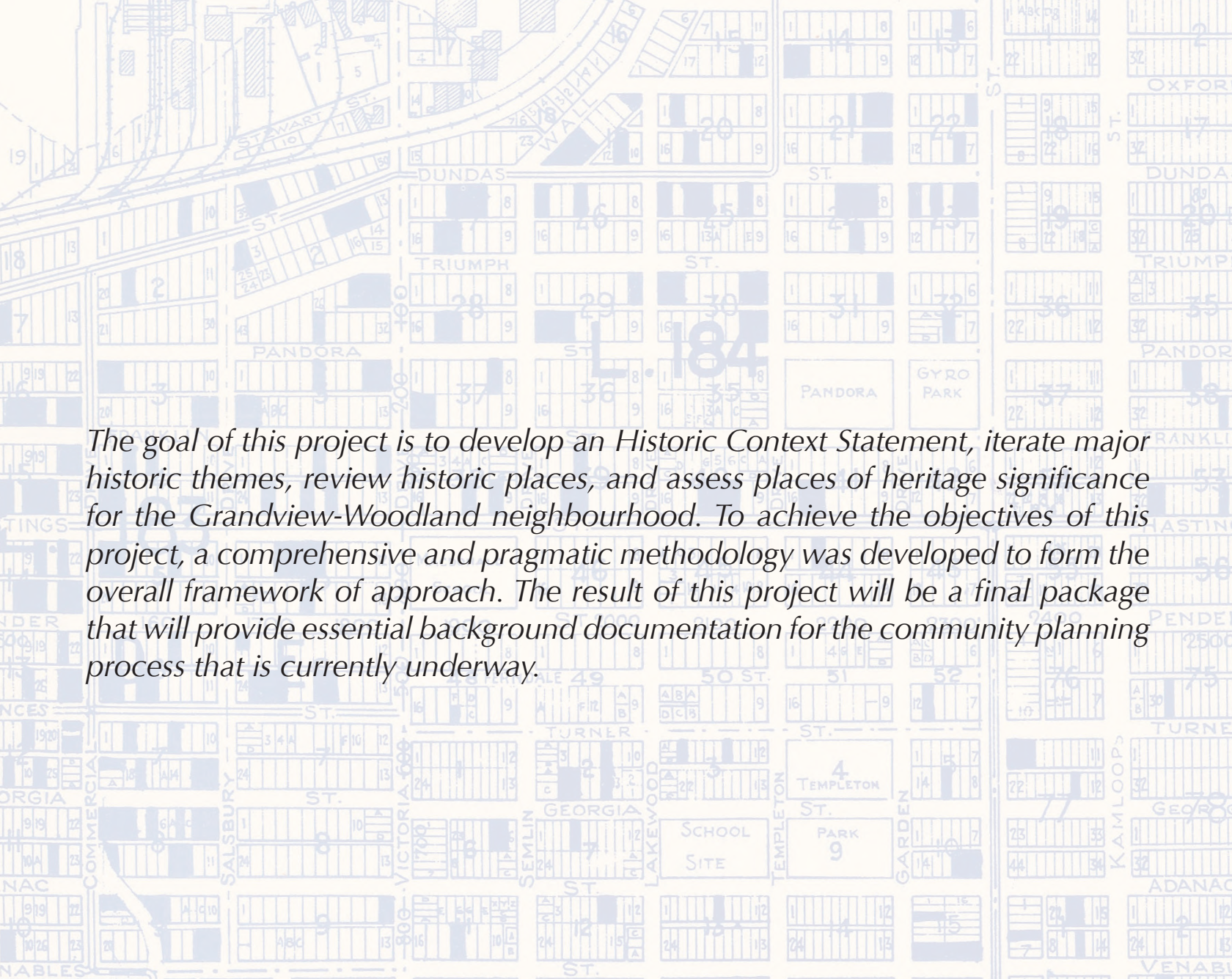
GRANDVIEW WOODLAND

GRANDVIEW-WOODLAND
HISTORIC CONTEXT STATEMENT, 2013-PRESENT

Donald Luxton & Associates Inc. developed a comprehensive Historic Context Statement, Thematic Framework, Heritage Value Statement, and Places of Interest List for the Grandview-Woodland neighbourhood of Vancouver. Through in-depth archival research, meetings with City Staff, and the physical investigation of the area's unique and varied historic resources, this framework will feed into the overall community planning efforts for the neighbourhood.

The documentation our firm has produced is an integrated planning tool that defines Grandview-Woodland's broad patterns of historic development, and promotes a sense of identity and stewardship of its historic places.





The goal of this project is to develop an Historic Context Statement, iterate major historic themes, review historic places, and assess places of heritage significance for the Grandview-Woodland neighbourhood. To achieve the objectives of this project, a comprehensive and pragmatic methodology was developed to form the overall framework of approach. The result of this project will be a final package that will provide essential background documentation for the community planning process that is currently underway.





ADDITIONAL HISTORIC CONTEXT STATEMENT PROJECTS

In addition to the Historic Context Statement projects on the previous pages, we have extensive, recent and applicable experience preparing Historic Contexts and Thematic Frameworks, including:

City of Edmonton, Newton Neighbourhood Historic Context, 2014

Town of Raymond, Historic Context, 2014

Town of Sexsmith, Historic Context, 2013

M.D. of Spirit River, Historic Context, 2013

City of Medicine Hat, Historic Context, 2012

Vulcan County, Historic Context, 2012

City of Lacombe, Historic Context, 2011

Town of Peace River, Historic Context, 2011

City of Vancouver, Mount Pleasant Historic Context, 2007-2008



CONSERVATION + STRATEGIC PLANNING

Donald Luxton and his firm have together been involved in the conservation of hundreds of buildings in Vancouver, Victoria and the Lower Mainland over the past thirty years. Our experience working as the liaison between municipalities and our clients, who include developers and architects, enable us to continually advance the state of conservation in those communities. The Heritage Action Plan presents the City of Vancouver with an opportunity to exponentially increase the number of conservation projects in each neighbourhood.

Our working knowledge of heritage conservation as it relates to the real estate market in Vancouver will ensure the successful outcome of the overall Heritage Action Plan, as we provide our insight into what components will generate effective and positive changes to the state of conservation in the city.

In addition, we have undertaken numerous heritage strategic planning projects for many municipal clients throughout western Canada; all of these projects have involved strategic visioning and targeted public consultation. This expertise will be invaluable during the Heritage Action Plan process as the development of a strategic and integrated approach will enable us to develop a successful, sustainable, and functional work plan.



EVERGREEN BUILDING
HERITAGE CONSERVATION PLAN
2006

Renowned architect Arthur Erickson designed the Evergreen as an office building for owner John Laxton; the original plans are dated January 1979. Completed in 1980, the Evergreen's unique stepped terraces and hanging gardens were configured to create the experience of working on a mountainside. Unlike other office buildings, every floor has access to outdoor patio space. Erickson took full advantage of the stepped configuration, creating complex geometries through the interplay of off-set zigzag and linear floor plates, each floor diminishing in floor area within a trapezoidal building footprint. Originally considered too recent to be included on the Vancouver Heritage Register, it was recognized as a master work worthy of preservation, and through a creative density transfer, was designated as a municipal heritage site.

The Conservation Plan for the Evergreen Building was developed in August 2006. The restoration work retains the building in its current form and use. The existing exterior concrete is retained and restored, and the glazing modified for performance reasons. Specifications for the treatment of original heritage character-defining elements have been developed in conjunction with Project Architects, Omicron Architecture Engineering Construction Ltd., in consultation with Arthur Erickson Design Consultant and Cornelia Hahn Oberlander Landscape Architect. The result is a very carefully conserved modernist landmark that respects and restores the architect's original design intention.

Project Award:
2011 City of Vancouver Heritage Award of Honour



PACIFIC CENTRAL STATION
ENVELOPE ASSESSMENT & RESTORATION
2009-2011

Our work with Pacific Central Station began with an understanding of its inherent heritage values and the pivotal role that railways have historically played in the formation and ongoing development of city centres. Transcontinental railways, the 'Ribbon of Steel,' effectively connected the nation more than a century ago and their influence remains clear today: railway infrastructure continues to be an important part of the physical and metaphorical composition of the modern Canadian city.

The Beaux-Arts style Pacific Central Station was completed in 1919 and indeed represents the geographic expansion that was taking place in the 'new world' economy. Over the ensuing years, rail traffic declined and the station suffered from reduced revenue. This led to a lack of maintenance, leaving the building in a precarious state. Throughout the conservation process, the building's structure and cladding were carefully analyzed to determine causes of stone deterioration and the best methods of repair. The original andesite cladding was subject to water infiltration, cracking, inappropriate cleaning and structural settlement. Some areas of the stone were saturated and stained due to deteriorated flashings, loss of bedding mortar and biological buildup. The consultant team (architectural, heritage and structural) examined the entire building to determine the cause of the defects and the best course of remedial action. Traditional and modern technologies in masonry and stone conservation were employed to reclaim, rather than replace, structural elements. This involved a stone-by-stone documentation of the entire building, with recommendations for techniques such as in-kind mortar repair, micro-flashings, re-dressing and re-tooling of damaged surfaces, stain poultices, "Dutchman repairs", and stainless steel clamps. The work has resulted in a seamless restoration, revealing Vancouver's Pacific Central Station in its original 1919 splendour.

Project Awards:
2012 Heritage BC Award of Honour
2013 City of Vancouver Heritage Award of Merit
2013 Heritage Canada Foundation Award



TEMPLE EMANU-EL SYNAGOGUE NATIONAL HISTORIC SITE, HERITAGE CONSERVATION PLAN
2009-PRESENT

Our ongoing work with the Temple Emanu-El Synagogue involves the development of a Restoration Plan for the historic fabric of the oldest surviving synagogue in Canada, which was built in 1863. As the Synagogue nears its sesquicentennial, the historic interior and exterior will be restored to ensure the longevity of the structure and materials. Extensive condition surveys and ongoing monitoring have determined which areas of the building require further intervention, including roof trusses, anchoring of structural members and the arresting of cracking masonry. An extensive program for the rehabilitation of the historic wooden windows and the upgrading of mechanical services has been developed. This work will continue as the basis for the ongoing preservation of this significant structure marketing and branding of site, and tourism. The project has involved extensive stakeholder interviews and workshops, and a close working relationship with the consultant team.



FLACK BLOCK
HERITAGE CONSERVATION PLAN
2009

The Flack Block project involved the exemplary conservation of an historic, designated stone, brick, and timber landmark structure built 1898-1900. The project involved a complete seismic upgrading, interior rehabilitation and preservation, and extensive restoration of exterior heritage elements. Through a combination of City incentives and a grant from the Commercial Heritage Properties Incentive Fund, a very high level of heritage conservation was achieved, with all work undertaken according to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. Certain aspects of this project, including the restoration of the stone entry arch, are unique features of this project.

The restoration of this landmark has symbolically transformed this intersection, giving it prominence and exposure worthy of its location across from Victory Square. With the successful transformation of The Flack Block, it is certain that this building will be a Vancouver landmark for many years to come.

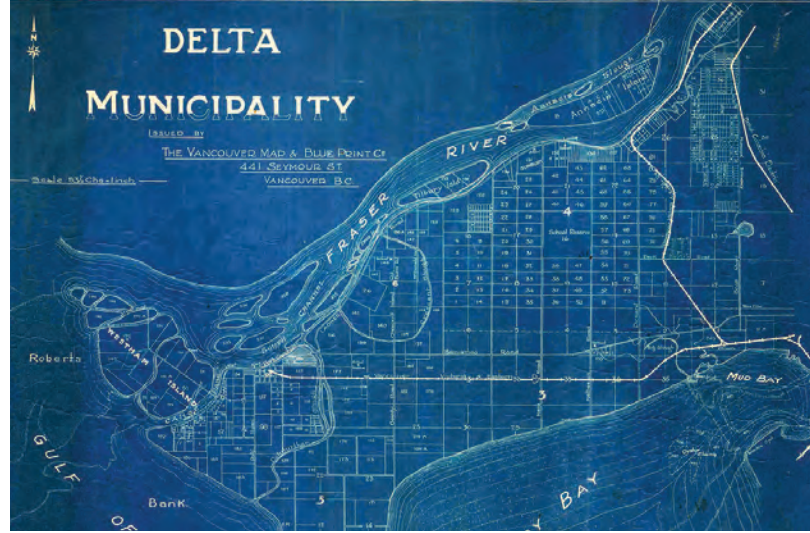
Project Awards:

- 2010 Heritage BC Award of Outstanding Achievement
- 2009 City of Vancouver Heritage Award of Honour



SUN TOWER
HERITAGE CONSERVATION PLAN
2008-2011

The Sun Tower project involved the development of an extensive building assessment and conservation plan, which allows for the long-term rehabilitation of this iconic, municipally designated structure. The Conservation Plan for this imposing building includes recommendations for the preservation of terra cotta and granite elements as well as the tiled dome. The first stage included the sensitive rehabilitation of the entry area with appropriate Indiana limestone, rehabilitation of the large ground floor window units, and building code improvements.



CORPORATION OF DELTA
HERITAGE STRATEGY
2014

The purpose of this project was to update Delta's 1997 Delta Heritage Strategy, in order to provide the community with an effective, sustainable, and realistic plan that would encourage the conservation and long-term viability of community heritage resources. Through the development of a shared community vision for heritage conservation, the Heritage Strategy provided an opportunity to assess those aspects of Delta's current Heritage Program that were most successful, determined what needed to be re-focused for maximum effectiveness and outlined a series of actions that best utilized scarce resources. The Heritage Strategy responded to challenges and opportunities that were identified through an extensive research and public consultation process. Our work determined a new vision for Delta's Heritage Program, and set new directions based on a consensus of community values and priorities. The Strategy identified a community-based Vision for the heritage program.



STATEMENTS OF SIGNIFICANCE AND HERITAGE REGISTER PROJECTS

- City of Kelowna Heritage Register Update, 2009
- City of Prince George Hotel Statements of Significance, 2008-2009
- Corporation of Delta Statements of Significance 2004-2008
- City of Port Moody Heritage Register Statement of Significance Documentation, 2003-2009
- City of Victoria Statements of Significance 2005-2006 & 2008
- City of New Westminster Statements of Significance, 2007-2008
- District of North Saanich Statements of Significance, 2007-2008
- City of Pitt Meadows Statements of Significance, 2006 & 2009
- Vancouver City Hall Outdoor Grounds Statement of Significance, 2008
- Riverview Statement of Significance, 2008
- City of Kamloops Heritage Register Update, 2007-2008
- District of Oak Bay Statements of Significance, 2007-2008
- City of Surrey Heritage Register Review Phase 3 and Statements of Significance, 2003-2008
- District of Saanich Heritage Register Update 2004-2007
- City of Burnaby Heritage Register Update, 2005-2007
- City of North Vancouver Heritage Register Update 2004-2007
- City of Edmonton Statement of Significance, 2003-2007 (subconsultant)
- City of Coquitlam Heritage Statements of Significance, 2006-2007
- City of Burnaby Community Heritage Register Statement of Significance Documentation, 2003-2007
- City of North Vancouver Heritage Statements of Significance, 2003-2006
- City of Surrey Community Heritage Register Update Phase 3, 2004-2005
- District of North Vancouver Heritage Inventory and Register Update, 2003-2005
- City of Vancouver Cambie Street Corridor Analysis Assessment and Statement of Significance, 2005
- District of Saanich Heritage Register Update and Statements of Significance, 2003-2005
- City of Vancouver Statements of Significance 2003-2005
- City of Kelowna Statements of Significance 2004-2005
- City of New Westminster Downtown Heritage Register Review and Statements of Significance, 2003-2005
- District of Maple Ridge Community Heritage Register Statements of Significance Documentation, 2003-2004
- Town of Cochrane Heritage Inventory Phase II Evaluation, 2001-2002 (sub consultant)

- City of Whitehorse Heritage Register Evaluation, 2000 (sub consultant with Midnight Arts)
- City of Surrey Community Heritage Register Update Phase 2, 1999-2000
- City of Edmonton Heritage Register Survey, 1992-1993

HERITAGE RESOURCE MANAGEMENT AND CULTURAL RESOURCE PLANNING

- Oak Bay Strategic Plan, 2013
- Maple Ridge Heritage Plan, 2013
- Township of Langley Heritage Strategy, 2012
- Port Coquitlam Heritage Strategy, 2009
- Arts and Heritage Master Plan Update, City of Abbotsford, 2009
- City of Terrace Museum Strategic Plan, 2009
- Strathcona County Heritage Resources Management Plan, 2008
- Town of Ladysmith Heritage Strategy, 2008
- City of Kelowna Heritage Strategy, 2007
- District of North Saanich Heritage Strategic Plan, 2006-2007
- City of Richmond Museum & Heritage Strategy, 2006-2007
- City of Port Moody Heritage Strategic Plan Update, 2006-2007
- City of Red Deer Heritage Management Plan, 2006
- City of Prince George Heritage Strategic Plan, 2006
- Gingolx Outdoor Cultural Space, Village of Gingolx, 2006
- Oliver & District Heritage Strategic Plan, 2005
- City of Abbotsford Heritage Strategic Plan, 2004
- City of Abbotsford Arts & Heritage Master Plan, 2002-2004
- Town of Cochrane Incentives and Public Awareness Program, 2003-2004
- District of Pitt Meadows Heritage Strategic Plan, 2003-2004
- District of North Vancouver Heritage Foundation Feasibility Study, 2003
- District of North Vancouver Heritage Strategic Plan, 2002
- Town of Cochrane Heritage Management Plan, 2001-2002 (sub consultant)
- Historic O'Keefe Ranch Business Plan, 2001
- City of Coquitlam Heritage Strategic Plan, 2001
- City of Port Moody Heritage Strategic Plan, 2001
- Gastown Heritage Management Plan, (sub consultant), 2000-2001
- District of Saanich Heritage Strategic Plan, 1999
- City of Whitehorse Heritage Management Plan, 1998-1999
- Corporation of Delta Rural Heritage Management Plan, 1997-1998
- District of Maple Ridge Heritage Management Plan, 1997-1998
- City of Nanaimo Heritage Action Plan, 1997-1998



- City of Richmond Heritage Conservation Guide, 1997
- District of Maple Ridge Heritage Strategy, 1995
- District of Maple Ridge OCP Review, 1995
- City of North Vancouver Heritage Policy Update, 1994
- City of Surrey Heritage Strategy, 1993-1994
- Township of Langley Heritage Resource Management Plan, 1992-1993
- District of Chilliwack Heritage Management Strategy, 1990-1991
- District of West Vancouver Heritage Policy Review, 1988-1989
- Downtown Victoria Heritage Management Plan, 1988-1989
- City of North Vancouver Heritage Policy Review, 1988-1989
- District of North Vancouver Heritage Policy Review, 1988-1989
- City of Richmond Heritage Resource Management Plan, 1988
- Historic Port Haney Inventory, Redevelopment Plan and Guidelines, 1985

HISTORIC SITE PLANNING, EVALUATION AND RESTORATION

- Nisga'a Museum Design and Development, Project Manager for Architectural and Exhibit Design, 2008-2010
- Victoria City Hall Finish Condition Assessment, 2008-2009
- North Pacific Cannery Historic Site and Museum Plan, 2008-2009
- Fourth Avenue Redesign and Interpretation Plan, Prince George, 2007-2009 (heritage consultant with Stantec)
- Victoria City Hall Envelope Conservation Management Plan, 2007-2008
- Richmond Museum Feasibility Study, 2007-2008
- Colony Farm Bunkhouse and Manager's House Conservation Plan, 2006
- Vancouver Art Gallery Heritage Conservation Report (Part of the Vancouver Art Gallery Master Plan), 2004
- North Garneau Neighbourhood Evaluation, 2003, for the University of Alberta (sub consultant)
- North Vancouver Public Archives Heritage Services Centre Adaptive Reuse Feasibility Study: Assessment of the potential for the Lynn Valley Elementary School to be converted for use as a Community
- Mole Hill Community Housing, Vancouver; heritage consultant, with Hotson Bakker and Sean R. McEwen, Associated Architects, 2001-2003
- Burrard Bridge Heritage Study, for the City of Vancouver, 2001-2002
- B.C. Packers, Steveston, Heritage Planning for Rezoning, 1997-2001
- P.G.E. Station Relocation and Restoration Project, for the City of North Vancouver, 1995-1997.
- Christie House Restoration Study, District of North Vancouver, 1992

- Versatile Pacific Shipyard Heritage Inventory (for the City of North Vancouver), 1990
- Barkerville Historic Site Restoration and Interpretation Projects, 1985-1987

HERITAGE CONSERVATION PLANS

- Bowman Lofts, 522-526 Beatty Street
- The Alhambra, 2 Water Street
- The Garage, 10-12 Water Street
- The Cordage, 18-20 Water Street
- The Grand, 24-26 Water Street
- The Terminus, 28-28 Water Street
- The Paris Block, 51-53 West Hastings Street
- Pacific Transfer, 120 East Cordova Street
- Cambie Hotel, 310 Cambie Street
- Mountain View Hotel, 301 Main Street
- Vancouver Gas Building, 135 Keefer Street
- Vancouver Club, 915 West Hastings Street

KEY PERSONNEL



DONALD LUXTON

Principal

BA, B.Arch., FRAIC, CAHP

Donald Luxton has a passionate interest in history and heritage, and was the recipient of the 2009 British Columbia Heritage Award. Involved in the field of heritage resource management since 1983, he is a well-known preservation consultant, advocate, educator and author. He is active in the field of public education through the teaching of

heritage conservation courses, and is currently a sessional lecturer in the BCIT Architectural Science degree program. His interest in the preservation of architecture has led to his continuing involvement with a number of heritage societies, including his role as a founding Director of Heritage Vancouver, founding Director of the Victoria Heritage Foundation (1983) and former Director of the Vancouver Heritage Conservation Foundation. He is a member of the Canadian Association of Heritage Professionals (CAHP) and sits on the Board of the British Columbia Association of Heritage Professionals. In 2006 he received an honorary membership in the B.C. Society of Landscape Architects, and in 2007 was elected to the College of Fellows of the Royal Architectural Institute of Canada. In addition, Donald is an award-winning, widely recognized author on topics of local history. In his thirty-year career as a heritage professional, he has worked on numerous projects across Canada, including municipal planning projects, heritage interpretation plans, heritage inventories and evaluations, and the restoration of residential, commercial, and institutional buildings. Many of these projects have involved ongoing consultation on the development of municipal heritage programs and Heritage Registers. These ongoing relationships have involved all aspects of program administration, policy development, project review and documentation.

INTENDED ROLES:

- *Team Lead/Primary Contact*
- *Public Consultation and Meeting Facilitation*

EDUCATION

- 1983 **Bachelor of Architecture**
University of British Columbia
- 1976 **Bachelor of Arts, Fine Arts Major**
University of British Columbia

PROFESSIONAL AFFILIATIONS

- 2007 Fellow, Royal Architecture Institute of Canada
- 2001 Professional Member, Canadian Association of Heritage Professionals
- 2001 Member, Royal Architecture Institute of Canada
- 2000 Graduate Architect, Architectural Institute of British Columbia

EXPERIENCE

- 1996 – present **Principal**
Donald Luxton & Associates Inc. and the Arlington Group Inc., Vancouver, BC
- The company provides a broad range of heritage-and design-related services, specializing in municipal heritage programs. Particular expertise is provided in: Building Assessments, Feasibility Studies and Restoration, Heritage Management Plans, Heritage Inventories, Research and Assessment, Downtown Revitalization Programs, Façade, Signage and Design Guidelines
- 2005 – present **Instructor, Architectural Science, Building Preservation and Heritage (ARSC 7110)**
BCIT, Vancouver, BC
- 1996 - present **Guest Instructor, ISDN 1211 Courses**
Kwantlen University College, Surrey, BC
- 1992 - 1995 **Instructor Heritage Conservation Courses**
Simon Fraser University, Burnaby, BC



EXPERIENCE (continued)

1990 - 1993 **Coordinator Heritage Area Revitalization Programs**
Columbia Street HARP, for the City of New Westminster, Mount Pleasant HARP, for the City of Vancouver

1989 - 1991 **Instructor, Heritage Conservation Courses**
Vancouver City College, Vancouver, BC

1989 - 1991 **Instructor, Heritage Conservation Courses**
Vancouver City College, Vancouver, BC

1983 - 1996 **Partner**
F.G. Architectural & Planning Consultants, Vancouver, BC

Responsible for numerous heritage-related planning projects, and building feasibility studies and restorations. The company specialized in: Municipal Heritage Inventories, Building Assessments and Feasibility Studies, Heritage Building Restoration.

CIVIC APPOINTMENTS

1997 - 2005 Vancouver Heritage Conservation Foundation (City of Vancouver)
 1997 - 2000 Gastown Historic Area Planning Committee (City of Vancouver)
 1999 - 2000 Citizen's Advisory Group, Mountain View Cemetery, Vancouver
 1997 & 1999 Heritage Awards Jury (City of Vancouver)
 1996 - 1997 Mole Hill Working Group (City of Vancouver)



LAURA PASACRETA

*Associate
 MA, BA, CAHP*

Laura has a Master's degree in Archaeology and has worked in the cultural resource management field since 1996. Born and raised in Vancouver, Laura started with Donald Luxton & Associates in Vancouver in 2005. She moved to Calgary in 2010 where she opened and runs the Prairie Branch of the firm. Laura is involved in all facets of heritage and cultural resource management with strengths in creative approaches to community engagement, historic research and writing, and conservation planning. She prides herself on her strong project management skills to bring clarity and consensus to each project. Laura has a Master of Arts in Historical Archaeology from Simon Fraser University and has specialized research interests in the gold rush period, overseas Chinese communities and cemetery research. She has several years of community-based experience with First Nation communities, and has managed impact assessments and mitigation studies for archaeological sites in the Canadian and American West and South Pacific. Laura is passionate about the creative adaptive reuse of historic buildings and is a Modern architecture enthusiast. She is a past Director with the Vancouver Heritage Foundation, serving from 2005 to 2010. In Calgary she is on the Board of Directors for Calgary Heritage Initiative. She is also an active member of the Canadian Association of Heritage Professionals.

INTENDED ROLES:

- Chinese History Expert
- Review of Historic Context and Set of Themes
- Review of Nominations



R.J. McCULLOCH

*Heritage Consultant & Planner,
MSc, BSc, MCIP, RPP, CAHP*

R.J. has a Bachelor of Science degree in Business from Miami University and a Master of Science degree in Community and Regional Planning from the University of British Columbia. At UBC, he concentrated on urban design and worked with Vancouver's top planners, architects and designers on redevelopment

projects throughout the Lower Mainland. He has also studied in Luxembourg and the Philippines, where he worked with Naga City staff to provide recommendations for transportation and urban design issues facing the City. His Master's project focused on adaptable building strategies for the City of Vancouver. Through his research on the inherent adaptability of many heritage buildings, along with his long-standing appreciation for the value of community heritage, his interest in the heritage field has been fostered through his work with Donald Luxton & Associates. R.J. has also worked for both the Vancouver City Planning Commission and the City of Vancouver. Since 2010, he has contributed his unique blend of business, planning and design knowledge & experience at Donald Luxton & Associates. R.J.'s project experience ranges from Heritage Assessments, Statements of Significance and Conservation Plans to municipal Heritage Registers, Context Statements, Strategic Reviews and Heritage Interpretation Plans. R.J. is a Certified Member of the Canadian Institute of Planners, a Registered Professional Planner and a Professional Member of the Canadian Association of Heritage Professionals.

INTENDED ROLES:

- *Heritage Planning*
- *Research/Writing*
- *Project Administration*



MEGAN FAULKNER

*Heritage Consultant & Planner,
MA, BA, CAHP*

Megan has a Bachelor of Arts degree in Anthropology from the University of Alberta and a Master of Arts degree in Community and Regional Planning from the University of British Columbia. She has researched various aspects of urban planning including post-conflict reconstruction, international community development, and

heritage conservation. In 2007, she participated in a community development project in Naga City, Philippines where she worked in a group with the youth of the community to develop a strategy for more inclusive, effective youth programs. Her Master's project focused on the creation of a heritage evaluation system for the University of British Columbia. Through her travels and studies, Megan has developed a passion for architecture, heritage structures, and historic landscapes. Megan has worked for Donald Luxton & Associates since 2009 and her project experience includes Heritage Assessments, Statements of Significance, Conservation Plans, Heritage Registers, Context Statements, Strategic Reviews and Heritage Interpretation Plans. Megan is a Professional Member of the Canadian Association of Heritage Professionals.

INTENDED ROLES:

- *Heritage Planning*
- *Research/Writing*
- *Project Administration*



CHRISTIN DOEINGHAUS

*Heritage Consultant,
MA, Dipl Ing Arch, MRAIC,
CAHP, LEED GA*

Christin studied architecture, archaeology and history in Germany and graduated in Architecture (1998) with emphasis on architecture history and construction management. She also received a Master of Arts in

World Heritage Studies (2002) at the Brandenburg Technical University, an international post-graduate course supported by the UNESCO World Heritage Centre. During her studies, Christin interned at several World Heritage Sites in Germany and Norway as well as the Organization of World Heritage Cities, where she learned first-hand about international conservation practice and regulations. After completing her studies, Christin gained professional experience in heritage conservation and planning, architecture and project management in Europe and Canada. Since joining Donald Luxton & Associates Inc., she worked on small and large-scale building conservation and heritage planning projects and is particularly interested in combining heritage and sustainability. She enjoys working with project teams from the conceptual design stage to completion where innovative conservation solutions and sustainable strategies can be implemented. Christin is a professional member of the Canadian Association of Heritage Professionals and a registered architect in Germany.

INTENDED ROLE:

- *Technical Conservation Planning Expert*



KRISTY BURNETT

*Graphic Designer,
BMA*

Kristy received her Bachelor of Media Arts from Emily Carr University and is currently working towards attaining the Diploma of Cultural Resource Management through the University of Victoria. She has worked professionally in the heritage sector as the administrative assistant at the Vancouver Heritage

Foundation and volunteered as an animation program interpreter at the Museum of Vancouver. She lived in Calgary for two years where she sat on the board of the Calgary Heritage Initiative Society and joined the Prairie Branch of Donald Luxton & Associates. Kristy transitioned to the Vancouver Office where she continues in her role of the graphics coordinator.

INTENDED ROLES:

- *Graphic Design*
- *Public Consultation Assistant*



ANDREW HISCOX

*CitySpaces Managing Associate,
MBA, MCIP, RPP*

Andy has been a Managing Associate with CitySpaces since 1989. His career includes more than 20 years of experience in BC, Alberta, Ontario and Nova Scotia, and spans two disciplines – urban planning and management consulting. Collaborative working style is a hallmark of Andy's career in community planning, management

consulting, and project management. He effectively manages large and complex files, drawing on internal and external resources. As an urban planner, he has managed and participated in development approvals and rezonings, neighbourhood studies, bylaw writing, housing research and analysis, and the preparation of architectural and site guidelines. His work in land development includes financial analysis, investment sales, project management, mortgage financing, and construction estimation. He engages effectively with small and large groups in a variety of situations, and has organized and facilitated numerous workshops, special events, focus groups and training sessions.

INTENDED ROLES:

- *Data Analysis*
- *Public Consultation*
- *Community Engagement*



BRENT ELLIOTT

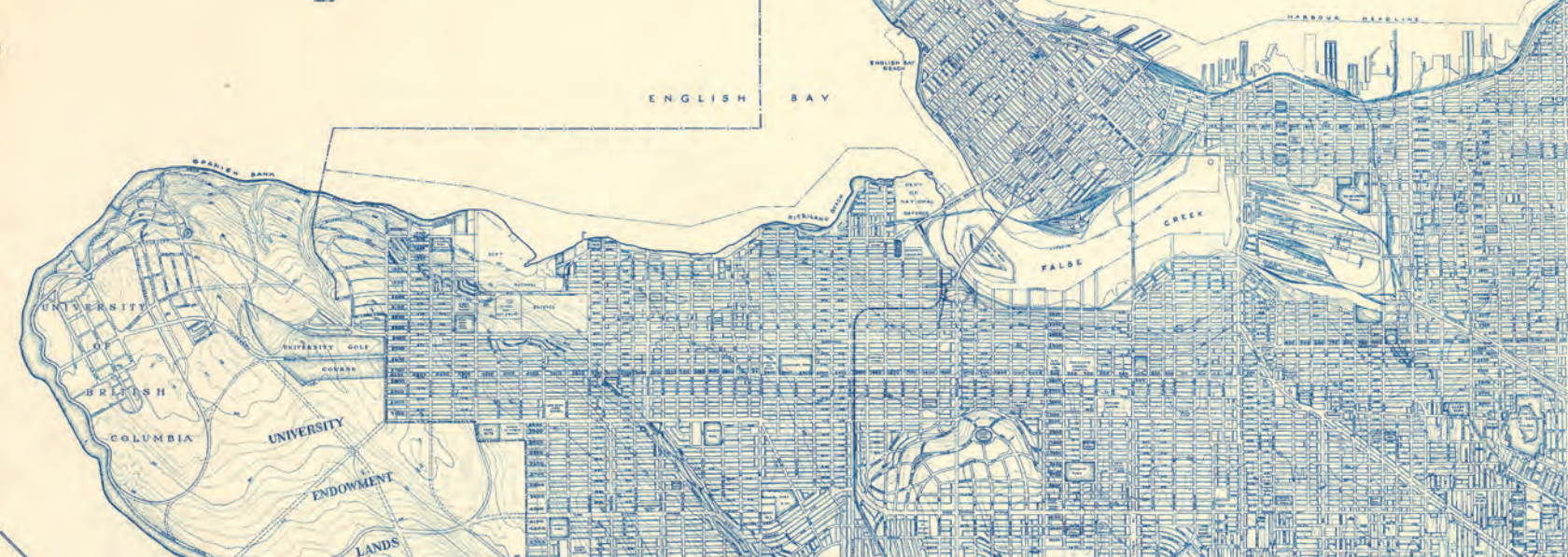
*Manager, Community Planning
MCIP, RPP, LEED AP*

As CitySpaces' Manager of Community Planning, Brent is a senior planner with 15 years experience in land use planning, urban design, development programming, sustainability, and community and stakeholder engagement processes. Brent's extensive background in land use planning and community engagement

was gained, in part, while working for the City of Vancouver, where he was involved with projects such as the comprehensive public process to develop a new future for Vancouver's Hastings Park. Previously with the global firm Halcrow Consulting (now CH2MHill), Brent leveraged best practice insights gained through the firm's international portfolio of projects to inform numerous engagement efforts with community, stakeholder, staff, and elected audiences. Brent is highly respected for his understanding of municipal statutory and regulatory requirements, and works effectively with senior administrators and elected officials on visionary, policy, and regulatory matters. As a planner, and an effective communicator, Brent is adept at integrating multiple disciplines and viewpoints, offering the benefit of a diverse background in the public, development, and consulting sectors.

INTENDED ROLES:

- *Data Analysis*
- *Public Consultation*
- *Community Engagement*



ASRAI ORD

Community Planner, CitySpaces

Asrai joined CitySpaces in 2012 after working in several capacities across Canada. In her current role with CitySpaces, Asrai works with local communities to find well-balanced solutions to land use and development issues, and engages in community and social planning assignments by carrying out quantitative and qualitative research, site surveys, data analysis, and the planning and facilitation of public engagement programs. Asrai offers a specialized knowledge of heritage issues. In her previous role with a boutique heritage architecture firm, Asrai interpreted, harmonized and applied legislation; policy and charters as well as drafted expert witness statements for official plan appeals, heritage impact assessments, and cultural heritage assessments.

INTENDED ROLES:

- *Data Analysis/Public Consultation/Community Engagement*



BILL BUHOLZER

*Barrister & Solicitor, Young, Anderson
FCIP, RPP*

Bill Buholzer, a partner in the firm since 1996, is a Registered Professional Planner and a member of the College of Fellows of the Canadian Institute of Planners. He was called to the B.C. bar in 1991. He is the author of *British Columbia Planning Law and Practice*, a practice manual for B.C. planners, and the "Planning and Zoning" volume of *Halsbury's Laws of Canada*. Bill is an adjunct professor in the School of Community and Regional Planning at UBC where he lectures on advanced planning law topics, and a frequent lecturer in Simon Fraser University's City Program. His legal practice focuses on planning and land use management law, subdivision, heritage conservation and building regulation.

INTENDED ROLE:

- *Legal Consultation*



JAY WOLLENBERG

*Principal and President,
Coriolis Consulting Corp.,
FCIP, RPP*

Jay has over 30 years of experience as a professional planner and real estate analyst, including extensive experience in community planning, market and financial analysis, land use analysis and forecasting, planning and development policy analysis, redevelopment planning, economic development, and real estate analysis. Jay has a Bachelor of Science and a Master of City Planning from the Massachusetts Institute of Technology. He is a Fellow of the Canadian Institute of Planners and a member of the Planning Institute of BC. He is also an adjunct Professor at UBC's School of Community and Regional Planning where he teaches a course specializing in urban development, market analysis, and financial analysis.

INTENDED ROLE:

- *Economic Analysis*



MICHAEL MUSACCHIO

*Analyst,
Coriolis Consulting Corp.*

Michael will assist Jay with data collection and analysis. He has been with Coriolis for the past 5 years and, over this time, he has provided research and analysis for various planning and real estate consulting projects.

INTENDED ROLE:

- *Economic Analysis*



DR. JULIAN A. DUNSTER

*Dunster & Associates, PhD, RPP,
Registered Consulting Arborist,
Registered Professional Forester,*

Julian is a Past President of the Pacific Northwest Chapter of the International Society of Arboriculture. He designed and implemented the Certified Tree Risk Assessor programme in British Columbia approved by WorkSafe BC, and is the lead instructor in it. Most of

the Certified Tree Risk Assessors in British Columbia have been trained by Julian. He is the lead author of the new Tree Risk Assessment Manual (2013) published by the International Society of Arboriculture (ISA), and is a qualified instructor in the ISA Tree Risk Assessment qualification course. Julian is a member of the panel of experts that designed the new ISA Risk qualification, and the Best Management Practices - Risk committee, and also serves on the ISA Plant Valuation and Appraisal Committee. He has undertaken many urban forestry, risk assessments, and tree retention projects as well as a creating successful, highly pragmatic management plans at large and small scales for a range of public, private and corporate clients. He has lectured and undertaken consulting projects in urban forestry, arboriculture, environmental planning, and policy analysis, in Canada, The United States, Great Britain, Scandinavia, Nepal, Australia, New Zealand, Chile and China. He has worked on a wide range of planning projects including writing the National Environmental Impact Assessment Guidelines for forestry projects in Nepal; conducting an audit of sustainable forestry practices in southern Chile and Tierra del Fuego; serving as an expert witness at inquests in China (Hong Kong) and Canada; researching conservation issues in Scandinavia; and working on Urban forestry plans and tree bylaws in British Columbia. He has published three books. The award winning Dictionary of Natural Resource Management is now a standard reference, and Arboriculture and the Law in Canada is now widely cited in Canadian court cases as a definitive reference.

INTENDED ROLE:

- *Landscape Review during Heritage Register Upgrade Phase*



ANDREW HARMSWORTH

*Principal, GHL Consultants,
M Eng, P Eng, CP*

Andrew Harmsworth has over 20 years of engineering experience in Building Code and Fire Protection Alternative Solutions and Code compliance problem resolution. Mr. Harmsworth is a skilled negotiator and holds a Master's Degree in Fire Protection Engineering from UBC. Mr. Harmsworth is a City

of Vancouver Certified Professional who is an active member of the Association of Professional Engineers and Geoscientists of BC (APEGBC), as former Chair of the Building Codes Committee and represents APEG on the Building Code Modernization Strategy and Green Building Code task groups. He also holds memberships with the Society of Fire Protection Engineers (SFPE) and is registered in BC, Alberta, Manitoba, NWT/Nunuvut and Washington State as a Professional Engineer. Mr. Harmsworth is the Certified Professional of Record for the Vancouver Convention Centre Expansion project.

INTENDED ROLE:

- *Code Consultant (Permit and VBBL Review)*



WENDY MORRISON

*Associate Principal, GHL Consultants,
AScT, BCQ*

Wendy Morrison is a Building Technologist with 10 years' experience at GHL, is registered with ASTTBC as an Applied Science Technologist, and is a member of the Building Officials Association of BC (BOABC), holding the designation of Building Code Qualified. She has a multi-disciplinary background

in administration, 10 years in the legal field, and has completed studies in Public Administration and Political Science. Wendy recently received the title of BCQ (Building Code Qualified); she is one of the first two BOABC members to achieve this designation while working in the private sector as a Code Consultant.

INTENDED ROLE:

- *Code Consultant (Permit and VBBL Review)*



DR. HAROLD D. KALMAN
CM, PhD, LLD, CAHP

Harold Kalman is a heritage planner whose recent work has focussed on developing and encouraging best conservation practices. He achieves this by his involvement in heritage policy and projects, teaching, writing, and organizational service. Hal withdrew from active heritage

consulting after 35 years in practice. He remains a principal of Commonwealth Historic Resource Management Ltd. Hal teaches heritage planning at the University of Hong Kong (where he is Honorary Professor of Architecture) and the University of Victoria, and formerly taught architectural history at the University of BC. His latest book, *Heritage Planning: Principles and Process*, will be published in October 2014. He is also the author (or co-author) of many standard texts on heritage conservation and architecture, including *Exploring Vancouver* (4 editions), *Exploring Ottawa*, *The Evaluation of Historic Buildings*, *Principles of Heritage Conservation*, *Reviving Main Street*, *The Sensible Rehabilitation of Older Houses*, *Encore: Recycling Public Buildings for the Arts*, *A History of Canadian Architecture*, and *The Railway Hotels*. Harold was the founding president of the Canadian Association of Heritage Professionals and the BC Association of Heritage Professionals. He has served as chair of the Vancouver Heritage Commission and on the boards of the Association for Preservation Technology, ICOMOS Canada, and Heritage Canada. He is currently the member for BC of the Historic Sites and Monuments Board of Canada. Harold received the British Columbia Heritage Award (2006), the Gabrielle Léger Medal for Lifetime Achievement in Heritage Conservation (2009), and a City of Vancouver Lifetime Achievement Award (2012). He is a Member of the Order of Canada.

INTENDED ROLE:

- Senior Heritage Planning Expertise



DR. ANGELA A. PICCINI
BA, MA, PhD

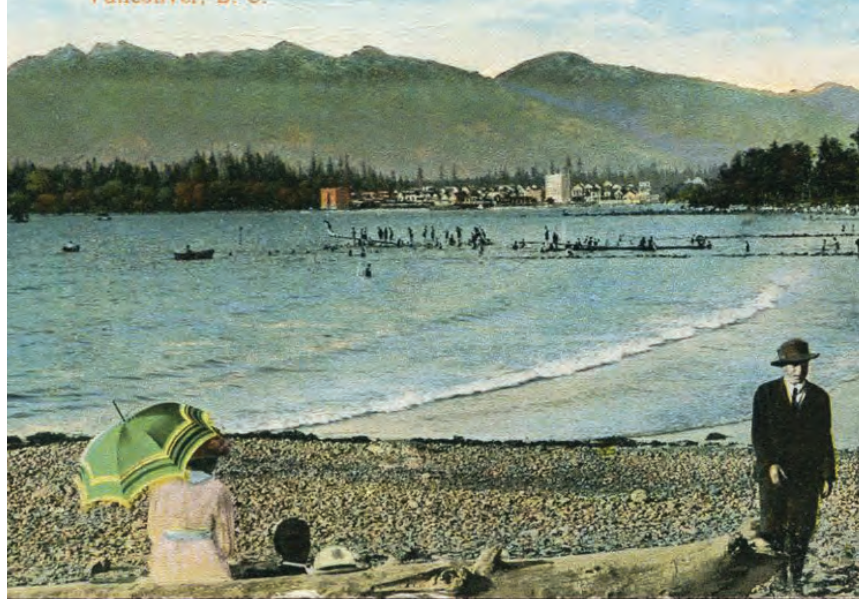
Angela is a creative, organized, motivated, and published academic, curator-producer, artist and manager who has successfully balanced a 12-year academic career with arts and local organization projects. Her strengths lie in seeing connections across and between diverse people

and communities and bringing them together to make new things happen. In her academic work, she has focused on public engagement and investigate heritage landscapes, online documentary and experimental media archives, and community-based media archives. Angela sits on the University of Bristol's Engaged Universities Steering Group and Arts Faculty Research Ethics Committee and on UBC's Behavioural Research Ethics Board. She is also an active member of the Audio-Visual Heritage Society of British Columbia. From 2009-12, she managed all aspects of undergraduate teaching in her department, including budgetary planning and capital expenditure, curriculum design, student experience, teaching delivery, quality assurance, strategic planning, exams and administration. Major successes include designing and implementing a new undergraduate curriculum, forging new industrial partnerships for teaching and leading her department into a top 10 position in The Guardian university league table of student satisfaction. Following an undergraduate degree in Art History and English at UBC, Angela undertook an MA and PhD in Archaeology in the UK. She then worked in public sector heritage, producing guidebooks and statutory publications and commissioning writing, design, photography, and print. Angela joined the University of Bristol in 2001, as a Senior Lecturer (Associate Professor) in Screen Media. She teaches undergraduate and postgraduate courses on documentary film and video, television, histories of heritage media, artist films, performativity & place, archives and re-enactment and co-directs the MA in Archaeology for Screen Media.

INTENDED ROLES:

- First Nations History
- Review of Nominations

REFERENCES



PROFESSOR JACK LOHMAN
Chief Executive Officer
Royal British Columbia Museum
T 250-953-4015
E JLohman@royalbcmuseum.bc.ca

DARRYL CARIOU
Senior Heritage Planner
City of Calgary
T 403-268-5326
E Darryl.Cariou@calgary.ca

ROBERT GELDART
Principal Heritage Planner
City of Edmonton
T 780-496-6123
E robert.geldart@edmonton.ca

JENNIFER IREDALE
Director
British Columbia Heritage Branch
T 250-356-1431
E Jennifer.Iredale@gov.bc.ca

JON STOVELL
President
Reliance Properties Ltd.
T 604-694-8896
E jons@relianceproperties.ca



SUB CONTRACTORS

Donald Luxton & Associates Inc. proposes to work with the following subcontractors in order to fulfill the scope of work for this Heritage Action Plan project:

- **CitySpaces Consulting Ltd.**
- **Young, Anderson Barristers & Solicitors**
- **Coriolis Consulting Corp.**
- **GHL Consultants**
- **Dr. Julian Dunster, of Dunster & Associates Environmental Consultants**
- **Dr. Angela Piccini**
- **Dr. Harold Kalman**

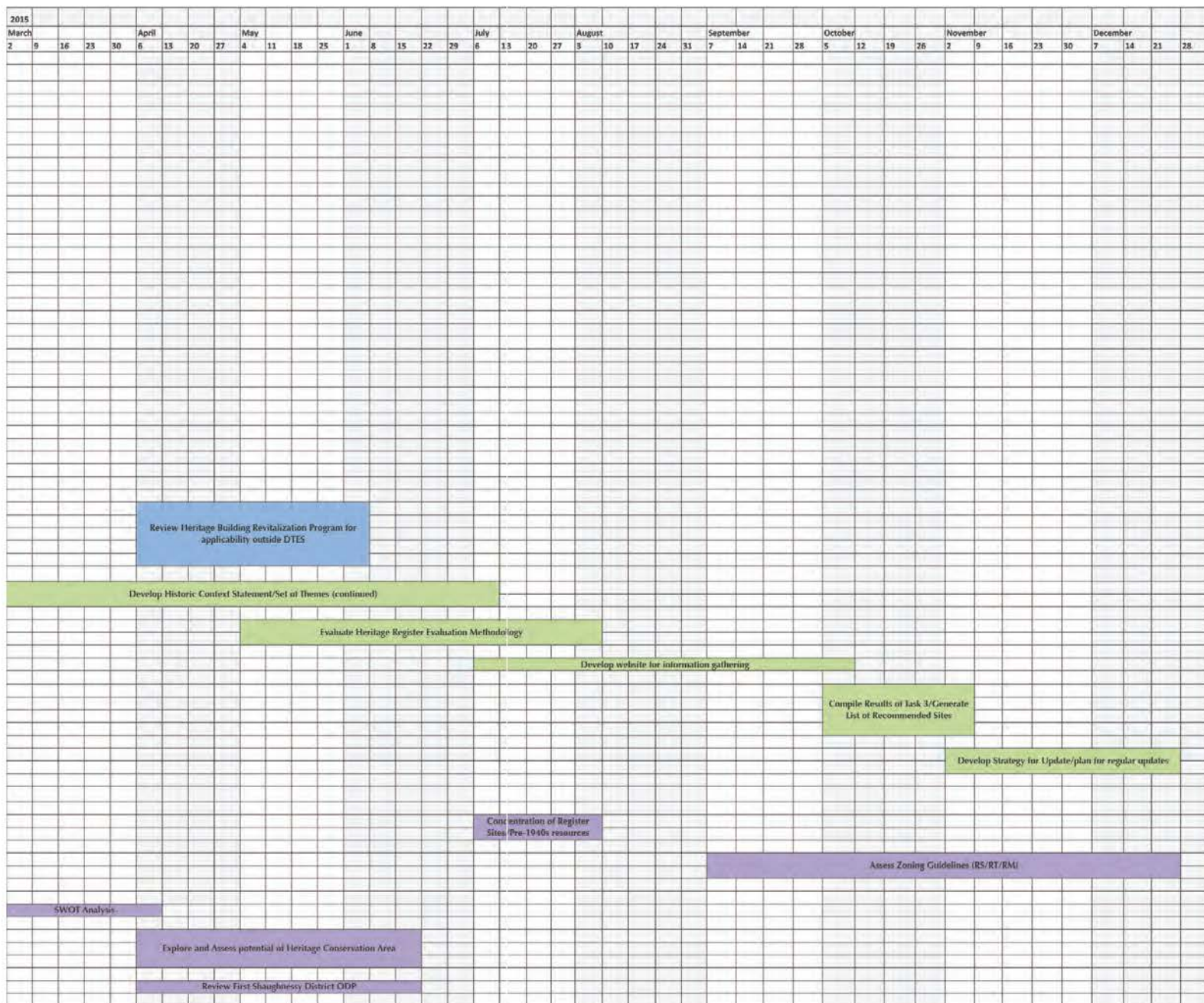


WORK PLAN



CITY OF VANCOUVER HERITAGE ACTION PLAN: WORK PLAN

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SUSTAINABILITY

SUSTAINABILITY INITIATIVE	DESCRIPTION	DETAILS	RESPONSE
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/ collections programs and/ or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	All Requirements (deliverables) as set forth in RFP No. PS20140449 can be provided in electronic format: no product packaging is necessary.
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions.	Any transportation needs throughout the service delivery will be met, where possible, through the use of walking, biking, and public transportation.
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	Nearly all work will be conducted electronically and therefore, negligible waste will be generated through service delivery. There are no physical products necessary to the production and delivery of the Requirements.



d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	Toxic materials will not be found in any products generated to meet the project Requirements, as all files can be delivered electronically.
e. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	There are no third party products associated with the electronic delivery of the Requirements.
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The city aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	Our firm encourages educational and professional development opportunities for its staff and also actively supports non-profit organizations with the mandate of advancing the conservation field in the City, Province and across Canada. Heritage conservation is one of the many facets of sustainable community development.

DEVIATIONS AND VARIATIONS

This proposal is fully consistent with the Form of Agreement. No amendments to the Form of Agreement, or variations from the terms and conditions as set out in the RFP or from the Requirements, are proposed.



CONFLICTS; COLLUSION; LOBBYING

DECLARATION AS TO NO CONFLICT

We confirm and warrant that there is no officer, director, shareholder, partner or employee of Donald Luxton & Associates Inc., or any other person related to our organization or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of interest in the evaluation or consideration of the Proposal by the City.

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party

DECLARATION AS TO NO COLLUSION

The Proponent confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and
- (b) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated.

DECLARATION AS TO LOBBYIST STATUS

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process.

CERTIFICATE OF EXISTING INSURANCE

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

Section 2 through 8 - to be completed and executed by the Insurer or its Authorized Representative
1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 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.

NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)
Donald Luxton & Associates Inc.
BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS
Unit 1030 470 Granville St Vancouver BC V6C 1V5
DESCRIPTION OF OPERATION
Heritage Consulting

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
INSURER Canadian Northern Shield Insured Values (Replacement Cost) -
TYPE OF COVERAGE Building and Tenants' Improvements \$
POLICY NUMBER \$21(1) Contents and Equipment \$ 56,200
POLICY PERIOD From 21st 2013 to 20th 2014 Deductible Per Loss \$ 1000

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions: INSURER Canadian Northern Shield
POLICY NUMBER \$21(1)
POLICY PERIOD From 21st 2013 to 20th 2014
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
Per Occurrence \$ 45,000,000
Aggregate \$ 45,000,000
All Risk Tenants' Legal Liability \$ 1,250,000
Deductible Per Occurrence \$ 1000

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

6. ☐ UMBRELLA OR ☒ EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Self-Insured Retention \$

7. PROFESSIONAL LIABILITY INSURANCE Limits of Liability
INSURER ROYAL LEPAGE ASSURANCE Per Occurrence/Claim \$ 2,000,000
POLICY NUMBER \$21(1) Aggregate \$ 2,000,000
POLICY PERIOD From 20th 2013 to 20th 2014 Deductible Per Occurrence/Claim \$ 5000

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: Dec 2, 2004

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

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER
Edna Zhou, HUB International TOS 414-289-1795 Dated 06/20/14

INSURANCE LETTER

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY) 06/18/2014	
BROKER  Hub International Insurance Brokers (TOS) 400-4350 Still Creek Drive Burnaby, BC V5C 0G5 PHONE 604-269-1000			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend or alter the coverage afforded by the policies below.			
INSURED'S FULL NAME AND MAILING ADDRESS Donald Luxton & Associates Inc. 470 Granville Street, #1030 Vancouver, BC V6C 1V5			Company A	Canadian Northern Shield		
			Company B	Royal & Sun Alliance Insurance Company		
			Company C			
			Company D			
			Company E			
COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input type="checkbox"/> Hired Automobile	A	s.21(1)	06/09/2014	12/02/2014	EACH OCCURRENCE \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGGREGATE \$ 5,000,000 PERSONAL INJURY \$ 5,000,000 EMPLOYER'S LIABILITY \$ TENANT'S LEGAL LIABILITY \$ 250,000 NON-OWNED AUTOMOBILE \$ 5,000,000 Hired Automobile \$	
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <small>ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>					BODILY INJURY PROPERTY DAMAGE COMBINED \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$	
OTHER (SPECIFY) Errors and Omissions Liability	B	s.21(1)	12/02/2013	12/02/2014	Each Occurrence \$ 2,000,000 Aggregate \$ 2,000,000 \$ \$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED The Certificate Holder is added as an Additional Insured on the Commercial General Liability policy but only with respect to liability caused directly by the operations of the Named Insured.						
CERTIFICATE HOLDER				CANCELLATION		
The City of Vancouver and the City's Personnel 453 W 12th Avenue Vancouver, BC V5Y 1V4				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Per:  Page 1 of 1		

C73TT8MC

WORKSAFEBC REGISTRATION

**Assessment Department Location****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

City of Vancouver
453 W 12th Avenue
VANCOUVER, BC V5Y 1V4

June 18, 2014

**Person/Business : DONALD LUXTON
DONALD LUXTON & ASSOCIATES
731543 AA(006)**

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2014**.

This firm has had continuous coverage with us since January 01, 2005.

Employer Service Centre
Assessment Department

Clearance Reference # : C127848099
CLRAAA



THANK
YOU

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
ANNEX 3 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

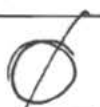

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

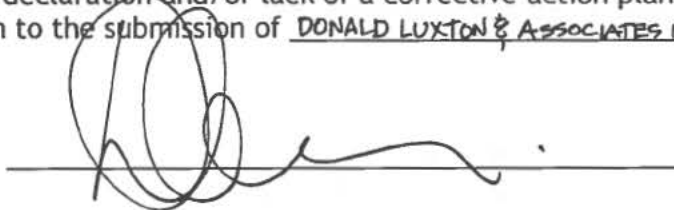
Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in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

As an authorized signatory of DONALD LUXTON & ASSOCIATES INC. (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, DONALD LUXTON & ASSOCIATES INC. (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 DONALD LUXTON & ASSOCIATES INC. (vendor name).

Signature:



Name and Title:

DONALD LUXTON, principal

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
ANNEX 4 - VENDOR SUSTAINABILITY QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

REQUEST FOR PROPOSALS NO. P520140449
HERITAGE ACTION PLAN
ANNEX 4 - VENDOR SUSTAINABILITY QUESTIONNAIRE

c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) ☐ Yes ☒ No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy ☐ Yes ☒ No

b) We have an environmental management system registered to ISO 14001 ☐ Yes ☒ No

c) We have a system registered, certified or recognized by another standard (e.g. EMAS) ☐ Yes ☒ No
 Please specify _____

d) We have a non-registered audited environmental management system ☐ Yes ☒ No

e) We conduct compliance audits to health, safety and environmental legislation ☐ Yes ☒ No

f) We produce a publicly available annual environmental, CSR, sustainability or accountability report ☐ Yes ☒ No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy ☐ Yes ☒ No

b) We publicly report our GHG emissions ☐ Yes ☒ No

c) We have set publicly available GHG reduction targets ☐ Yes ☒ No

d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target ☐ Yes ☒ No

e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use ☐ Yes ☒ No

f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program) ☐ Yes ☒ No

g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions ☐ Yes ☒ No

h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible ☐ Yes ☒ No
 Please specify the verification System: _____

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy ☐ Yes ☒ No

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
ANNEX 4 - VENDOR SUSTAINABILITY QUESTIONNAIRE

b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled: _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy A copy of reduction targets and related results A copy of third party audit/verification



REQUEST FOR PROPOSALS

HERITAGE ACTION PLAN

RFP No. PS20140449

Issue Date: May 29, 2014

Issued By: City of Vancouver

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
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REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring a consultant to complete work identified in the *Heritage Action Plan* Report (“HAPL Report”), <http://former.vancouver.ca/ctyclerk/ccclerk/20131204/documents/ptec8.pdf>. Details of the City’s objectives and requirements to which the RFP relates are set out in PART B of the RFP. The City welcomes Proposals respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that should be contained in each Proposal.
 - (c) **PART C - PROPOSAL FORM:** This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
 - (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
PART A - INFORMATION AND INSTRUCTIONS

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates (Table 1):

Table 1

Event	Time and Date
Deadline for Enquiries	June 12, 2014 at 3:00 p.m.
Closing Time	June 26, 2014 at 3:00 p.m.

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Lea Raymond, Buyer
lea.raymond@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER. SEE SECTION 11.2(l), (m) and (n) BELOW FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("HERITAGE ACTION PLAN - PS20140449") to the following address:

City of Vancouver
Supply Management, Financial Services
453 West 12th Avenue
Vancouver, British Columbia
Canada V5Y 1V3

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada V5Y 1V4

4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

4.4 Proposals must not be submitted by fax or email.

4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.6 The City requests that five hard copies and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.

REQUEST FOR PROPOSALS NO. PS20140449
HERITAGE ACTION PLAN
PART A - INFORMATION AND INSTRUCTIONS

- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in PART B of the RFP.
- 4.11 The City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at:
<http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 CONTRACT REQUIREMENTS**
- 6.1 In addition to addressing the other requirements of PART B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.
- 7.0 PRICING**
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency.
- 8.0 EVALUATION OF PROPOSALS**
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in PART B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in PART B or elsewhere in the RFP.

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8.3 EVALUATION CRITERIA

1. Company Profile and Related Work Experience

- a. Heritage conservation;
- b. History of the City and the development of Historic Context Statements and Statements of Significance;
- c. Public Consultation;
- d. Land Economics;)
- e. Zoning and Land Use; and
- f. Legal (regulation, by-laws and charters).

2. Key Personnel, Related Work Experience and References; and

3. Demonstrated understanding of the Scope of Work, Methodology, Work Plan and proposed Timeline.

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

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

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

8.7 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.

8.8 The City may request that any proposed subcontractors undergo evaluation by the City.

8.9 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.

8.10 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:

- (a) accept any Proposal;
- (b) reject any Proposal;
- (c) reject all Proposals;
- (d) accept a Proposal which is not the lowest-price proposal;
- (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
- (f) reject a Proposal even if it is the only Proposal received by the City;
- (g) accept all or any part of a Proposal;
- (h) split the Requirements between one or more Proponents; and

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- (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 SUSTAINABILITY

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.
- 9.3 Vendors shall complete the SUPPLIER CODE OF CONDUCT provided in ANNEX 3 and the VENDOR SUSTAINABILITY QUESTIONNAIRE provided in ANNEX 4 to the RFP.

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (PART C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:
 - (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
 - (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.

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- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (d) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (e) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to determine whether and to

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what extent the Proponent can be given consideration in the RFP in light of the particular matter.

- (m) Each Proponent 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 RFP 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 Proponent can be given consideration in the RFP in light of the particular matter.
- (n) Each Proponent must disclose whether the Proponent 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 entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent 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 RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (q) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.
- (r) Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Actions"** means the actions as described and numbered in the *Heritage Action Plan* report approved by Council on December 4th, 2013. Not all actions noted in the report are included in the scope of the RFP. Only the actions described herein are to be addressed by the Proponent.
- (b) **"Advisory Panel"** means the group of individuals who represent a wide number of

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groups, interests and perspectives who will advise and provide direction to the Proponent's team at key intervals. The group will be assembled by the City and may vary in terms of membership at various stages depending on what Part is under review. Members of the Panel will not be involved in the development of the reports other than to offer advice and direction (membership will be determined once the Proponent is selected to ensure there is no conflict in this regard).

- (c) **"Agreement"** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (d) **"Character Buildings"** means the buildings constructed prior to 1940, or identified as having particular aesthetic qualities or features. The term is generally used to refer to houses but may include other types of buildings in some cases.
- (e) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (f) **"Evaluation Methodology"** means the current methodology used for assessing heritage value and addition to the Register in the A, B, or C category (the methodology document will be provided by the City if requested by the Proponent).
- (g) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (h) **"HAPL"** means the *Heritage Action Plan* approved by Council on December 4, 2013, also referred to as the HAPL Report.
- (i) **"Heritage Building Revitalization Program (HBRP)"** means the program described under the *Heritage Building Rehabilitation Program Policies and Procedures for Gastown, Chinatown, Hastings Street Corridor and Victory Square*. See: <http://former.vancouver.ca/commsvcs/guidelines/H009.pdf>
- (j) **"Heritage Conservation Area (HCA)"** has the meaning prescribed in the *Vancouver Charter*.
- (k) **"Heritage Conservation Program"** means the various by-laws, guidelines and *Vancouver Charter* provisions which are intended to achieve retention of Heritage Resources in the City.
- (l) **"Heritage Designation"** means a building or heritage feature protected by a Designation By-law as provided for in the *Vancouver Charter*.
- (m) **"Heritage Incentive Program"** means the set of tools, provisions and processes which encourage owners to retain and rehabilitate Heritage Resources. See: <http://vancouver.ca/home-property-development/how-we-protect-heritage-properties.aspx>
- (n) **"Heritage Resource"** means a thing which might have heritage value and which can include buildings, structures, landscape and spatial arrangements, transportation corridors and archaeological sites. A Heritage Resource may currently be listed on the Vancouver Heritage Register or may be a potential candidate for addition to the Vancouver Heritage Register.
- (o) **"Heritage Value"** means an aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present and future generations.
- (p) **"Historic Context Statement (HCS)"** means the summary description of an area's formation and evolution. The area may be a single neighbourhood or a series of neighbourhoods, or it may be a wider-reaching statement applicable to the entire city with focus on a particular era or some other aspect of its development. It may incorporate any combination of socio-cultural, economic, spiritual and aesthetic components and describe how each contributes to the development pattern and built

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form of the area. Its purpose is to plan for and manage those significant historic resources, both collectively and individually by understanding where the significance lies. An HCS is to identify a set of **Themes** from which **Heritage Values** are derived and from which lists of **Heritage Resources** and **Priority Resources** are developed.

- (q) **"HRA"** means the Heritage Revitalization Agreement as provided for in the *Vancouver Charter*.
- (r) **"Phase"** means work which addresses a set of **Actions** stipulated in the **HAPL Report**. A phase may be further divided into a **Sub-Phase**.
- (s) **"Priority Resources"** means resources which relate to the **Themes** of an area which are of important historic or heritage value (currently identified or unidentified).
- (t) **"Program"** means the entire scope of Requirements set out in this RFP.
- (u) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (v) **"Proposal"** means a proposal submitted in response to the RFP; and
- (w) **"Proposal Form"** means the form contained in PART C of the RFP.
- (x) **"Public Stakeholders"** means a group of individuals who represent various heritage and community interests in the City.
- (y) **"Report"** means a written document meeting the City's objectives and requirements for work specified in this RFP, but may include related documents, products and actions.
- (z) **"Statement of Significance (SOS)"** means a short document which summarizes the description of a place, **Heritage Value** and character-defining elements of each historic place. An SOS reflects modern values concerning history and historic places and identifies what part of history a historic place represents and how and why that is of value and importance today. See:
<https://www.for.gov.bc.ca/ftp/heritage/external!/publish/web/Guidelines%20for%20Writing%20Statements%20of%20Significance.pdf>
- (aa) **"Technical Advisory Committee"** means a City staff committee comprised of individuals from various departments and groups within the City who are involved in heritage development and building permit applications and related areas.
- (bb) **"Themes"** means major "story-lines" for Vancouver which can broadly be grouped into the following categories for purposes of this RFP.
 - (i) Environment and Ecology;
 - (ii) First Nations / Aboriginal / Immigration / Settlement;
 - (iii) Social and Community Development;
 - (iv) Economic Development;
 - (v) Cultural Development;
 - (vi) Urban Form and Character; and
 - (vii) Transportation / Infrastructure.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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HERITAGE ACTION PLAN
PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

1.0 CITY REQUIREMENTS

- 1.1 The City has the following objectives and requirements (together, the “Requirements”):
- 1.2 The Proponent is to broadly address the following **Actions** described in the HAPL Report. Note: for clarity, the original action numbers (#) are used:
- a) Action # 2 - Simplify and Streamline Approval Processes for Retention;
 - b) Action # 3 - Increase Demolitions Fees for pre-1940 Houses;
 - c) Action # 5 - Update the Vancouver Heritage Register;
 - d) Action # 6 - Amend RS District Schedules and Zoning Regulations (Using RT District Schedules) as a Model to Encourage Heritage Retention;
 - e) Action # 7 - Review and Update the First Shaughnessy Official Development Plan (FS ODP); and
 - f) Action # 9 - Examine Incentive Program for Applicability Elsewhere.
- 1.3 The Proponent is to complete three **Phases** of work as further outline in ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS, which have overlapping and staggered deadlines.
- 1.4 In the case of each **Phase** the general purpose is to concentrate on new or alternative provisions. Existing provisions which are not proposed to be changed or amended may be summarized as necessary.
- 1.5 The Proponent will also be required to develop a public consultation program for the HAPL. The public consultation component of the work is to allow for stakeholders ranging from individuals to organizations to participate. Appendix 6 for contains a draft framework for the consultation process. The proposal should address the public consultation components in the draft framework with particular attention on the engagement of the broad public via an online survey or similar tool.
- 1.6 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 2.1 Each Proposal should have:
- a) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal;
 - b) a detailed table of contents; and
 - c) an executive summary no more than one page long.
- 2.2 Each Proposal should contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this PART B and the numbered paragraphs and sections of ANNEX 1 to the RFP.
- 2.3 Each Proposal should contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which should be in accordance with PART A of the RFP and, which should include completed tables in the form set out in Section 2.5 below.
- 2.4 Maximum fees and disbursements for each **Phase** are required to be submitted in separate tables using the form under Table 2 below. Note: not all tasks may be involved in a specific **Phase**.)

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

2.5 Table 2 - Maximum Fees and Disbursements

PHASE _____: MAXIMUM FEES AND DISBURSEMENTS							
#	Work Task/Phase/ Deliverable	Team Members	Activity/Role	Hrs	Hourly Rate	Disbursement Amount	Fees
1.	Research, Preparation						
2.	Total Meetings/ Reviews (Advisory etc.)						
3.	Total Public Consultation						
4.	Analysis and draft recommendations / report preparation						
5.	Refinement and first draft of final copy						
6.	Submission of final report and related products						
	Sub-totals						
	Maximum Fees and Disbursements						

- 2.6 All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 2.7 Reference should be made to the foregoing Section 1 of this PART B and ANNEX 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.
- 2.6 Each Proposal should contain a section titled "Proponent Overview," which should provide a description of the Proponent's company, purpose and history of successes.
- Each Proposal should contain a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements.
- 2.7 If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility as well as experience and past successes. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.8 A team leader is to be identified who will be the primary contact. Not all team members need be involved in each report and there is no minimum or maximum size of the team.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

- 2.9 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving:
- a. Heritage Conservation
 - b. History of the City and the development of Historic Context Statements and Statements of Significance;
 - c. Public Consultation;
 - d. Land Economics;
 - e. Zoning and Land Use; and
 - f. Legal (regulation, by-laws and charters)
 - g. Graphic / presentation skills and skills in setting up web-based information gathering sites including:
 - i) photography; and
 - ii) graphic support for displays and materials.
 - h. Extraction of key elements:
 - i) critical / analytical writing; and
 - ii) ability to assess a complex set of issues and zero in on key elements with a goal to maximizing balance where competing interests or conflicts are identified.
- 2.7 Each Proposal should contain a section titled "References," which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.8 Each Proposal should contain a section titled "Subcontractors," which should list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.10 Each Proposal should contain a section titled "Work Plan," which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the "Technical Proposal" section where appropriate.
- 2.11 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal should contain a section titled "Sustainability," wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form (Table 3):

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

Table 3

Sustainability Initiative	Description	Details
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.
Response		
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions
Response		
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.
Response		
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).
Response		
e. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills..
Response		
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.
Response		

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

- 2.12 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.
- 2.13 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.14 Each Proponent should note Section 9 of Appendix 1 to PART C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.15 The sections of each Proposal should be arranged in the order in which they are referred to in this PART B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.16 [Each Proponent should submit with its Proposal a Certificate of Existing Insurance, in the form of ANNEX 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 5 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
- 2.17 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 6 of the Form of Agreement.
- 2.18 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

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HERITAGE ACTION PLAN
PART C - PROPOSAL FORM

PROPOSAL FORM
RFP No. PS20140449 - HERITAGE ACTION PLAN (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1.0 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

- 1.1 These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2.0 DEFINITIONS

- 2.1 In this Appendix 1, the following terms have the following meanings:

- (a) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) **"Contract"** means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) **"Losses"** means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) **"Proponent"** means the legal entity which has signed the Proposal Form, and **"proponent"** means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) **"Proposal"** means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and **"proposal"** means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) **"Proposal Form"** means that certain PART C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) **"RFP"** means the document issued by the City as Request for Proposals No. PS20140449 - HERITAGE ACTION PLAN, as amended from time to time and including all addenda.

3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY

- 3.1 Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4.0 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

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PART C - PROPOSAL FORM

5.0 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.6 Acceptance or Rejection of Proposals

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

6.0 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal;

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addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7.0 DISPUTE RESOLUTION

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

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

8.0 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

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PART C - PROPOSAL FORM

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (c) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (d) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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PART C - PROPOSAL FORM

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10.0 NO PROMOTION OF RELATIONSHIP

- 10.1** The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11.0 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

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PART C - PROPOSAL FORM

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title



PROFESSIONAL SERVICES AGREEMENT

HERITAGE ACTION PLAN

PLANNING AND DEVELOPMENT SERVICES - URBAN DESIGN - HERITAGE
Agreement # PS20140449

PART A - AGREEMENT DETAILS

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

[NAME OF CONSULTANT]
[address of Consultant]

(the "Consultant")

OF THE SECOND PART

BACKGROUND:

- A. The City requires the professional services described below, and desires to engage the Consultant to perform the services.
- B. The Consultant has agreed to perform the services in accordance with the terms and conditions contained in this Agreement.

1.0 PROJECT MANAGERS

- 1.1 The City's Project Manager for this Agreement is as follows:

[-]

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HERITAGE ACTION PLAN
PART D - FORM OF AGREEMENT

1.2 The Consultant's Project Manager for this Agreement is as follows:

[-]

2.0 SERVICES

2.1 The "Services" will consist of the services described in the following documents (and those subsequently included upon the request or instruction of the City's Project Manager pursuant to Part B, Section 3.0 - *Changes to Scope of Service*, if any):

(a)

(b)

2.2 All of which documents are now deemed to be attached to and form an integral part of this Agreement whether or not actually attached to this Agreement. In the event of any conflict or inconsistency, the terms of Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* will be given priority, followed by the terms of this Part A - *Agreement Details*, followed by the above-noted documents, in the order set forth above.

3.0 DELIVERABLES/AGREEMENT PRICE

The following Table 1 describes each Deliverable and sets out the maximum fees and expenses for each Deliverable and is to be read in conjunction with Part B, Section 2.0 - *Basis of Payment to Consultant*.

Table 1

Deliverables Description	Maximum Fees for Deliverable (fixed dollar amount or % of total)	Maximum Expenses
"Agreement Price" (Maximum Fees and Expenses) excluding applicable taxes, as per Part B, Section 2.1		

3.1 Pursuant to Part B, Section 2.2 - *Hourly (or Daily) Rates/Unit Rates Fixed*, the Consultant now confirms that the following hourly rates apply for the following Consultant's Personnel:

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Table 2

Name/Title	Area of Responsibility/ Description of Services Provided	Hourly Rate

4.0 KEY PERSONNEL

Pursuant to Part B, Section 1.6 - *Key Personnel*, the following individuals are now designated "key personnel":

Table 3 - Key Personnel

Name/Title	Area of Responsibility/Description of Services Provided
r	

5.0 PROJECT SCHEDULE

Pursuant to Part B, Section 1.7 - *Project Schedule*, the following Project Schedule will apply to the Services:

Table 4 - Project Schedule

Deliverable	Completion Deadline
Report #1	
Final Report	

6.0 CONFLICT OF INTEREST/LOBBYIST REGISTRATION DISCLOSURE

Pursuant to Part B, Section 17 - *Conflict of Interest/Lobbyist Registration Disclosure*, the Consultant has the following exceptions regarding conflict of interest or lobbyist registration:

This Agreement is between the City and the Consultant and consists of this Part A - *Agreement Details*, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* and any documents referred to in any of these sections. If there is any conflict between these sections, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms*, will take precedence. The Consultant acknowledges that it has read and understands this Agreement.

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AS EVIDENCE OF THE CITY'S AND THE CONSULTANT'S agreement to be legally bound by the terms of this Agreement, the City and the Consultant have signed where indicated below and delivered this Agreement to each other effective as of [-].

CITY OF VANCOUVER
by its authorized signatory:

[insert name],
[insert job title]

[LEGAL NAME OF CONSULTANT - to exactly match name on insurance, WorkSafeBC and business licence]
by its authorized signatory(ies):

[Name and Title]

[Name and Title]

PART B - PROFESSIONAL SERVICES TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES TO THE CITY

1.1 Defined Terms

Capitalized words and terms used in this Agreement have the meanings given to them in Part C - *Defined Terms*.

1.2 Effective Date

This Agreement will take effect and become legally binding on the parties once it is signed and delivered by both the City and the Consultant.

1.3 Provide Services

The Consultant now agrees to provide and be fully responsible for the Services.

1.4 No Contracting Out Without Consent

The Consultant will not engage sub-consultants or otherwise assign, sub-contract or let out as task work any part of the Services, unless the Consultant has obtained the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

1.5 Quality of Service

The Consultant represents and warrants that, it has the necessary skill, ability, experience, personnel and other resources to perform the Services, and that it will perform the Services:

- (a) with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to the Services,
- (b) in accordance with sound current professional practices,
- (c) in conformance with the latest standards and codes prescribed by professional and regulatory bodies in the applicable profession, field or discipline, and
- (d) in accordance with the requirements of this Agreement, and any requests or instructions of the City's Project Manager made/given pursuant hereto.

1.6 Key Personnel

The Consultant will furnish all personnel required to perform the Services, and all such personnel will be competent and qualified to perform the Services. Where specific key personnel have been named as such in Part A, Section 4.0 - *Key Personnel*, such key personnel will not be replaced with other personnel without the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

1.7 Project Schedule

The Consultant will commence the Services promptly and will carry out the Services in accordance with the Project Schedule.

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PART D - FORM OF AGREEMENT

2.0 BASIS OF PAYMENT TO THE CONSULTANT

2.1 Maximum Fees and Expenses - Agreement Price

This Agreement is a “time and materials” contract subject to an upset price maximum. Accordingly, despite any other term of this Agreement (except for Part A, Section 3.0 - *Deliverables/Agreement Price*) the maximum fees and expenses payable by the City to the Consultant for the Services is the amount set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* (the “Agreement Price”).

2.2 Hourly (or Daily) Rates/Unit Rates Fixed

All hourly (or daily) rates and unit rates set out in this Agreement will remain fixed until the completion of the Services and may not be increased by the Consultant for any reason.

2.3 Basis of Payment

In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms of this Agreement, the City will pay the Consultant the fees and expenses set out in this Agreement, plus applicable taxes.

2.4 “Time and Materials” Agreement

Subject to the other terms of this Agreement, payment to the Consultant will be based on:

- (a) hours worked by the Consultant’s Personnel in providing the Services multiplied by the applicable hourly charge-out rate for that personnel as set out in Table 2 of Part A, Section 3.0 - *Deliverables/Agreement Price*; and
- (b) the direct out-of-pocket expenses necessarily incurred in providing the Services and expressly permitted to be charged separately under this Agreement.

2.5 Deliverable Price is Maximum

Despite anything to the contrary in this Agreement (except Part A, Section 3.0 - *Deliverables/Agreement Price*) the maximum fees and expenses to be paid by the City to the Consultant for each Deliverable will not exceed the amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for that Deliverable, and accordingly:

- (a) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable is less than the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price*, the City will only pay for the aggregate of the time and materials at the hourly (or daily) rates for fees and the unit rates for expenses;
- (b) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable exceeds the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for that Deliverable, the City will only pay the maximum fees and expenses amount set out there for that Deliverable; and
- (c) the Consultant will only invoice for, and the City will only be obligated to pay, a maximum of 90% of the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for each Deliverable, with the remaining ten percent being a performance security holdback retained by the City, and which the City will be

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obligated to pay once all Deliverables have been completed in accordance with the terms and conditions of this Agreement and accepted by the City's Project Manager.

2.6 Services Obligations included in Agreement Price

The Agreement Price and maximum amounts of fees and expenses as set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

2.7 Permitted Expenses

Subject to the maximum liability of the City under Part A, Section 3.0 - *Deliverables/Agreement Price*, expenses for which the City will reimburse the Consultant will be limited to the following:

- (a) transportation costs, for any of the Consultant's Personnel to travel to meetings requested by the City's Project Manager at locations other than the Consultant's offices or the City's premises within the City of Vancouver, is not to exceed \$0.41 per kilometre to a maximum of 10 kilometres one way. No accommodation, food or other travel related expenses will be reimbursable;
- (b) long distance telephone calls;
- (c) photocopies to a maximum of \$0.20 per page; and
- (d) delivery of reports, documents, drawings or correspondence by courier, where this method of delivery has been requested by the City's Project Manager.

Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

All other expenses not listed above are now deemed to be expressly included in the Consultant's fees.

If the Consultant has engaged Sub-Consultant(s), then the Consultant will make full payment to those Sub-Consultant(s) for work performed in relation to the Services.

2.8 Sub-Consultant Services all-inclusive unless Change Order

Where the City and Consultant have expressly stated in Part A - *Agreement Details* (or by Change Order) that certain Services to be performed by a Sub-Consultant are to be paid for separately from the other Services, the City will reimburse the Consultant for payments made to such Sub-Consultant(s) at amounts equal to the actual payments made to that Sub-Consultant by the Consultant without any additions for overhead and profit.

2.9 Interim Invoices

The Consultant will, no later than the 25th of the month, provide to the City's Project Manager a draft invoice with the attached detailed account of all charges, to be claimed by the Consultant for the current month. The City's Project Manager shall review, raise any concerns with the Consultant within ten working days and, after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Consultant will submit the final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757,

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349 West Georgia Street, Vancouver, BC, V6B 0L5, or by email to APCentral@vancouver.ca.
The invoice must contain:

- (a) Consultant name, address and telephone;
- (b) City purchase order number;
- (c) City Project Manager and department;
- (d) invoice number and date; and
- (e) GST registration number.

Each invoice will list the names, hours worked and hourly (or daily) rates of all Consultant's Personnel that have provided Services for each Deliverable that month, the total amount of previous payments made by the City for each Deliverable, the percentage completion for each Deliverable, a holdback of ten percent from the invoice and, for the purposes of showing the 90% limit on each Deliverable referred to in Section 2.5(c) above, the percentage that all invoices to date bears to the total maximum fees and expenses for each Deliverable.

Each invoice will show separately the applicable taxes.

Attached to each invoice will be copies of:

- (a) invoices for all expenses claimed, categorized according to Deliverable;
- (b) confirmation of payments made to Sub-Consultant(s) for the previous month for each Deliverable; and
- (c) a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete each Deliverable.

2.10 90% Limit on Time & Materials Payments Until Completion

Despite anything to the contrary in this Agreement:

- (a) the City will never be obligated to pay the Consultant a greater percentage of total fees and expenses than the degree of percentage completion of each Deliverable as set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price*; and
- (b) the City will never be obligated to pay more than 90% of the fees and expenses actually owing on any monthly invoice until after all Deliverables have been completed in accordance with the terms and conditions of this Agreement and accepted by the City's Project Manager, and then the aggregate of the ten percent holdbacks will become due.

2.11 Review of Invoice

If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoice(s), for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, PROVIDED, that the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 calendar days of approval.

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2.12 Records Requirements

The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all expenses and percentage amounts of work completed. All such accounts and records will not be disposed of by the Consultant without the prior written consent of the City's Project Manager. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

2.13 Taxes/Currency

The Agreement Price is expressed and payable in Canadian dollars and is exclusive of any applicable taxes.

3.0 CHANGES TO SCOPE OF SERVICES

The City's Project Manager may, at any time and from time to time and without invalidating this Agreement, require a change to the Services and/or the Project Schedule. Should the Consultant consider that any such request or instruction constitutes a change warranting amendment of the Agreement Price or Project Schedule, the Consultant must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) Business Days of such request or instruction. In that case, the maximum Agreement Price and/or Project Schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City's Project Manager may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the Agreement Price and to be subject to the Project Schedule.

4.0 RELEASE AND INDEMNIFICATION

4.1 Release

The Consultant now releases the City and the City's Personnel from all Losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Consultant or the Consultant's Personnel in connection with their performance of the Services.

4.2 Acceptance "As Is"

In undertaking the Services, the Consultant acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Consultant's Personnel.

4.3 Indemnity

Despite any insurance which may be placed by the City, the Consultant now indemnifies and will indemnify and save harmless the City and the City's Personnel from and against all Losses that the City or the City's Personnel may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Agreement, that arise out of any act or failure to act of the Consultant or the Consultant's Personnel under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Losses are caused by errors, omissions or negligent acts of the City or the City's Personnel.

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4.4 Separate from Other Remedies and Rights

This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law.

4.5 Survival of Release/Indemnity

This Section 4.0 will survive the completion of the Services or sooner cancellation of this Agreement.

5.0 INSURANCE

5.1 Required Types/Amounts

Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than \$1,000,000 per claim, an aggregate of not less than \$1,000,000 and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's Personnel in the performance of the Services; and
- (b) a Commercial General Liability insurance policy with limits of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured.

5.2 Required Policy Terms

All required insurance policies will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and will:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice;

for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

5.3 Insurance Certificate

Prior to signing this Agreement, the Consultant will provide the City's Project Manager with 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, number,

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policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such Certificate(s) of Insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

5.4 Sub-Consultant's Insurance

The Consultant will provide in its agreements with its Sub-Consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed Certificates of Insurance for the policies of its Sub-Consultants (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

5.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-Consultants will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

5.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-Consultants in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

6.0 WORKSAFEBC REQUIREMENTS

6.1 Maintain Coverage - General

The Consultant will carry and pay for full WorkSafeBC coverage for itself and all the Consultant's Personnel engaged within British Columbia in the performance of the Services, failing which the City has the unfettered right to set off and withhold the amount of any unpaid premiums, assessments and/or penalties for such WorkSafeBC coverage against any amounts owing by the City to the Consultant pursuant to this Agreement, until all amounts payable to WorkSafeBC have been paid in full.

6.2 Provide Evidence of Coverage - General

On request, the Consultant will provide the City's Project Manager with the Consultant's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Consultant is registered in good standing with WorkSafeBC and that all amounts owing to Work Safe BC have been paid to date, prior to the City having any obligation to pay any invoice under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of Losses arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe the safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

7.0 CITY APPROVALS

No reviews or approvals carried out or information supplied by the City or the City's Personnel will derogate from the duties and obligations of the Consultant, and all responsibility related to the Services will be and remain with the Consultant.

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8.0 CANCELLATION

The City (through the City's Project Manager) may at any time, in its sole discretion, whether or not the Consultant is in default, cancel this Agreement in whole or in part by giving 5 Business Days' prior written notice to the Consultant. Where the Consultant is not in default and the City cancels this Agreement, the City will pay the Consultant at the rates set out in this Agreement for all Services properly performed to the date of the delivery of the cancellation notice (subject to the terms of this Agreement) plus necessary and reasonable wind up costs incurred, if any, in respect to the cancellation. However, in no event will the Consultant be entitled to compensation for wind up costs which exceed ten percent of the remaining balance of the Agreement Price as at the date of cancellation.

9.0 CONFIDENTIALITY

The Consultant acknowledges that, in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the City, and that such information is the exclusive property of the City. The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose same to any third party either during or after the performance of the Services under this Agreement, without the express prior written consent of the City's Project Manager.

10.0 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

10.1 Ownership

All reports, drafts, data, drawings, audiovisual materials, information, plans, models, designs, specifications and other documents or products produced, received or acquired by the Consultant as a result of the provision of the Services (the "Material") will be the sole property of the City, and the City will have the right to utilize all of the Material for its benefit in any way it sees fit without limitation.

10.2 Time of Delivery

The Material will be delivered by the Consultant to the City's Project Manager immediately on the expiration or sooner cancellation of this Agreement, provided that the City's Project Manager may, at any time or times prior to the expiration or sooner cancellation of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City's Project Manager of all or any part of the Material, in which event the Consultant will immediately comply with such request.

10.3 Patent and Copyright

- (a) The Consultant now transfers title in and to the Material and assigns to the City sole copyright in the Material. The Consultant agrees that title to the Material is to be considered to have been transferred, and any copyright in the Material is to be considered to have been assigned by the Consultant to the City upon creation of the Material. The Consultant now irrevocably waives, in favour of the City, the Consultant's moral rights in respect of the Material. The Consultant will obtain in writing, from the Consultant's Personnel or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Material to the City.

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- (b) The Consultant now represents and warrants that the portion of the Material produced by the Consultant will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11.0 NON-RESIDENT WITHHOLDING TAX

- 11.1 If the Consultant is a non-resident of Canada, as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation unless a Canada Revenue Agency waiver has been provided to the City within the time limits required under the Canada Revenue Agency administrative guidelines as in effect from time to time, and in any event, prior to payment of an invoiced amount.
- 11.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 11.3 The Consultant shall indemnify the City for any Losses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

12.0 CITY BUSINESS LICENCE

The Consultant will comply at all times with the City of Vancouver License By-law.

13.0 RESOLUTION OF DISPUTES

This Agreement will be governed by the laws of British Columbia and the parties now irrevocably attorn to the jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution.

14.0 INDEPENDENT CONSULTANT

This Agreement is a contract for services and the Consultant and the Consultant's Personnel, are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

15.0 NO ASSIGNMENT

The Consultant will not assign, either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Consultant), this Agreement or any right of the Consultant under this Agreement, without the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

16.0 NO PROMOTION

The Consultant must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City's Project Manager (except as may be necessary for the Consultant to perform the Consultant's obligations under the terms of this Agreement). The Consultant undertakes not to use the name, official emblem, mark, logo or mascot of the City, including without limitation, the use of "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference or

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means of promotion or publicity to any of the foregoing, without the express prior written consent of the City's Project Manager. Furthermore, the Consultant undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Consultant and the "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", or "Vancouver Board of Parks and Recreation".

17.0 CONFLICT OF INTEREST/LOBBYIST REGISTRATION DISCLOSURE

17.1 Conflict of Interest

- (a) The Consultant agrees that until 90 calendar days after completion of the Services, the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person whether or not a client of the Consultant's. The Consultant now acknowledges that a breach of this Section 17.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada and accordingly could be punishable as a crime and not merely as a breach of contract.
- (b) The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - (i) an elected official or employee of the City, or
 - (ii) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration or this Agreement or the performance of the Services,

except as expressly disclosed in Part A - *Agreement Details*, and now agrees that if at any time prior to 90 calendar days after completion of the Services such declarations or representations cease to be true, complete and accurate, the Consultant will notify the City's Project Manager immediately.

17.2 Lobbyist Registration Disclosure

The Consultant now confirms and warrants that neither it nor any of its Sub-Consultants, nor any of their respective officers, directors, shareholders, partners or employees is registered as a lobbyist under any lobbyist registration legislation in any jurisdiction in Canada or the United States of America, except as expressly disclosed in Part A - *Agreement Details*, and now agrees that if at any time prior to 90 calendar days after completion of the Services such declarations or representations cease to be true, complete and accurate, the Consultant will notify the City's Project Manager immediately.

18.0 NOTICES

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party c/o its Project Manager at the respective address specified in Part B, Section 1.0 - *Section Managers*, or to such other address in Canada as either party may specify in writing to the other. Any such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there

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be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

19.0 TIME OF ESSENCE

Time will be of the essence of this Agreement.

20.0 FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, if an Event of Force Majeure occurs or is likely to occur, the party whose performance is affected thereby will promptly notify the other party of the particulars of the relevant event or circumstances and, if reasonably possible, supply supporting evidence. The parties will use their reasonable best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the party which is the employer affected) and to resume, with the least possible delay, their compliance with their respective duties, covenants and obligations under this Agreement. Neither the City nor the Consultant will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants or obligations hereunder if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligation hereunder will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure, unless otherwise agreed in writing by the parties hereto.

21.0 LEGAL EFFECT/ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and will benefit and bind each party and their successors and permitted assigns.

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PART C - DEFINED TERMS

1.0 DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

- (a) “Agreement” means this agreement as set out in Part A - *Agreement Details*, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* and any attachments, all as may be amended from time to time as contemplated hereby;
- (b) “Agreement Price” has the meaning set out in Part B, Section 2.1 - *Maximum Fees and Expenses - Agreement Price*;
- (c) “Business Day” means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia);
- (d) “Certificate(s) of Insurance” means certificate(s) of the type provided to the Consultant by the City and required to be completed pursuant to Part B, Section 5.0 - *Insurance*;
- (e) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (f) “City’s Personnel” means the City’s and the City’s contractors’ (other than the Contractor’s) directors, officials, officers, employees, agents, licensees and invitees and includes where the context permits, the Vancouver Police Board, Vancouver Public Library Board, Vancouver Board of Parks and Recreation, and all officials, officers, employees and other agents of each of the same;
- (g) “City’s Project Manager” means the City’s employee or representative (or any replacement or delegate of that person) who is authorized to deal with the Consultant on behalf of the City in connection with the Services and to make decisions in connection with this Agreement, as identified in Part A, Section 1.0 - *Project Managers*;
- (h) “Consultant” means the entity defined as such on the front page of Part A of the Agreement;
- (i) “Consultant’s Personnel” means the Consultant’s and the Sub-Consultants’ respective partners, principals, directors, officials, officers, employees, agents, licensees and invitees;
- (j) “Consultant’s Project Manager” is the Consultant’s employee or representative who has the overall responsibility for the successful planning and execution of the Services and who is authorized to deal with the City on behalf of the Consultant in connection with the Services and to make decisions in connection with this Agreement, as identified in Part A, Section 1.0 - *Project Managers*;
- (k) “Deliverable” means the Services completion/payment milestones specifically identified as such in Part A, Section 3.0 - *Deliverables/Agreement Price*;
- (l) “Event of Force Majeure” means acts of God or public enemy (including criminals and terrorists), wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or

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lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued nor any such labour disputes occasioned as a result of an act or omission of the Consultant, or anyone employed or retained by the Consultant), freight embargos or power failures, PROVIDED that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Consultant's lack of funds or financial condition;

- (a) "GST" means the tax payable and imposed pursuant to part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (m) "Losses" means all:
 - (i) direct and indirect, as well as;
 - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and expenses, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (n) "Material" has the meaning set out in Part B, Section 10 - *Ownership of Copyright and Documents*;
- (o) "Personnel" means, depending on the context, the City's Personnel or the Consultant's Personnel;
- (p) "Project Schedule" means the schedule for delivery of the Services as set out in Part A, Section 5.0 - *Project Schedule*;
- (q) "Services" means the services described in Part A, Section 2.0 - *Services*;
- (r) "Sub-Consultant" means the independent consultants, agents, affiliates, associates, subcontractors and other third parties, if any, retained by the Consultant to assist in the performance of the Services;
- (s) "WorkSafeBC" means the entity formerly known as Workers Compensation Board (British Columbia) an entity created pursuant to the *Workers Compensation Act* (British Columbia) and any reference to "WorkSafeBC" requirements includes a reference to that Act as well as all regulations and directives enacted or issued from time to time pursuant to that Act, all as amended or replaced from time to time.

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

1.0 INTRODUCTION

- 1.1 On December 4th, 2013, Vancouver City Council approved the *Heritage Action Plan*, which responds to citizen and Council's desire to encourage and support heritage conservation in the City. A number of actions were approved in the *Heritage Action Plan Report* ("HAPL Report") <http://former.vancouver.ca/ctyclerk/cclerk/20131204/documents/ptec8.pdf> including the use of available tools to conserve the City's heritage resources.

2.0 BACKGROUND

- 2.1 Council has allocated resources to undertake the work and is the final approval authority. In making decisions, Council is to be fully informed about the options and the various community opinions regarding them. A single Proponent (also, Consultant) is to be contracted to complete certain work identified in the HAPL Report.

2.2 City Objectives

To select a single Proponent to complete work identified in the HAPL Report. Not all **Actions** described in the HAPL Report are the subject of this RFP (i.e. some **Actions** are being completed by other groups or have been completed.) The Proponent is to assemble a team with a broad range of expertise to address the various requirements. Key areas of knowledge or skills which will be considerations in the consideration of the award of the contract include:

- a) Heritage Conservation;
- b) History of the City and the Development of Heritage Context Statements and Statements of Significance;
- c) Public Consultation (including Communications and Public Presentations / Group Facilitation);
- d) Land Economics;
- e) Zoning and Land Use; and
- f) Legal (regulation, by-laws and charters).

Each of these reports will involve the following on behalf of the Proponent:

- a) Research and information gathering;
- b) Public consultation;
- c) Reporting out to staff and Advisory Groups;
- d) Developing a set of recommendations related to the required work;
- e) Assisting staff in the final presentation of the recommendations and conclusions to various groups, including City Council; and
- f) Completing work in a specified time framework with staggered deadlines.

2.3 Consultation Objectives

The consultation process is designed to allow active participation, to provide general information, to raise awareness and to manage expectation. A range of interested organizations will be consulted, interviewed and invited to participate in the Program. The Program will be managed by City staff in conjunction with the Proponent's team, who will be required to attend meetings with, and/or make presentations to various groups.

Should additional requirements be identified during the course of the work which are outside of the scope of this RFP, staff will approach the Proponent to make separate arrangements. Unless noted otherwise, the following will apply to meetings as outlined in this RFP:

- a) The City will make arrangements for location and refreshments;
- b) The City will take responsibility for notifying the various consultation groups of a meeting and for preparing agendas, unless the Proponent proposes otherwise and the City agrees to this;

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- c) The Proponent will take responsibility to prepare any required presentation material such as boards or Power Point presentations; and
- d) Where applicable, the City will take responsibility for providing comment sheets and for collecting and tabulating or summarizing comments.

3.0 SUMMARY OF REQUIREMENT

- 3.1 The Proponent is to assemble a team with a broad range of expertise to prepare series of reports organized in three phases with several sub-phases. The reports will provide for recommendation for various changes, improvements, and/or or updates to the City's Heritage Conservation Program, including an update of the Vancouver Heritage Register, and related work as stipulated in the HAPL Report. These recommendations will be reported to Council who may approve subsequent actions related to these recommendations including, but not limited to, amending by-laws and guidelines.

4.0 WORK SCOPE

4.1 PHASE 1: HERITAGE CONSERVATION PROGRAM

4.1.1 General:

Part 1 encompasses Actions #2, #3, and #9 of the **HAPL Report**. Property owners, developers, and advocates have been saying for some time that City processes are too long, and requirements too detailed, for heritage projects, and that zoning provisions, as well as other by-law provisions, do not encourage or provide enough incentive to carry forward with retention projects in many cases.

4.1.2 Purpose:

Phase 1 is to look at the current effectiveness of the City's **Heritage Conservation Program**, and recommend changes or amendments which addresses the Actions items noted above. Phase 1 is divided into two Sub-Phases, which relate to the Action items noted above. Sub-Phase 1 is to look at City processes, by-laws, and guidelines to improve heritage and **Character Building** retention. Sub-Phase 2 deals with the possibility of the expansion of tools designed for the **HBRP** areas (Gastown and Chinatown), and "best practices" from other jurisdictions, for site or projects where additional on-site density or other development permissions are not desirable or supportable.

4.1.3 Required Tasks:

The following apply to any sites involving existing buildings as well as those sites which have resources on them listed on Vancouver Heritage Register or have been identified as potential heritage resources (i.e. based on correspondence received from citizens, advocates, or advisory groups, or identified by staff in the course of receiving enquiries and applications). The work, which is to result in two reports, is grouped under two respective **Sub-Phases** (as described above):

i) *Sub-Phase 1.1:*

1. Examine "best practices" in other jurisdictions and consider whether they can or should be considered for implementation in Vancouver.
2. Identify permit processes where permit processing times could be improved or expedited for retention projects, and recommend possible processing changes.
3. Identify processes where permit requirements are a disincentive to retention and recommend changes.

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

4. Examine Sections 2 through 11 of the Zoning and Development By-law for changes which could improve retention options and processing /review times for heritage retention and recommend changes.
5. Review the Heritage Policies and Guidelines and the Transfer of Density Policy and Procedure for improvements and expanded provisions, as well as amendments to bring them up to date with current practices, and recommend changes.
6. Review development permit Fee Schedules (in the Zoning and Development By-law) and Building Permit fees to look for opportunity to adjust fees for heritage buildings which provide an incentive for retention and/or a disincentive for demolition.
7. Evaluate the current **Heritage Incentive Program** with respect to simplifying processes and requirements, as well as whether greater incentives for owners to carry forward with retention are warranted, and recommend changes.
8. Identify requirements of the current Vancouver Building By-law (VBBL) which create systemic, major “roadblocks”, or disincentives, for retention, where provisions do not exist in Part 10 of the VBBL and/or associated Appendices, and recommend a set of changes, concentrating on those which will have the biggest positive impact on retention.
9. Examine Section 9 of the Subdivision By-law to provide greater provisions for heritage retention and disincentives for demolition.
10. Examine the City’s processes for Heritage Designation and HRA approvals, within or outside of Rezoning applications (CD-1s) in concert with the provisions in the Vancouver Charter to look for ways to streamline requirements and processes (note: staff will provide relevant sections of the Charter if necessary).
11. Examine the Administrative and Regulatory provisions of the Downtown District and Downtown Eastside Oppenheimer District Official Development Plans (DD ODP and DEOD ODP respectively) to streamline heritage processes to align with current practice or with recommended amendments and recommend any proposed changes.

ii) *Sub-Phase 1.2:*

1. Review the Heritage Building Revitalization Program (HBRP) as to applicability in other areas of the City, concentrating on the tax incentive provisions (noting the possibility of importing “best practices” from other jurisdiction), and the current incentive approach.

4.1.4 Key Considerations:

i) *Sub-Phase 1.1:*

1. With respect Zoning and Development Bylaw administrative and general regulation provisions, look to streamline processes and requirements as much as possible.
2. Check recommendations to make allowance or provisions for sites where potential heritage values are identified, but which are not currently listed on the Vancouver Heritage Register.
3. For Subdivision applications, consider greater flexibility provisions for the Approving Officer which allow for building retention;

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4. Consider proposing that rezoning applications where heritage retention is a component may be processed as "combined" applications
5. Examine Proforma reviews for heritage incentive Parts (i.e. exempt heritage incentive applications for bonus density requests of less than 10% over permitted density).
6. Look to streamline the Administrative and regulatory provisions within the ODPs to align with recommendations and current practices regarding heritage projects;

ii) *Sub-Phase 1.2:*

1. One often-heard concern regarding heritage development projects is that for most areas, the only effective way to provide an incentive to an owner for heritage conservation is to provide for additional density or development permissions on-site. Options to keep a heritage building or site "as is" are often not viable, practical, or desirable in terms of impacts on character or heritage features and/ or surrounding properties. The HBRP tools (for Gastown and Chinatown) feature some compensation and incentive provisions which do not add development to a site, such as tax relief, the "heritage density bank", and grants (i.e. façade grants). The City is interested in exploring whether these provisions could "make sense" in other areas, and what the implications would be. Therefore, key areas to explore are:
 - a. Is the expandability of a property tax benefit provisions for other key heritage areas of the City viable (i.e. would a ten year tax exemption provision be a retention incentive for sites in single family zoning areas, and what are the implications in terms of City revenues)? An economic analysis is to be provided.
 - b. Is a limited grant system viable and under what conditions would an owner be able to apply for it (i.e. would heritage designation (protection) be required or would something like a time limited covenant be more appropriate). An economic analysis is to be provided.
 - c. Although there is a current hold on creating "bankable" transferable heritage density, would such a program be viable in other areas in the future. Look at possible additional "heritage precincts" for which this might be an option, and also look at the possibility of a limited City-wide program. Assess the density "capacity" implications of areas identified.
 - d. Identify any key areas for possible changes to the *Vancouver Charter* for future programs.

4.1.5 Public Consultation Considerations:

- i) Phase 1 encompasses a wide range of processes, provisions, and by-laws. The proponent should look to gather as much information from public stakeholders, and the general public, as possible, but in a resourceful and efficient manner, concentrating on areas where public input is most important or valuable.

4.1.6 Products:

- i) One report is required, with two parts, one for Sub-Phase 1.1 and one for Sub-Phase 1.2. The report is to be consistent with Section 1.3 of this ANNEX.

4.1.7 Key By-laws or documents:

- i) Zoning and Development By-law;

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- ii) Official Development Plans (except the First Shaughnessy ODP);
- iii) Vancouver Building By-law (within the scope of the Purpose noted above);
- iv) Subdivision By-law;
- v) Other By-laws including the Development Cost Levy By-law;
- vi) Transfer of Density Policies and Guidelines;
- vii) Heritage Policies and Guidelines
- viii) The City's various zoning strata title guidelines; and
- ix) The Vancouver Charter.

4.2 PHASE 2: UPDATE THE VANCOUVER HERITAGE REGISTER (VHR)

4.2.1 General:

Phase 2 encompasses Action #5 of the HAPL Report.

4.2.2 Purpose:

The Vancouver Heritage Register was last updated several decades ago. Over time, citizens, City staff and Council have identified the need for the Register to be updated to identify resources with a broader set of **Heritage Values**.

4.2.3 Required Tasks:

- i) Develop a City-wide **Historic Context Statement (HCS)**, including a set of City-wide **Themes** to better represent the current heritage values important to the City and its communities, including, but not limited to, social, cultural, historic, scientific, aesthetic, natural, and spiritual values. A set of draft themes as noted in PART B of this RFP have been prepared which should be used as a "baseline".
- ii) Assess the current *Vancouver Heritage Register* (VHR) **Evaluation Methodology** in light of the draft HCS noted above as to whether changes are recommended and if so, what those changes should be.
- iii) Develop an online information gathering tool based on the HCS, for updating the VHR and for collecting sites which have been identified through other City-related HCSs and SOSs. Copies of these documents will be provided. The Proponent is to implement and manage the tool for a proposed period of time to identify and gather the sites from the public which are not currently listed on the Vancouver Heritage Register but are candidates based on the set of **Themes**.
- iv) Compile the results of (iii) above and prepare a list of possible and recommended additions to the VHR grouped by the set of **Themes**.
- v) Develop a strategy for the actual update of the VHR and a set of protocols or recommendations for periodic updating of the VHR, including the development of community plans and related initiatives (Note: the Proponent is NOT responsible for any actions related to actually updating the VHR).

4.2.4 Key Considerations:

- i) Plan to manage expectations of the public and focus on "quality over quantity" if necessary. Concentrate on **Priority Resources**.
- ii) Be consistent with provincial and federal "best practices".
- iii) Focus on sites which have physical representation of values (i.e. existing features) which give it heritage value (as opposed to sites where features have been physically lost).

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- iv) Give emphasis to groups which have been under-represented in the past, such as aboriginal interest and natural history (Note: do not include known archaeological sites).
- v) Decide on how best to broadly reach out to a variety of communities and the City as a whole in a cost effective way while also employing modern electronic and social media / web-based information gathering systems to maximize feedback.
- vi) Any “value added” options, such as the preparation of separate SOSs for key sites (sites which are potential **Priority Resources**).

4.2.5 Public Consultation Considerations:

- i) An online information collection (survey) system is essential for Phase 2. The Proponent is to design and implement the system and to compile the information received.

4.2.6 Products:

- i) A report is required, consistent with Section 1.3 of this Annex, which contains:
 - 1. A City-wide HCS with a set of **Themes**;
 - 2. A revised or amended **Evaluation Methodology** (if proposed);
 - 3. A list of possible additions to the VHR based on the **Themes** established in the HCS; and
 - 4. A strategy or set of recommendations on periodically updating and maintaining the VHR.

4.3 PHASE 3: ZONING REVIEW

4.3.1 General:

Phase 3 addresses Action #6 and Action #7 of the HAPL Report.

4.3.2 Purpose:

The RS and First Shaughnessy Official Development Plan zones are areas where the loss of character and heritage houses has been a concern for citizens and Council. The loss is in part associated with the perceived lack of “leverage” within the zoning to provide for greater retention of these buildings. Phase 3 is to be prepared in two **Sub-Phases**, with two separate reports, as outlined below:

i) *Sub-Phase 3.1 :*

- 1. The work under Sub-Phase 1 is to include the following:
- 2. Assess the following with respect to heritage resources in RS zones throughout the City, grouped by precincts such as neighbourhood areas:
 - a. Concentrations of heritage sites (sites current listed on the VHR);
 - b. Areas with concentrations of pre-1940s houses (Note: staff will provide as much data as possible in this regard, noting that some of this information can be filtered through the City’s GIS system (i.e. Vanmap);
 - c. Make recommendations for any amendments to the existing RS zones using the RT-3, RT-6, RT-7/8, and RT-10 zoning as a reference;
 - d. Analyze whether the changes should be adopted city-wide in RS areas, or limited to certain areas with high concentrations of heritage sites and/or containing pre-1940s building, and whether the changes should be one or more sets of different provisions; and

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- e. Review the RT-9, RT-10, RT-11 RM-1, and RM-7 zoning to identify areas which may need to be amended to bring these newer zones into alignment with the overall strategy for the RS zones.

ii). Key Considerations:

- 1. Amendments should demonstrate maximized retention options, while minimizing the impact on land value in the RS areas and permit processing times. An economic analysis is to be provided.
- 2.. The impact of any changes on City staffing and resources in terms of the review of RS applications under the proposed amendments.

iii) Key Documents:

- 1. The various RS and RT District Schedules and related guidelines.

iv) *Sub-Phase 3.2:*

- 1. The work under Sub-Phase 2 is to include the following:
 - a. Assess the strengths and weaknesses of the First Shaughnessy Official Development Plan (FS ODP) with respect to potential changes to maximize retention of character buildings, including heritage buildings, while allowing for reasonable redevelopment options.
- 2. Explore and assess the creation of a **Heritage Conservation Area (HCA)** for First Shaughnessy. Reference other HCAs of a similar nature (such as those in Victoria and other jurisdictions).

v) Key Considerations:

- 1. Management of the expectations of residents and property owners in the First Shaughnessy neighbourhood, as well as those of heritage advocacy groups;
- 2. Research the effect of what an HCA might have on property values. An economic analysis is to be provided.

vi) Key Documents:

- 1. The FS ODP; and
- 2. The Vancouver Charter.

vii) Products:

- 1. An analysis of the concentration of heritage sites and pre-1940 buildings in RS areas (good graphic representation in this case would be essential).
- 2. A set of recommendations for any changes or amendments to the RS District Schedules and any related guidelines, as well as the RT-9, RT-10, RT-11 RM-1, and RM-71 zones.
- 3. A set of recommendations for any changes or amendments to the FS ODP and any related guidelines.

5.0 City Provided

- 5.1 The City's Heritage Group (staff) will be involved in managing the HAPL RFP. Staff will make available any city documents referred to in the RFP where requested by the Proponent.

6.0 Deliverables

- 6.1 The deliverables, or products, are outlined under Section 4.0 of this Statement of Work. The work is expected to start in August/September 2014 and continue for a period of 72 weeks to December 2015 (see Section 8.0 of this Statement of Work below).

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7.0 Acceptance Criteria

7.1 The Proponent's work is to be reviewed by an advisory panel comprised of 8 to 10 members of the public, including senior city managers/ administrators, to review work progress and provide guidance. A technical advisory team will also review reports delivered as part of the work to provide guidance and technical advice. Extensive public consultation is also to be undertaken by the Proponent. Finally, the City's Heritage Staff will assess the recommendations and prepare the final reporting-out to Council at various stages upon completion of the various phases of the work. Please see draft of the consultation process as attached in ANNEX 5 - DRAFT CONSULTATION PROCESS.

8.0 Schedule

8.1 The project schedule/ timeline is noted below (Table 4):

Table 4

#	Work Task/Phase/ Deliverable	Week	Target Date
0	Kick-off meeting	0	September 2014
1.	Phase 1, Sub-Phase 1 completion (streamline approvals)	9	November 2014
2.	Phase 1, Sub-phase 2 completion (heritage incentive review)	41	June 2015
4.	Phase 2 completion Heritage Register Update	69	December 2015
5.	Phase 3, Sub-phase 1 completion (Review RS zoning)	69	December 2015
6.	Phase 3, Sub-phase 2 completion (First Shaughnessy)	41	June 2015

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8.2 For each Phase, as part of the proposal assessment, the Proponent will be asked to provide a budget based on the following criteria (Table 5):

Table 5

PHASE _____: MAXIMUM FEES AND DISBURSEMENTS							
#	Work Task/Phase/ Deliverable	Team Members	Activity/Role	Hrs	Hourly Rate	Disbursement Amount	Fees
1.	Research, Preparation						
2.	Total Meetings/ Reviews (Advisory etc.)						
3.	Total Public Consultation						
4.	Analysis and draft recommendations / report preparation						
5.	Refinement and first draft of final copy						
6.	Submission of final report and related products						
	Sub-totals						
	Maximum Fees and Disbursements						

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ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

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

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 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.

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:

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

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

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

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ANNEX 3 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

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ANNEX 4 - VENDOR SUSTAINABILITY QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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ANNEX 4 - VENDOR SUSTAINABILITY QUESTIONNAIRE

c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) ☐ Yes ☐ No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification System: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy A copy of reduction targets and related results A copy of third party audit/verification

1. Project Overview

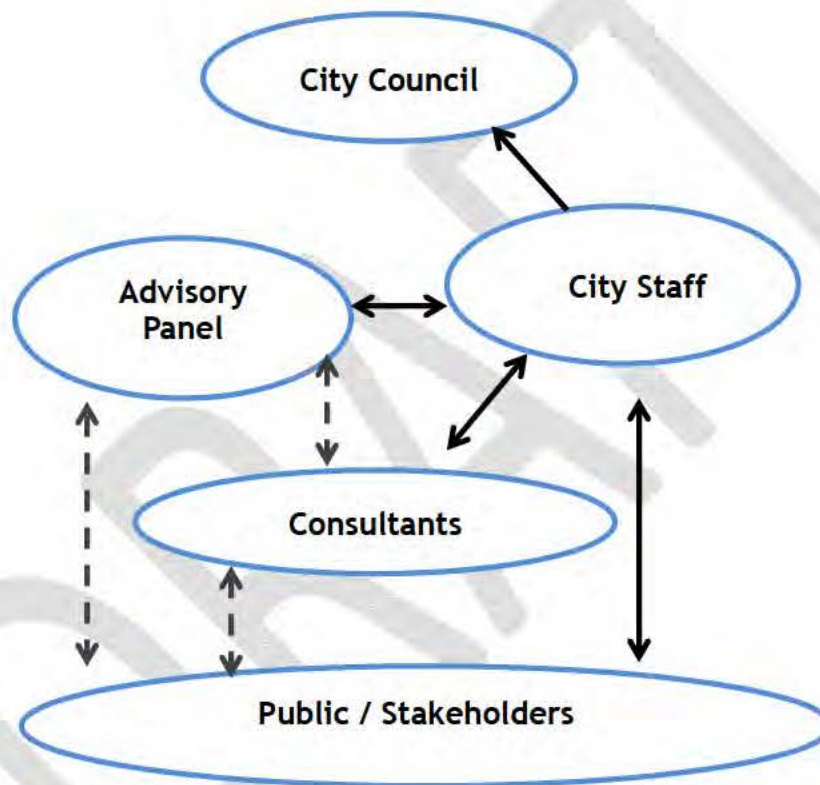
The Heritage Action Plan (HAPL) will be managed by City staff through the City's Heritage Conservation Program in Planning and Development Services.

2. Consultation Objectives

The process is designed to allow active participation, to provide general information, to raise awareness and to manage expectations. A range of interested organizations will be consulted, interviewed and invited to participate in the Program.

3. Roles and Responsibilities

There will be many participants involved in the HAPL. This section describes the roles of City departments, consultants, the Advisory Panel, and Working Groups. The public and a wide range of organizations will be consulted at key points.



a. City Departments and Consultants

The Heritage Action Plan will be managed by City staff and the plan will be developed by a consultant team with relevant expertise in the following areas: heritage, planning, development economics, legal considerations and community engagement and public consultation. The consultant team will work with a staff Technical Steering Committee including staff from Planning and Development, Legal, Real Estate, Communications, Chief Building Official, and other departments as required.

b. Council

Council has allocated resources to undertake the work and has final responsibility for approving the products. In making these decisions they will be fully informed about options and about the various community opinions regarding them.

c. Public Advisory Panel

The role of the advisory panel is to:

- represent and connect a wide number of interest groups and diverse perspective;
- advise staff and the consultants on the Heritage Action Plan with critical review and evaluation of products at key points;
- actively participate in public consultation opportunities, offer outreach support to help spread the word, and identify potential contributors to these opportunities.

Membership: The advisory panel will consist of 8-10 members of the public, who will be selected according to the following criteria: represent a key link with a wide variety of interest groups; have a familiarity with and appreciation of the history of Vancouver; have a passion and appreciation for the value of heritage for communities; have a strong connection with the communities of which they are a part; be realistic as to expectations; and be results oriented. In order to diversify the perspectives, effort will be made to include representation from youth as well as the arts and public space community.

Meetings: Advisory Panel members will meet with staff on a regular basis (e.g., 1-2 meetings per month) at the inception of the work (approximately 4 months) and thereafter once every 1-2 months). One to two advisory panel members will be part of each public workshop, and will attend major public events.

d. Public and Stakeholder Consultation

Consultation opportunities are focused on the following action items:

2	Simplify/streamline approval processes for retention projects
3	Increase demolition fees for pre-1940 houses
5	Update the Vancouver Heritage Register
6	Amend RS district schedules using RT 3/6/8 district schedules as a model to encourage heritage retention
7	Review and update First Shaughnessy ODP
9	Examine incentive programs for applicability

e. Workshops

Workshops will be organized based on the content themes above and participants will consist of key stakeholders, representatives from the advisory panel and members of the general public. Recommendations, opportunities and constraints will be identified for each action item in each workshop.

e. Online Engagement

An online survey tool will be used to reach out to the broader public for support vetting the ideas that come out of each workshop.