

FORMS



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BUILDING INNOVATION

City of Vancouver - FOI File # 2018-277

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REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PSVAHA2017-06 Supplier for Housing First Temporary Modular Housing Strategy, (the "RFP")

Proponent's Name: Triple M Modular Ltd. DBA Britco Commercial
"Proponent"

Address: 100 - 20091 91A Avenue, Langley, BC V1M 3A2

Jurisdiction of Legal Organization: British Columbia, Canada

Date of Legal Organization: Founded in 1977 - Company went public on March 28, 2011

Key Contact Person: Tom Faliszewski

Telephone: 604-455-8059 Fax: 604-455-8005

E-mail: tfaliszewski@britcoconstruction.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 Housing Agency's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:



Signature of Authorized Signatory for the Proponent

July 21, 2017

Date

Craig Mitchell

Name and Title

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The Form of Proposal includes the following attached Appendices:

APPENDIX 1	Legal Terms and Conditions of RFP
APPENDIX 2	Questionnaire - Intentionally Deleted
APPENDIX 3	Commercial Proposal
APPENDIX 4	Proponents References - Intentionally Deleted
APPENDIX 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Corporate Sustainability Leadership Questionnaire - Intentionally Deleted
APPENDIX 8	Sustainability Requirements Questionnaire
APPENDIX 9	Personal Information Consent Form(s) - Intentionally Deleted
APPENDIX 10	Subcontractors
APPENDIX 11	Proposed Amendments to Form of Agreement
APPENDIX 12	Financial Statements - Intentionally Deleted
APPENDIX 13	Proof of WorkSafeBC Registration
APPENDIX 14	Conflicts; Collusion; Lobbying

APPENDIX 1

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Housing Agency 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 Housing Agency and/or the City and the Proponent, or otherwise apply as between the Proponent and the Housing Agency and/or the City following the signing of any such Contract.

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the Housing Agency and/or the City and the Proponent following and as a result of the Proponent's selection by the Housing Agency in the Housing Agency's RFP process.
- (c) "Housing Agency" means the Vancouver Affordable Housing Agency Ltd., a company formed under the laws of the British Columbia;
- (d) "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).
- (e) "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.
- (f) "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.
- (g) "Proposal Form" means that certain Appendix 1 to Part C of the RFP, completed and executed by the Proponent.
- (h) "RFP" means the document issued by the Housing Agency as Request for Proposals No. PSVAHA2016-03, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE HOUSING AGENCY OR THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), neither the Housing Agency and 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 Housing

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Agency and/or the City enters into a Contract, which the Housing Agency and the City may decline to do in their sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Housing Agency, acting as agent for the City, is a public body required by law to act in the public interest. In no event, however, does the Housing Agency, or 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 Housing Agency and the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Housing Agency at the Housing Agency's sole discretion. The Housing Agency 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 Housing Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Housing Agency 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 Housing Agency; 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.

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6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the Housing Agency or the City are in breach of Section 8.2 of this Appendix 1, the Proponent now releases each of the Housing Agency and the City, and their respective officials, directors, agents and 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 Housing Agency or the City or their respective officials, directors, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective officials, directors or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the Housing Agency accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Housing Agency or 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 Housing Agency or the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the Housing Agency, the City, and their respective officials, directors, agents and 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 Housing Agency or the City or their respective officials, directors or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective officials, directors 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 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 Housing Agency, the City or their respective officials, directors, 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

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subcontractors or agents on any basis or legal principle of any kind, the Housing Agency and the City's liability, as applicable, is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Housing Agency or the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the Housing Agency and/or the City and the Proponent under a Contract (or a similar contract between the City and/or the Housing Agency 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 Housing Agency, the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents Housing Agency's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Housing Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Housing Agency board and the Vancouver City Council about the RFP, the Housing Agency will treat the Proposal (and the Housing Agency evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Housing Agency and City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Housing Agency or the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Housing Agency or 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,

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evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or 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 Housing Agency or the City; or (ii) related to or has any business or family relationship with an elected official or employee of the Housing Agency or 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 Housing Agency, 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 Housing Agency or the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Housing Agency or 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 Housing Agency and/or 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 Housing Agency or 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.

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

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- (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 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 Housing Agency.
- (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.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

IN WITNESS WHEREOF, AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE PROPONENT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:



Signature of Authorized Signatory for the Proponent

July 21, 2017

Date

Craig Mitchell - Director, Sales

Name and Title

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APPENDIX 3

TIMELINE

Britco Commercial's Proposed
Timeline Schedule

RFP - HOUSING FIRST TEMPORARY HOUSING STRATEGY
600 TEMPORARY MODULAR RESIDENTIAL UNITS
CITY OF VANCOUVER

s.21(1)



CERTIFICATE OF INSURANCE



britco

BUILDING INNOVATION



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4 – 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 as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

Triple M Modular Ltd

MAILING ADDRESS:

100, 20091 - 91st Avenue, Langley BC V1M 3A2

LOCATION ADDRESS:

Same as mailing

DESCRIPTION OF OPERATION/CONTRACT:

Design & construction per contract specifications

3. PROFESSIONAL LIABILITY INSURANCE

INSURER: Certain Underwriters of Lloyd's

POLICY NUMBER: TDD

POLICY PERIOD: From May 1, 2017 to May 1, 2018

LIMITS OF LIABILITY:

Per occurrence/claim: \$ 5,000,000

Aggregate: \$ 5,000,000

Deductible per occurrence/claim: \$ 50,000

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: May 1, 2017

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Andrew Suggell

Dated: _____

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

100 - 1st St SE Calgary, AB T2C 1B1



July 18, 2017

Vancouver Affordable Housing Agency Ltd.
c/o The City of Vancouver
453 West 12 Avenue
Vancouver, BC V5Y 1V4

**Re: Project Specific Insurance – Proposal No. PSVAHA2017-06
Triple M Modular Ltd.**

To Whom It May Concern,

Aon Reed Stenhouse Inc. is writing this letter as the authorized insurance representative of Triple M Modular Ltd.

In review of the insurance requirements for the above noted proposal, and in detailed discussion with our client, we can confirm that the appropriate coverage will be placed should Triple M Modular Ltd. be the successful bidder. This includes, but is not limited to Course of Construction and Wrap Up Liability.

Should you have any questions please feel free to contact us directly.

Kind regards,

A handwritten signature in black ink, appearing to read 'Andrew Ramsay', is written over a horizontal line.

Andrew Ramsay
Vice President
Direct: 403.267.7882
Mobile: 403.471.3462
Email: andrew.ramsay@aon.ca

Ref. No.**CERTIFICATE OF INSURANCE**

Aon Reed Stenhouse Inc.
1100 - 1st Street SE
4th Floor
Calgary AB T2G 1B1
tel 403-267-7010 fax 403-261-0897

Re: Evidence of Insurance

Vancouver Affordable Housing Agency Ltd.
c/o The City of Vancouver
453 West 12 Avenue
Vancouver, BC V5Y 1V4

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Triple M Modular Ltd
100, 20091 - 91A Avenue
Langley, BC V1M 3A2

Coverage

Commercial General Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	s.21(1)		
Effective	01-May-2017	Expiry	01-May-2018
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$2,000,000 Products and Completed Operations, Aggregate \$2,000,000 Personal Injury & Advertising Liability \$2,000,000 Non-Owned Automobile Liability \$2,000,000 Employers Liability \$2,000,000 Tenant's Legal Liability - All Risks \$2,000,000 Includes Broad Form Property Damage & Contractual Liability Includes Cross Liability & Severability of Interests Clause Includes Blanket Contractual and Contingent Employer's Liability Broad Form Property Damage Clause Policy may be subject to a general aggregate and other aggregates where applicable		
Umbrella Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	s.21(1)		
Effective	01-May-2017	Expiry	01-May-2018
Limits of Liability	Limit Each Occurrence \$3,000,000 General Aggregate \$3,000,000 In excess of the above scheduled limit(s) Policy may be subject to a general aggregate and other aggregates where applicable		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



Property	Insurer	Travelers Insurance Company of Canada; Continental Casualty Company	
Policy #	s.21(1)		
Effective	01-May-2017	Expiry	01-May-2018
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded) Property of Every Description Not Exceeding Replacement Value Coverage- Blanket Basis Property in Transit \$250,000		
Contractors Equipment Floater	Insurer	Travelers Casualty & Surety Co of Canada	
Policy #	s.21(1)		
Effective	01-May-2017	Expiry	01-May-2018
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded)		
Professional Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	TBA		
Effective	01-May-2017	Expiry	01-May-2018
Limits of Liability	Each Loss \$5,000,000 Annual Aggregate \$5,000,000		

Terms and / or Additional Coverage

The above Umbrella Liability Limit is in excess of the Automobile Liability limit issued by ICBC.

It is hereby understood and agreed that Vancouver Affordable Housing Agency Ltd. are added as Additional Insured(s) under the Commercial General Liability and Umbrella Liability, but only with respect to liability arising out of the Named Insureds operations where required by written contract or written agreement. The policy limits are not increased by the Additional Insured(s) and remain as stated in this certificate.

It is hereby understood and agreed that the insurer hereby provides a waiver of subrogation in favor of Vancouver Affordable Housing Agency Ltd., but only with respect to the aviation liability arising out of the Named Insureds operations where required by written contract or written agreement.

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Ref. No.

CERTIFICATE OF INSURANCE

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Vancouver Affordable Housing Agency Ltd.. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Dated : 18-July-2017
Issued By : Galimzhanova, Dilara
Tel : +14032677706

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

CODE OF CONDUCT



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BUILDING INNOVATION

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APPENDIX 6

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 Housing Agency and the City of Vancouver expects each supplier of goods and services to the Housing Agency 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 Housing Agency or the City, or have a plan in place to comply within a specific period of time. The Housing Agency 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 Triple M Modular Ltd. (vendor name), I declare that I have

reviewed the SCC and to the best of my knowledge, Triple M Modular Ltd. (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
None				

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 Triple M Modular (vendor name).

Signature:

Name and Title:



Craig Mitchell, Sales - Director

Code of Conduct Policy

Manual:	Human Resources	Policy Number:	BCPP-HR-007
Section:	HR Policies		
Author:	Human Resources Department	Version:	2.0
Approved by:	Vice President, Shared Services	Effective:	January 1, 2016

PURPOSE

This Code of Conduct (the “Code”) contains policy, guidelines and principles applicable to employees, officers and contractors of Britco whose parent company is WesternOne Inc., (“WesternOne”). This Code cannot and is not intended to anticipate every issue that may arise. As with any statement of policy, the exercise of judgment is required in determining applicability of the Code to each individual situation. The term “employee” under this Code will be used to collectively refer to an employee, officer of Britco, Britco third-party contractors, as well as anyone else under contract with Britco.

It is Britco’s expectation and requirement that all employees will conduct themselves in an honest and ethical manner in all of their dealings with Britco and when acting as a representative of Britco.

SCOPE

This Code applies to all employees of Britco. Employees may seek clarification of any of the provisions of this Code from their immediate Manager or from Human Resources.

RESPONSIBILITY

Each employee must fully comply with this Code. Any employee who knows of, or suspects, a breach of this Code must report it to their Manager, Human Resources, an Executive Member or Britco’s President who will be responsible for ensuring the privacy of the employee who reports a breach or potential breach of this Code. They must ensure that the employee is respected as much as possible in the circumstances and that such employee does not suffer adverse consequences as a result of making the report.

Britco also has a separate Whistle Blowing Policy that allows employees to confidentially report a concern regarding questionable accounting or auditing matters to the independent chair of the Audit Committee of WesternOne.

Employees are expected to review and understand all policies related to the Code of Conduct. If you do not have a copy of these policies, contact your Manager or Human Resources.

PERSONAL CONDUCT

Britco expects employees to abide by our policies and exhibit acceptable conduct. Examples of improper conduct include but are not limited to:

- Harassment.

- Misrepresentation of time, failure to properly record time or theft of time.
- Theft.
- Dishonesty or failure to be truthful.
- Deliberate failure to observe safety rules and regulations.
- Reporting to work under the influence of drugs or alcohol.
- Violation of any Britco or Customer policy.
- Fighting or acts of physical violence including verbal threats; possession of firearms or other weapons on company premises.
- Unsafe practices, practical jokes or horseplay that could result in personal injury or any other risk to safety, property or company reputation.
- Deliberate damage to company property, equipment or tools.
- Abusing privileged information or disclosing proprietary and/or confidential information.
- Unauthorized removal or distribution of company property (including written documents or computer files).

WORK ENVIRONMENT

All employees and persons with whom Britco has business relations, including customers, suppliers, sub-contractors and community partners, must be treated in a dignified, fair and understanding manner at all times. Conflicts will be resolved in a fair and effective manner.

EQUAL OPPORTUNITY COMMITMENT

All employees must fully comply with all laws providing equal opportunity to all persons without regard to race, gender, religion, sexual orientation, age or disability, or on any other prohibited ground set out in applicable Human Rights Legislation.

WORKPLACE DISCRIMINATION

Discrimination, harassment or the use of inappropriate language will not be tolerated in any circumstances. Harassment includes racist, sexist or ethnic comments, jokes, gestures or any action that creates an intimidating, hostile or offensive work environment. To ensure that this commitment is made on an ongoing basis, Britco has established separate Respectful Workplace and Harassment Policies.

COMPLIANCE WITH THE LAW

Employees are expected at all times to fully comply with all laws applicable to the business of Britco, particularly health and safety laws, environmental laws, competition laws, privacy laws and laws that respect the conditions of work. Employees should avoid any situation which could be perceived as improper, unethical or which may indicate a casual attitude towards compliance with the law. No employee has the authority to direct another employee or any other person to violate any law on behalf of Britco. Where employees are uncertain as to whether a particular action would infringe on the law, they should discuss the matter with their immediate Manager, Human Resources or an Executive Member.

EMPLOYEE HEALTH AND SAFETY

Britco is committed to providing a healthy and safe work environment for all employees and complying with applicable laws and regulations that govern work place health and safety. Britco is required to report and

record all work-related health and safety incidents. It is the responsibility of all employees to immediately report work-related injuries, unsafe conditions, illness and incidents. All employees are provided a copy of Britco's Health, Safety and Environment Handbook and are responsible for understanding and strictly adhering to all of its policies.

PROTECTION OF PERSONAL INFORMATION (PIPA)

Britco respects the Personal Information of individuals and has implemented a Privacy Policy which governs its actions as they relate to the use of Personal Information. Britco acquires and retains personal information about its customers and employees in the normal course of operations and only distributes it to third parties where necessary for the conduct of its business. Britco has also taken steps to limit access to this information.

Employees are expected to review, understand and comply with Britco's Privacy Policy. If you do not have a copy of this policy, contact your Manager or Human Resources.

WORKPLACE INTEGRITY

Employees must not engage or assist others in theft, fraud or acceptance of bribes of any sort. Theft includes, but is not limited to, unauthorized removal from the premises of Britco assets, equipment, tools or money and customer, sub-contractor or supplier goods, equipment or tools. In addition, unauthorized copying or use of Britco software is prohibited. Employees must not accept payment for any time that they have not worked or for which they are not legitimately entitled.

CONFLICTS OF INTEREST

Employees must avoid any activity, interest or relationship which would create, or which might appear to create, a conflict with the interests of Britco. As such Britco has implemented a Conflict of Interest Policy. A conflict of interest exists where an employee's personal interests, or those of a Related Party, could influence the employee's decisions and impair the employee's ability to act in the best interests of Britco, impartially and without bias. A "Related Party" includes a family member, close friend, business associate, corporation or partnership in which an employee holds a significant interest, or a person to whom the employee owes an obligation.

Full disclosure enables employees to resolve unclear situations and provides an opportunity to resolve conflicting interests before any difficulty arises. If employees have any concerns whether a conflict of interest exists, they must immediately disclose the potential conflict to their Manager, Human Resources or an Executive Member.

CONFIDENTIALITY

The security of Britco's property is of vital importance to the Company. All employees share the responsibility for ensuring that Britco's property is secure at all times.

Britco's property includes tangible property, like tools and equipment, as well as intangible property such as confidential information.

For the purposes of this provision, confidential information includes, but is not limited to, all information relating in any manner to Britco's business and its affiliates, consultants, customers, vendors and other business associates that is produced or maintained by any employees during the course of their work. All information that is not known generally to the public or the industry is confidential information. In particular,

Britco's production processes, including the timing, design, and use of materials and equipment during the production of our products, are proprietary and highly confidential. Furthermore, all product designs, renderings, customer lists, customer files, personnel files, computer records, financial and marketing data, compensation information, pricing information, strategic plans, vendor lists and trade secrets are all examples of confidential information.

Given the nature of Britco's business, it is vital that employees protect confidential information. This information is one of the most important assets of Britco because it enhances opportunities for future growth and indirectly adds to the job security of all employees. Accordingly, employees must not use or disclose any confidential information that they produce, obtain or with which they become familiar during their employment with Britco, except to the extent that it is required by their job.

This obligation remains even after the employment relationship with Britco ends. When employment is terminated, by either party, the employee must immediately return all of Britco's documents, keys, computer records, customer lists, vendor lists and any other tangible property in the employee's possession or control.

DISCLOSURE OF MATERIAL INFORMATION AND INSIDER TRADING

Employees who have access to confidential information concerning Britco are not permitted to use or share that information for trading purposes of WesternOne's shares or in any other manner other than the ordinary course of Britco's business. All non-public information should be considered confidential information. All trading of WesternOne shares must be completed during predetermined "windows".

EMPLOYEE CONDUCT OUTSIDE OF THE WORKPLACE

Employees must avoid conduct outside of the workplace that could reflect poorly upon Britco or negatively impact Britco's reputation or business interests. This includes personal profiles on social media (see Social Media Policy). Britco retains the right to take disciplinary action against employees who negatively reflect upon Britco.

TRAVEL

While travelling for work purposes, code of conduct extends beyond time working to include time spent in Britco paid accommodation and in transit between operating areas and anytime while acting as a representative of Britco.

EXTERNAL EMPLOYMENT AND BUSINESS ACTIVITIES

Employees will not accept remunerated outside positions that will infringe upon time belonging to Britco or will interfere with the proper performance of their duties. In addition, employees will not, either directly or through a related party, hold ownership positions with competitors or suppliers to the extent that the employee's decisions and actions might reflect their personal interest rather than the interests of Britco.

POLITICAL, NON-PROFIT AND PROFESSIONAL ACTIVITIES

Employees engaging in the political process must take care to separate their personal activities from their association with Britco. Britco appreciates the contribution employees may make through their involvement with charitable, community service and professional organizations. Employees may only use Britco resources for such activities with the prior consent of their immediate Manager. In the course of any non-corporate activity, employees must ensure that they are seen as speaking in their individual capacity and not as a Britco employee or spokesperson.

GIFTS AND ENTERTAINMENT

As a general rule, Employees and Consultants may only offer or accept Gifts, Entertainment and travel expense reimbursement to or from a Public Official that are offered in connection with the promotion, demonstration or explanation of Britco's products or services or the execution or performance of a contract and that are infrequent, non-lavish and consistent with standard Canadian industry practice.

Further to the above, Employees and Consultants may offer or accept any Gift, Entertainment or travel expense reimbursement, directly or indirectly, to or from a Public Official that:

- Serves a business purpose (to familiarize recipient with the provider's facilities, products, services or employees).
- Is permissible under the laws and policies that are applicable to the Public Official.
- Is not offered or accepted (and could not reasonably be perceived to have been offered or accepted) in order to obtain, retain or direct business for or to Britco or any other business enterprise or to secure any other improper advantage in the conduct of business.
- Is appropriate under the circumstances in value and nature.
- The recipient would not put a higher value on than the value intended.

Despite the foregoing, Gifts should never be given or received, directly or indirectly, by Employees or Consultants in the form of cash or cash equivalents.

Employees and Consultants are prohibited from offering or accepting any Gift, Entertainment or travel expense reimbursement, directly or indirectly, to or from a Public Official or a Public Official's Family Member that:

- Is contrary to applicable law.
- Obligates, influences or compromises, or may appear to obligate, influence or compromise, the conduct of, or be a personal enrichment to, the recipient.
- Is offered or accepted (and could not reasonably be perceived to have been offered or accepted) in order to obtain, retain or direct business for or to Britco or any other business enterprise or to secure any other improper advantage in the conduct of business.

Employees and Consultants are expected to consider the circumstances of the Gift, Entertainment or travel expense reimbursement (such as the character, the purpose, the appearance, the position of people involved, the business context, reciprocity and applicable laws) before accepting or offering such things. Employees and Consultants are not entitled to rely solely on the fact that a Gift, Entertainment or travel expense reimbursement is consistent with normal social or business customs and practices of the Public Official's jurisdiction. Moreover, all Gifts, Entertainment and travel expense reimbursement offered or accepted, directly or indirectly, by Employees and Consultants are required to be accurately recorded in the accounting records of Britco or the Consultant, as applicable, and otherwise transparently documented in Britco's or the Consultant's books and records, as applicable.

Employees and Consultants should direct any questions regarding the appropriateness of any Gift, Entertainment or travel expense reimbursement offered to or accepted from a Public Official to a member of the Executive.

SAFEGUARDING BRITCO ASSETS

Britco facilities, equipment, tools, supplies, intellectual property, time and other assets must be used for Company business or for purposes authorized by management. Although Britco respects the individual privacy of its employees, this does not extend to the personal use of Britco equipment, tools, supplies and other assets of Britco. Email and internet services are Britco property intended for Company business and should only be used for business reasons.

Intellectual property includes trademarks, trade secrets, copyrights, business, marketing and service plans, designs, databases, records, salary information, any unpublished financial data and reports, computer programs, technical processes, reports or articles and any other form of innovation or development. All intellectual property developed by employees within the scope of their employment is the property of Britco, whether the intellectual property was developed while actually at work or not.

COMPLETE AND ACCURATE RECORDS

All transactions of Britco must be properly recorded and accounted for. No false or misleading entries will be made in the books of Britco. No payment will be made on behalf of Britco without supporting documentation. Funds will only be disbursed for legitimate purposes related to the business of Britco and only when properly authorized by management. Travel expenditures must be reasonable, prudent and pre-authorized by management.

VIOLATIONS

Any employee who violates the provisions of the Code will be subject to disciplinary action including, in appropriate cases, dismissal for cause. Any employee who engages in theft or fraud is subject to discipline up to and including immediate dismissal for cause and prosecution under the law. In addition any employee may be subject to dismissal for cause for violations of the intent of this Code.

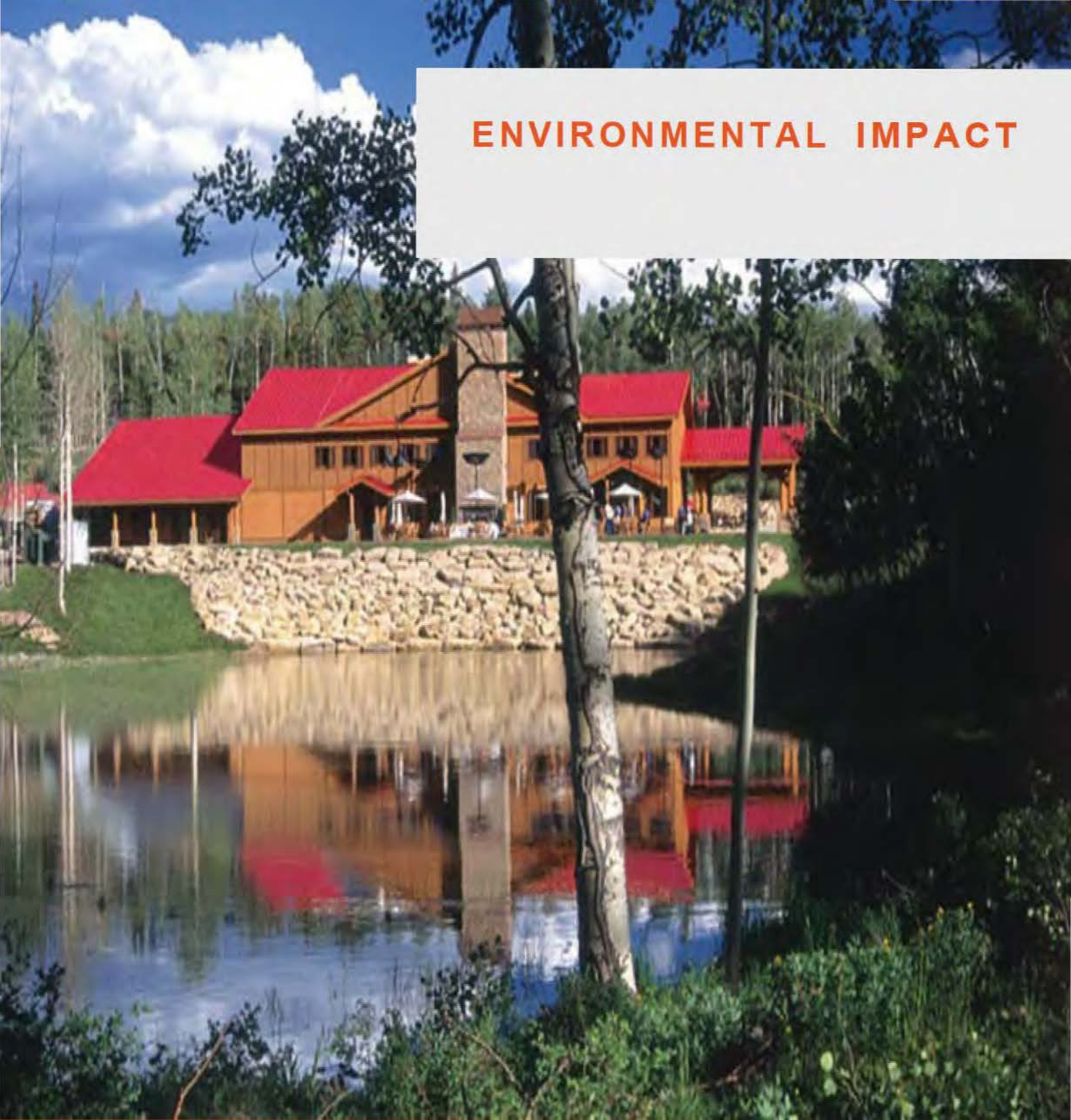
REVIEW

This policy will be reviewed and amended from time to time as required.

REFERENCE

Whistle Blowing Policy
Anti-Bribery and Anti-Corruption Policy
Privacy Policy
Harassment Policy
Respectful Workplace Policy
Conflict of Interest Policy
Conflict Resolution Policy
Health, Safety and Environment Handbook
Social Media Policy
Progressive Discipline Policy
Termination of Employment Policy

ENVIRONMENTAL IMPACT



britco

BUILDING INNOVATION

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Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☐ Yes No

If no, go to question 2.

If yes, please address the following:

- Attach a copy of the policy or statement to your Proposal. **Please see attached**
- If the policy is publicly available, please provide a link to the document:

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2. Does your company measure its greenhouse gas (GHG) emissions?

Yes ☐ No ☒

If yes, state total annual GHG emissions (tCO2e): _____

3. Has your company adopted GHG reduction targets or goals?

Yes ☐ No ☒

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Glob Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

Yes ☐ No ☒

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

Yes ☐ No ☒

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned building in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 4 words or less.**

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)

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- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

Even though Britco doesn't own the building, Britco moved to a new building on October 2014 which has many conservation and sustainable features such as:

- Efficient windows and insulations for proper air sealing to help maintain internal temperature at a comfortable level reducing power usage
- Use of natural light - large size windows in offices, boardrooms and kitchen/lunch break area
- Programmable thermostat to automatically adjust the temperature of the office when no one is working so there is a reduced use of air conditioning/heating during the hours the office is closed
- Occupancy sensor lighting in bathrooms, boardrooms and common areas
- LED lights and energy-efficient compact fluorescent bulbs
- Mechanical ventilation system includes heat recovery which reduces energy consumption

In addition to the features of the new building, Britco's encourages energy conservation by:

- Using the energy savings features for printers and computers
- Using technology to hold virtual meetings thus reducing travel and GHG associated with additional driving/travel as required
- Reducing paper wastage by encouraging employees to print only when necessary
- Adjusting the default printer setting to double sided to reduce paper waste and also power usage
- New high energy appliances (Energy Star) - dishwashers, microwaves, oven, oven toaster
- Hibernation feature on computers and laptops
- Maintaining the thermostat at one degree down during the winter and one degree up during the summer to reduce power usage At the manufacturing plants the following measures have been taken to reduce energy consumption:
- LED lighting in the offices and manufacturing areas
- Radiant tube heaters which are energy efficient, environmentally friendly, quiet running, and very low operating costs (estimated savings between 30% - 50% of power usage.
- New solar reflective roof coating was applied to reduce heat transfer into the building, decreasing thermal shock and helping to mitigate leaks, reducing power usage. The coating used meets ENERGY STAR I solar reflectance criteria.

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

Yes ☒ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

Even though Britco's facilities have not been recognized by a third party, Britco designs and builds buildings to LEED and Passive House standards which have been recognized by Green Building Council Canada.

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

In no, skip to question 9.

If yes, please address the following questions:

a) what size is your fleet (including heavy off-road equipment)?

Britco's fleet is comprised of 19 vehicles

Describe actions in the past three (3) years to reduce GHG emissions of vehicles and heavy equipment operated in Metro Vancouver (Actions could include: purchase of low emissions

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vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.) -Please limit answer to 250 words or less.

- Updated Britco's Company Vehicle Policy to include a clause requiring drivers to operate Company vehicles with care, due diligence and safety in mind. Driving with care could help reduce unnecessary combustion.
- A fuel efficient driving tip sheet to encourage mindful driving therefore reducing emissions and other pollutants
- Regular vehicle maintenance to optimize performance and reduce unnecessary combustion
- Checking and replacing all lubricants on a regular basis
- Checking tire pressure and treads regularly
- Submitting the car for service as recommended by the vehicle's manufacturer or specified in any warranty
- As the fleet lease expires, Britco will be looking into updating its vehicles with options that offer fuel efficiency and optimal performance
- Some vehicles in Britco's fleet are equipped with Ecoboost to improve fuel efficiency

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

Yes, Bike-to-work: Britco encourages employees to bike to work on a regular basis. At our manufacturing facility a group of employees (approximately 10%) taken the challenge to bike to work every day. Furthermore, employees are encouraged to take public transit when possible.

9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

Updating the Environmental Manual to include more comprehensive directive on practices for environmentally sound actions that will ultimately help reduce emissions.

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes No

If yes, state annual solid waste figures (kg or tonnes):

Yes, Britco estimates that a total of only approximately 1755 cubic meters (approximately) of waste material per year is produced at current production levels because we take steps at every level of the process to reduce the amount of waste produced.

Furthermore, Britco's approach to careful planning allows pre-ordering materials such as drywall and wood for framing applications in precise dimensions resulting in reduced off-cuts minimizing waste. Any wood cut-offs that result from Britco's manufacturing activities at the Agassiz plant are donated to a local aquaponics enterprise (You Grow Food Aquaponics) to be used in their operations to support their mandate to offer fresh greens and herbs to the local community to promote healthy living.

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Another example of Britco's commitment to conducting its operations in an environmentally responsible manner is by sourcing wood from pine beetle damaged forests and graded and certified for use in the production of the modules. In addition to this, Britco strives to select products and materials that do not contain environmentally hazardous components and products with the lowest levels of volatile organic compound emissions.

11. Does your company have waste reduction and/or diversion targets or goals?

Although no specific volume target has been established, Britco is committed to conducting its manufacturing and construction operations in a manner that protects the environment and the communities in which we work. We undertake all reasonable efforts to implement established best management practices within our industry for the protection of the environment and minimization of any impacts that may arise.

If yes, state targets and by what year they are to be achieved?

12. Does your company have an office or operations recycling program in place?

☒ Yes No

If yes, which materials does your company recycle - check only those that apply:

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
 food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
 Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

Britco has entered into a service agreement with Urban Impact to handle the recycling at Britco's home office to divert waste from the landfill. Additionally, Britco has an agreement with Woks Coffee Service to recycle coffee k-cups and stir sticks to reduce waste from the landfill. Furthermore, Britco donates unwanted computer equipment to the "Computers for Schools" program so old computers get refurbished and components that can't be re-used get recycled in an ethical manner.

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☒ Yes No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal **Please find Britco's Code of Conduct attached**

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b. If the policy or code of conduct is publicly available, please provide a link to document:

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply:

Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)

☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)

Janitorial supplies (e.g., ECOLOGO or Green Seal certified)

☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)

☐ Office products (e.g., ECOLOGO; recycled; non-toxic) when possible

☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)

Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)

☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)*

Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)

☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)

*Britco uses Purolator for shipping services. According to their website, Purolator is committed to providing environmental efficiency of its operations including training in Eco-driving practices and using hybrid vehicles

ENVIRONMENTAL POLICY

Britco is committed to conducting its manufacturing and construction operations in a manner that protects the environment and the communities in which we work. We undertake all reasonable efforts to:

- Comply with all environmental legal requirements that are applicable to our facilities and our operations;
- Manage and minimize the impact of our operations on the environment through preventive measures first, and corrective actions where necessary;
- Implement established best management practices within our industry for the protection of the environment and minimization of any impacts that may arise;
- Communicate openly and regularly with our employees, sub-contractors, suppliers, community partners and the public about our Environmental Policy and environmental performance; and
- Regularly and rigorously assess our environmental performance and continually improve our environmental program.

This Environmental Policy applies to all Britco personnel, operations and activities, and to the operations and activities of our sub-contractors when working for Britco.

May 2017

Stephen Branch,
President



SOCIAL IMPACT



britco

BUILDING INNOVATION

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SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

☐ Yes No

If yes, please state either:

- a) date of certification; OR
- b) date by which you expect to become certified

Yes, while we are not a certified living wage employer 98.78% of our full time professional employees are paid above the living wage for their region. Remaining employees are moving to living wage over time. In our manufacturing plants in Aggasiz-all hourly employees are at or above living wage within 6 months of employment (or 960 working hours). In our Penticton Plant-all hourly employees are at or above living wage within 1 year of employment (or 1920 working hours)

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

Yes and with approximately ten percent of our B.C. based employees of Aboriginal descent, Britco's relationships with Aboriginal communities and partners is central to our progressive approach to corporate social responsibility and local content support.

Once the final scope of work, schedule and resource requirements have been determined, Britco may employ a variety of Aboriginal labor to complete the full-time workforce to meet the requirements of the contract. Local labour sources will also be sourced on a commercially reasonable basis.

With the installation portion of the work, Britco would like to work closely with the Vancouver Affordable Housing Agency and the City of Vancouver to develop and implement business plans that focus on community engagement through hiring initiatives, directed at regional residents, giving preference to local suppliers/subcontractors and the possibility of an on-the-jobs training program for Aboriginal community members. We would be eager to discuss the possibilities moving forward. The Project Construction Team would require a variety of trades and skilled professions that we would like to source first from Coast Salish Nation communities surrounding the project site. Apprenticeship and On-the-Job training programs can also be developed and offered as part of Britco's commitment to capacity building in the communities we work in. On Britco's Manitoba Hydro Keeyask Project, a 2,000 person camp located in Northern Manitoba, Britco is working with

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both Manitoba Hydro and the local communities to develop a training program during the site installation of the project. The Industry Training Authority and the Northeast Aboriginal Business Centre have indicated an interest in working with Britco to further develop these training initiatives.

We welcome the opportunity to work with the Vancouver Affordable Housing Agency and the City of Vancouver to cultivate similar working programs on this project.

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

Yes ☐ No ☒

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

4. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below)

Yes ☐ No ☒

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

- b. Community Contribution Company (C3) (as defined in Section 3 below)

Yes ☐ No ☒

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

Yes ☐ No ☒

~~If yes, state the name of the third party and date of certification or date of last review:~~

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

Aboriginal Business Partnerships:

For the prosperity of local communities and shareholders alike, Britco recognizes the importance of establishing and maintaining prosperous business partnerships with Aboriginal communities. Britco has worked hard to build a variety of joint ventures and partnerships to engage and advance business

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interests while “promoting their full and effective participation in all matters that concern them and their right to remain distinct and to pursue their own visions of economic and social development.” Britco acknowledges that meaningful engagement is the most effective and efficient way to promote community wellbeing and as such will continue to be fundamental to our business strategy.

Britco’s relationships with Aboriginal communities are defined by balance, fairness, and respect. Not only have several Aboriginal communities been clients for well over three decades, we engage Aboriginal communities through our revenue sharing business partnerships, our jobs training, and skills development agreements and our literacy programs. As such, we’ve entered into eight revenue sharing partnerships with First Nations across British Columbia.

In 2013, Britco and the Tsleil-Waututh Nation signed a procurement and revenue sharing agreement for modular construction and building rental activities related throughout their traditional territory. Under this agreement economic and jobs opportunities will be expanded for Tsleil-Waututh Nation members’ businesses and opportunities for skills development will also be delivered. To date, we have secured a number of mutually beneficial business opportunities with companies such as Seaspan, SNC Lavalin for the Evergreen Rapid Transit Project, Aqualini Developments, Polygon, and K+S Potash. As directed by the Tsleil-Waututh Nation, we trust that we will be able to develop a mutually beneficial outcome with regard to this affordable housing initiative and the resulting projects we work together on. Please see attached letter outlining support.

SECTION 3. DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees’ *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:



SUBCONTRACTORS

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BUILDING INNOVATION

Subcontracted Scope	Earthworks and Site Services	
Subcontractor	Jacob Brothers	
Contact (name, title, email, telephone no.)	Richard Nilson - Buildings Operations Manager rnilson@jacobbros.ca - 604.541.0303	
Approximate Percent of the Work to be Subcontracted	5.0%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Admirals Road Upgrade
	Client:	Township of Esquimalt
	Nature of Work:	Site Services and Roadworks
	Value:	\$4,495,000
	Client Contact:	Will Wieler will.wieler@esquimalt.ca
	2. Project Name:	Custom Wood Frame Home
	Client:	Perceptive Property Development Ltd.
	Nature of Work:	Site Services and Construction of Multi-Storey House
	Value:	\$1,300,000
	Client Contact:	Salim Dhanji sdhanji@gmail.com
	3. Project Name:	YVR DOC Offsite Services
	Client:	Vancouver Airport Authority
	Nature of Work:	Site Services and Roadworks
	Value:	\$8,718,000
	Client Contact:	Ray Zibrik ray_zibrik@yvr.ca

Subcontracted Scope	Module Installation and Finishing	
Subcontractor	593517 BC Ltd.	
Contact (name, title, email, telephone no.)	Frans Pellikan - Proprietor fransp@telus.net - 778.828.3060	
Approximate Percent of the Work to be Subcontracted	0.6%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Devon Pike Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$97,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455

	2. Project Name:	Jackfish Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$47,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455
	3. Project Name:	Bank of Montreal High Level Branch
	Client:	Bank of Montreal
	Nature of Work:	Bank of Montreal Branch
	Value:	\$1,000,000.00
	Client Contact:	Barret Gerlitz - 780.733.6000

Subcontracted Scope	Plumbing	
Subcontractor	Double E Plumbing and Heating	
Contact (name, title, email, telephone no.)	Vic Epp - Proprietor vjepp@telus.net - 604.866.9701	
Approximate Percent of the Work to be Subcontracted	0.5%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Columbia Containers
	Client:	Britco
	Nature of Work:	Install and commission plumbing in Modular multi story building
	Value:	\$15000
	Client Contact:	Alberto Toledo - 604.455.8027
	2. Project Name:	Rokstad Power BLL
	Client:	Britco
	Nature of Work:	Install and commission plumbing in Modular multi story building
	Value:	\$10000
	Client Contact:	Tom Matkin - 604.539.3949
	3. Project Name:	2014 PNE prize home Kelowna
	Client:	Britco
	Nature of Work:	Install and commission plumbing in Modular multi story building
	Value:	\$29000
	Client Contact:	Joe Cosgrove - 604.455.8024

Subcontracted Scope	Electrical and Data
Subcontractor	Summit Site Services

Contact (name, title, email, telephone no.)	Jeff Newman - President jeff@summitsiteservices.com - 780.916.4257	
Approximate Percent of the Work to be Subcontracted	0.5%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Devon Pike Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$97,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455
	2. Project Name:	Harvest Energy Operations Camp
	Client:	Harvest Energy
	Nature of Work:	Modular Camp
	Value:	\$3,800,000.00
	Client Contact:	Rob Fisher - 604.455.8030
	3. Project Name:	Jackfish Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$47,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455

Subcontracted Scope	Roofing	
Subcontractor	Double R Roofing and Sheet Metal	
Contact (name, title, email, telephone no.)	Ray Bruce - Proprietor Doubler.roofingbc@gmail.com - 604.351.0232	
Approximate Percent of the Work to be Subcontracted	0.4%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Devon Pike Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$97,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455
	2. Project Name:	Jackfish Lodge
	Client:	Devon Energy
	Nature of Work:	Lodge Facility for Workforce Accommodation
	Value:	\$47,000,000.00
	Client Contact:	Traian Neascu - 403.232.7455

	3. Project Name:	BC Liquor Store Repair
	Client:	ICE Developments
	Nature of Work:	Repair to roof
	Value:	\$800.00
	Client Contact:	Amanda Hokensen - 778.239.1281
Contact (name, title, email, telephone no.)	Rick Bongers - Project Manager rick@terracana.ca - 604.270.4773	
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Tsawwassen Boardwalk
	Client:	Aquillini Development and Construction
	Nature of Work:	Piling & Construction of a Suspended Boardwalk
	Value:	\$655,000.00
	Client Contact:	Kevin Clarke, Kevin.Clarke@aquilini.com
	2. Project Name:	The Ivy - Sidewalk Hoarding
	Client:	Ventana Construction
	Nature of Work:	Temporary Piling to Support Hoarding & Offices
	Value:	\$65,000.00
	Client Contact:	Peter Wheatley - pwheatley@ventanaconstruction.com
	3. Project Name:	Toba Inlet Run of the River Project
	Client:	Allteck Line Contractors
	Nature of Work:	Piling to support suspended transmission line poles
	Value:	\$115,000.00
	Client Contact:	Marco Van Enter - mvanenter@allteck.com

Subcontracted Scope	Sprinklers	
Subcontractor	Viking Fire Protection	
Contact (name, title, email, telephone no.)	Trevor Frith	
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (Identify at least three similar projects within the last five years, including the client)	1. Project Name:	Narrows Lake Camp
	Client:	Britco
	Nature of Work:	Installation of fire protection
	Value:	\$540,000
	Client Contact:	Ted Unruh
	2. Project Name:	Sears Redevelopment
	Client:	Division 15
	Nature of Work:	Installation of fire protection
	Value:	1,600,000.00
	Client Contact:	James Dixon
	3. Project Name:	Okanagan Trades Renewal
	Client:	Rambo Mechanical
	Nature of Work:	Installation of fire protection
	Value:	480,000.0
	Client Contact:	D

WORKSAFEBC REGISTRATION



britco

BUILDING INNOVATION

City of Vancouver - FOI File # 2018-277

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SUBMITTAL DATED 07.11.16



WORKING TO MAKE A DIFFERENCE

Assessment Department Location
Mailing Address 6951 Westminster Highway
PO Box 5350 Richmond BC
Station Terminal V7C 1C6
Vancouver BC V6B 5L5 www.worksafebc.com

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

Mr Joel Holloway
100 - 20091 91A Avenue
LANGLEY, BC V1M 3A2

July 18, 2017

Person/Business : TRIPLE M MODULAR LTD.
BRITCO CONSTRUCTION
992020 AQ(016)

We confirm that the above-mentioned account recently registered , effective April 06, 2017 , and its first assessment remittance to the Workers' Compensation Board is not yet due.

The first payment that will affect this firm's clearance status is due on July 20, 2017.

Contractor liability is outlined in Section 51 of the *Workers Compensation Act*.

Employer Service Centre
Assessment Department

Clearance Reference # : C129685290
CLRA5

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

CONFLICTS, COLLUSION, LOBBYING



britco

BUILDING INNOVATION

**REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL**

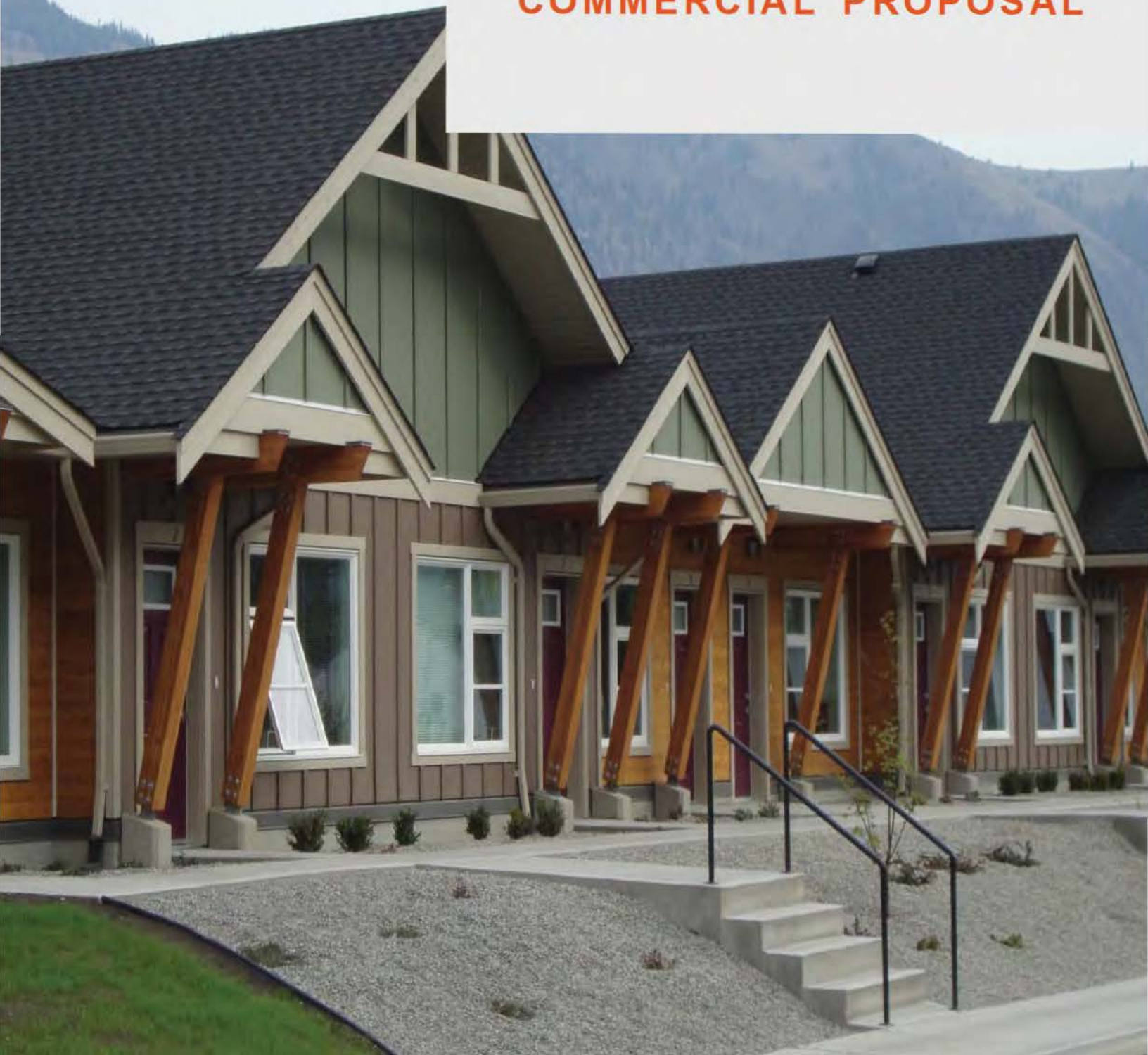
APPENDIX 14

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	There are no exceptions to report as there is no Conflict of Interest in the preparation of this response or execution of the project as set out in the RFP documents provided by Vancouver Affordable Housing Agency.
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

COMMERCIAL PROPOSAL



britco

BUILDING INNOVATION

City of Vancouver - FOI File # 2018-277

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REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

COMMERCIAL PROPOSAL

The pricing noted below is indicative and based on Britco's previous submissions to Vancouver Affordable Housing Agency.

For simplicity, the pricing is a rough order of magnitude amount, and is being presented on a per unit basis. The final costs could vary, depending on the number of units ordered, the complexity and requirements of individual site designs, and possible added requirements from the City or other jurisdictions.

The costs are also based on an earlier unit design configuration that was approximately 250 ft², but which also conformed to the requirements of the City of Vancouver's design guidelines for Micro-Dwelling apartments.

1.1 PROJECTED PROJECT PRICING

Prefabricated Housing Units and Communal Amenity Area projected Costs:

Type of Product or Description of Product	Unit of Measurement	Price
Design of Project	Total each Project Site	s.21(1)
Construction of Project	Per Dwelling Unit - factory	
Delivery of Project	Per Dwelling Unit - Deliver	
Installation of Project including foundations	Per Dwelling Unit install	
Installation of sprinklers and sprinkler connections to outside services	Per Dwelling Unit install	
Plumbing works to outside services, including for future laundry services	Per Dwelling Unit install	
Electrical work including connection to outside services, supply and installation of hard wired fire alarm system and hard wired Carbon Monoxide alarms	Per Dwelling Unit install	
Supply and installation of 10 5lb wall hung Fire extinguishers as needed	Each	
Exterior skirting	Per Dwelling Unit install	
Demobilization and Rehabilitation to return site to original condition	Per Dwelling Unit	

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

Table 2: Warranty Costs

Description	Amount
Building Envelope Up to 10 Year Warranty	s.21(1)
Other Warranties	
Additional upgrades to warranty(ies)	

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

Table 3: Optional Costs

Description	Amount	
Installation of wall protection to four feet a.f.f.	Total Price per Unit	s.21(1)
Traditional locks/keys suited for master key entry	Total Price per Unit	
Installation of 5 lb fire extinguishers	Each	

Vancouver Affordable Housing Agency

Housing First Temporary Modular Housing Strategy

RFP No.: PSVAHA2017-06



HORIZON NORTH

Submitted: July 21, 2017

July 21, 2017

Vancouver Affordable Housing Agency Ltd.
% City of Vancouver Supply Chain Management
4th Floor – 453 West 12th Avenue
Vancouver, BC, V5Y 1V4

Attention: Mr. JIM LOWOOD

RE: PSVAHA2017-06 – HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY

Dear Mr. Lowood,

The Vancouver Affordable Housing Agency (VAHA) Request for Proposal is to facilitate the quick and cost effective delivery of much needed affordable housing to the City of Vancouver's most vulnerable citizens. The VAHA is seeking the services of an experienced design-builder to design, supply, and construct cost effective, high quality, temporary modular housing developments. The temporary housing developments will be located on approximately 10 sites and accommodate approximately 50 to 70 individuals per location. VAHA's objective is to have 600 prefabricated modular housing units and communal amenity facilities occupied by December 31, 2017.

HN is best suited to assist VAHA to achieve these objectives. Our plans outline how we will meet the schedule. We intend to leverage our proven experience and utilize the positive existing relationship between our two organizations.

- **Able to meet schedule**

HN can design build, transport, install and turn-over 600 self-contained residential suites to VAHA by December 15 2017

- **Proven product and experience**

The VAHA Terminal Avenue project was a successful build for both parties. By leveraging previous design efforts HN is able to quickly offer quality structures that have been proven in the field. As well, we will be able to use our previous design and construction experience to mitigate any risks to the schedule.

- **Existing Positive relationship**

VAHA and HN have a proven and tested relationship. We have demonstrated the ability to effectively communicate, negotiate and solve problems. This trust will be key in ensuring there are no delays in an already challenging schedule.

ABLE TO MEET SCHEDULE - HN can provide 600 suites to VAHA by December 15 2017

HN is able to meet this schedule. We have crafted a project schedule which utilizes multiple manufacturing facilities, to install and commission at multiple building sites. This approach offers upfront flexibility. We will be able to handover eight sites prior December 15 with the last two complete on the December 15, 2017 deadline.

Horizon North will be able to hand-over the first location by **November 10, 2017**. We have the capacity and capability to meet this preliminary schedule, as noted in the table below:

Location	Number of Beds at Each Location	Substantial Performance Date	Total Beds Available by Substantial Performance Date
Location 1	60	10-Nov-17	60
Location 2	60	17-Nov-17	120
Location 3	60	24-Nov-17	180
Location 4	60	24-Nov-17	240
Location 5	60	1-Dec-17	300
Location 6	60	1-Dec-17	360
Location 7	60	8-Dec-17	420
Location 8	60	8-Dec-17	480
Location 9	60	15-Dec-17	540
Location 10	60	15-Dec-17	600

Proven product and experience - VAHA's '220 Terminal' project was a successful build for both parties

Feedback from the recent meeting with present maintenance staff proved the overall quality of the VAHA Terminal Avenue Project. By leveraging previous efforts HN is able to quickly offer quality structures that have been field proven. Specific product manufacturing and install experience gleaned helps to mitigate execution risk and potential timeline creep. HN has previously delivered the right building, on time and on budget. This is invaluable experience which can only help future efforts achieve the same results.

Existing Positive relationship - VAHA and HN have a proven and tested relationship

We have both demonstrated the ability to effectively communicate, honestly negotiate and quickly solve problems. This has established trust. Given the very aggressive timelines proposed communication, negotiation and problem solving will remain key success factors. HN strongly feels that through our existing positive relationship we will be able to overcome obstacles and achieve the overall project objectives.

We too, believe that all individuals have a right to safe and affordable housing and welcome the opportunity for a collaborative discussion with Vancouver Affordable Housing Agency on our proposal.

Best Regards,
HORIZON NORTH

A handwritten signature in black ink, appearing to read "Ross Sturgeon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ross Sturgeon,
Business Development Director

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2. Compliance Matrix
3. Project Delivery Summary
4. Part B: Warranty and Code Compliance
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 - 5.2 Appendix 3: Timeline
 - 5.3 Appendix 5: Certificate of Insurance
 - 5.3.1 Horizon North Certificate of Insurance
 - 5.3.2 Letter of Compliance Aon Reed Stenhouse Inc.
 - 5.3.3 Professional Liability Insurance Certificate – Blue Green Architecture
 - 5.4 Appendix 6: Declaration of Supplier Code of Conduct Compliance – Signed
 - 5.5 Appendix 8: Sustainability Requirements Questionnaire
 - 5.5.1 Environmental Statement
 - 5.6 Appendix 10: Subcontractors
 - 5.6.1 Subcontractor – Fire Protection
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 - 5.7 Appendix 10: Proposed Amendments to Form of Agreement
 - 5.8 Appendix 11: Proof of WorkSafeBC Registration
 - 5.9 Appendix 14: Conflict; Collusion; Lobbying
6. Supplemental Information:
 - 6.1 Design Feature Sheet
 - 6.2 Drawings: Floor Plans and Perspectives
 - 6.3 VAHA (Terminal Avenue) Production Specification
7. VAHA Amendment No. 1 dated July 18, 2017 - Signed

Project Delivery:

Horizon North has the capability, capacity and experience to efficiently and cost effectively meet the objectives and requirements in the RFP. Our approach recognizes that successful design-build projects require a distinct delivery methodology. In the last two years Horizon North has successfully delivered 23 design-build projects in excess of >\$150MM. The VAHA Terminal Ave Project is an example of our ability to successfully deliver scope, schedule, budget and innovation for a design-build project.

1. Capability:

Horizon North's unique approach in the industry is to self-perform the scope of work, with in-house resources. This includes the project management, design, procurement, manufacturing, transportation, installation and commissioning.

- i. Internal resources give us the ability to create more accurate scheduling based on historical parametric data, and an increased ability to control the schedule as needed by managing our own resources.
- ii. Self-performing creates a comprehensive knowledge of design-build costs, such as current market value and availability of materials, alternatives that provide the best value, and ultimately, generate true estimates and budgets for the project.
- iii. Improved Quality Control and Quality Assurance are assured through consistent representatives responsible from start to finish. We can achieve levels of quality which limit extra costs and delays due to deficiencies.
- iv. Horizon North has an industry leading and nationally recognized safety performance record. Costs are reduced and scheduled maintained due to limited lost-time incidents.

2. Capacity:

Horizon North will self-perform the VAHA Temporary Modular Housing Projects and has the depth of internal resources to support a dedicated team.

- i. We can readily meet the output requirements. The majority of the modules will be built locally in the Kamloops manufacturing facility. We have two other facilities that can supplement the program.
- ii. Our Project Management Team has 15 full-time staff; an experienced dedicated team will support the VAHA projects;
- iii. Our Design Team consists of 17 staff with the VAHA project requiring only one third of the capacity.
- iv. Our Architecture and Engineering Consultant team is dedicated and knowledgeable of Vancouver Building Bylaws and process;
- v. The building will be delivered by Horizon North's in-house Transportation Division, installed and commissioned by Horizon North's in-house Site Works & Field Services Division.

- vi. Our transportation division has 45 late-model GPS equipped transport vehicles with the project only requiring sixteen to meet the schedule requirements.
- vii. Our Site Works & Field Services crew is in excess of 200 available staff.

3. Experience:

Horizon North has experience working with VAHA, BC Housing and large global firms managing projects

s.21(1) Effective processes and procedures are in place for:

- Stakeholder Management
- Communication Management
- Change Management
- Progress Monitoring and Measurement
- Document Control
- Quality Control and Assurance
- Health, Safety and Environment

Detailed Management Plans are available upon request

4. Pricing:

Based on our experience with the VAHA Terminal Ave Project, the indicative cost for the 250 sf studio suite is approximately s.21(1)

s.21(1) Any change to costs will be the result of site specific design requirements or site conditions.

As always there are site specific conditions which could influence costs up or down. s.21(1)

s.21(1)

s.21(1) Finally, the scale of each building may need to be taken into consideration. If the buildings get large enough then they must be built to 'Building Code Part 3' rather than 'Building Code Part 9' which does incur some additional design requirements. In short, once sites are selected firm pricing will be determined in order to deliver VAHA full pricing confidence

We feel that based upon VAHA Terminal Avenue Project the final firm price for this RFP will land in or around the same amount. Any pricing delta between the projects would be a result specific design and site conditions.

COMPLIANCE MATRIX

ITEM	DESCRIPTION	FULLY COMPLIES
Part A	INFORMATION AND INSTRUCTIONS	✓
Part B	HOUSING AGENCY REQUIREMENTS	
	3.1 (c) Expected Life of Unit	✓
	3.1 (h) Code Summary	✓
Part C	FORM OF PROPOSAL	✓
	Appendix 1 - Legal Terms and Conditions	✓
	Appendix 3 - Timeline	✓
	Appendix 5 - Certificate of Insurance	✓
	Appendix 5 - Professional Liability Insurance Certificate	✓
	Appendix 5 - Insurance Letter of Compliance	✓
	Appendix 6 - Declaration of Supplier Code of Conduct Compliance	✓
	Appendix 8 - Sustainability Requirements Questionnaire	✓
	Appendix 8 - Environmental/Sustainability Policy	✓
	Appendix 10 - Subcontractor	
	Appendix 10 - Subcontractor (Fire Protection)	✓
	Appendix 10 - Subcontractor (Foundation System (MultiPoint))	✓
	Appendix 11 - Proposed Amendments to Form of Agreement	✓
	Appendix 13 - Proof of WorkSafeBC Registration	✓
	Appendix 14 - Conflicts, Collusion, Lobbying	✓
Part D	FORM OF AGREEMENT	-
ANNEX 1	TEMPORARY MODULAR HOUSING DESIGN BRIEF	-
AMD_1	Amendment No. 1 dated July 18 2017	✓

Part A – Information and Instructions

ATTACHMENT(S):

1. Not required.

Part B – Housing Agency Requirements

ATTACHMENT(S):

3.1 Standards

- (c) Expected Life of Units
- (d) Building Envelop Warranty
- (h) Code Summary

3.1 Standards:

(c) Life Expectancy

The life cycle expectancy of modular construction is the same as conventional or traditional wood frame construction methodologies. However, modular construction is intrinsically more sustainable than conventional or traditional construction methods.

(d) Warranty

Horizon North has several extended warranty options. Our standard warranty is one year for materials and labour defects from the date of substantial performance. Other optional programs included a 5 Year Building Envelope and a 10 year Building Envelope warranty. We welcome the opportunity to discuss and collaborate on the best options for VAHA.

(h) Code Review

For a Vancouver Building Bylaw Part 9 building classification, the maximum building area of 600 square meters can accommodate a project unit total of about 58-60 units in a three storey building. If the building area exceeds the 600 square meters, then the building will be a Vancouver Building Bylaw Part 3 classification. Both require fire protection with a 45min FSR. Keeping within reasonable set-backs and limiting distance requirements will avoid extra costs. Factors such as site topography, site proportion (width vs length), street access, can effect efficiency of planning and subsequently project cost.

Blue Green Architecture Inc. have worked with Horizon North Logistics on modular projects for three years. This experience has given the firm a complete understanding of the unique opportunities and requirements for assembly detail, code compliance and project delivery. The firm was the architects for the Terminal Ave VAHA project an experience that directly represents the proposed RFP work.

See Summary Code Review on following page.

BlueGreen Architecture Inc.						
Vancouver Building Bylaw 2014 Part 9 Summary						
Project Name:	Horizon North - Vancouver Housing			Date:	June 24, 2016	
				Revised Date	42935	
				Revision No.:	1	
Section 9.7. Windows Doors and Skylights						
Conformance to NAFS - North American Fenestration Standard / Specification for Windows, Doors, and Skylights and The Canadian Supplement.						
New skylights to resist snow loads, and to conform to NAFS - North American Fenestration Standard / Specification for Windows, Doors, and Skylights and The Canadian Supplement.						
Skylights: n/a						
Fixed Windows: R-PG25-DP890						
Section 9.9 Means of Egress						
9.9.4.5.	Openings in exterior walls of exits - exterior walls which intersect less than 135° and the openings are within 3m					
	Openings near exit doors - where an exterior exit door is within 3m horiz. of an unprotected opening in another fire compartment where the compartments intersect less than 135°, the opening shall be protected with wired					
9.9.4.6.	glass in fixed steel frames or glass block.					
9.9.8.	Sprinklered Building max. travel distance 45m.					
9.9.11.3.	Exit signs required.					
9.9.11.5.	Floor numbering signs required.					
9.9.12.	Emergency lights required.					
Section 9.10 Fire Protection						
9.10.7.	Fire protection of crawl space to be determined.					
9.10.8.	3 Storey Group C - floors 45 min. fire resistance rated fire separation - roof not rated					
	Loadbearing walls, columns and arches supporting a rated assembly to be 45 min. f.r.r.					
	Roofs supporting an occupancy 45 min. f.r.r. fire separation.					
	Floors of exterior passageways used as part of a means of egress 45 min. f.r.r. or be noncombustible.					
	Crawl Space is to be less than 1.8m high, is not to contain flue pipes nor be used as a plenum.					
9.10.9.	Separation of residential suites 45 min. f.r.r. f.sep.					
	Separation of public corridor 45 min. f.r.r. f.sep.					
	Floor above crawl space is not required to be f.r.r. f.sep.					
	Horizontal service space or concealed space to be fire separated from a vertical fire separation below.					
9.10.10.	Service room 1 Hour f.r.r. f.sep. when containing fuel fired appliance.					
	Storage room 45 min. f.r.r. f.sep.					
9.10.12.	Where exterior walls meet at an angle <135° unprotected openings shall be min. 1.2m apart when within different fire compartments. Wall is to have f.r.r. within the 1.2m distance.					
	Protection of soffits.					
	Spatial separation, limiting distance, exposed building face, allowable openings, ratings and comb vs noncomb cladding for exterior walls to be determined. South exposed building face requirements are waived by The City of Vancouver due to existing to remain park.					
9.10.14.	Fire alarm system, smoke detectors required.					
9.10.18.	Smoke alarms required.					
9.10.19.	Fire extinguishers required.					
9.11 Sound Control						
	Min. STC 50 between dwelling units.					
9.18. Crawl Spaces						
	Section does not apply when crawl space exterior walls have more than 25% of total area above finished grade, but we use this section for a reference.					
	Crawl Space access min. 550mm x 900mm					
	Crawl Space ventilation min. 0.1sm / 50sm of floor area and to be uniformly distributed at opposites sides of the building.					
9.32 Ventilation						
	Carbon Monoxide alarms are required in suites containing fuel fired appliance and in dwelling units when sharing walls with a service room.					
Part 10 Energy and Water Efficiency						
and Assemblies						
a)	Exterior wall, 2x6 wood studs @ 16" o.c. R20 Batt, 1x2 (3/4") rainscreen/strapping					
	min. 3.5 RSI (R20)					
e)	Floor over unheated crawlspace					
	min. 4.9 RSI (R28)					
f)	2x10 @ 16" o.c. vented flat roof					
	min. 4.9 RSI (R28)					
					End of Report	

Part C – Form of Proposal

ATTACHMENTS:

Appendix 1 – Legal Terms & Conditions

Appendix 2 – Questionnaire – Intentionally Deleted

Appendix 3 – Timeline

Appendix 4 – Proponent's References – Intentionally Deleted

Appendix 5 – Certificate of Insurance

Appendix 6 – Declaration of Supplier Code of Conduct Compliance

Appendix 7 – Corporate Sustainability Leadership Questionnaire – Intentionally Deleted

Appendix 8 – Sustainability Requirements Questionnaire

Appendix 9 – Personal Information Consent Form – Intentionally Deleted

Appendix 10 – Subcontractors

Appendix 11 – Proposed Amendments to Form of Agreement

Appendix 12 – Financial Statements – Intentionally Deleted

Appendix 13 – Proof of WorkSafeBC Registration

Appendix 14 – Conflicts; Collusion; Lobbying

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PSVAHA2017-06 Supplier for Housing First Temporary Modular Housing Strategy, (the "RFP")

Proponent's Name: Horizon North Camp & Catering Partnership
"Proponent"

Address: 540 Athabasca St. West, Kamloops, BC V2H 1C4

Jurisdiction of Legal Organization: Province of Alberta

Date of Legal Organization: June 28, 2007

Key Contact Person: Scott Matson, Senior Vice President, Finance and CFO, Executive

Telephone: (403) 517-4662

Fax: -

E-mail: smatson@horizonnorth.ca

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 Housing Agency's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:



Signature of Authorized Signatory for the Proponent

July 20, 2017

Date

Scott Matson, Senior VP, Finance and CFO

Name and Title

Appendix 1 – Legal Terms and Conditions of RFP

ATTACHMENT(S):

1. Legal Terms & Conditions Form - signed

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

APPENDIX 1

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Housing Agency 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 Housing Agency and/or the City and the Proponent, or otherwise apply as between the Proponent and the Housing Agency and/or the City following the signing of any such Contract.

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the Housing Agency and/or the City and the Proponent following and as a result of the Proponent's selection by the Housing Agency in the Housing Agency's RFP process.
- (c) "Housing Agency" means the Vancouver Affordable Housing Agency Ltd., a company formed under the laws of the British Columbia;
- (d) "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).
- (e) "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.
- (f) "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.
- (g) "Proposal Form" means that certain Appendix 1 to Part C of the RFP, completed and executed by the Proponent.
- (h) "RFP" means the document issued by the Housing Agency as Request for Proposals No. PSVAHA2017-06, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE HOUSING AGENCY OR THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), neither the Housing Agency and 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 Housing

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

Agency and/or the City enters into a Contract, which the Housing Agency and the City may decline to do in their sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Housing Agency, acting as agent for the City, is a public body required by law to act in the public interest. In no event, however, does the Housing Agency, or 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 Housing Agency and the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Housing Agency at the Housing Agency's sole discretion. The Housing Agency 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 Housing Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Housing Agency 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 Housing Agency; 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.

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or agents on any basis or legal principle of any kind, the Housing Agency and the City's liability, as applicable, is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Housing Agency or the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the Housing Agency and/or the City and the Proponent under a Contract (or a similar contract between the City and/or the Housing Agency 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 Housing Agency, the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents Housing Agency's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Housing Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Housing Agency board and the Vancouver City Council about the RFP, the Housing Agency will treat the Proposal (and the Housing Agency evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Housing Agency and City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Housing Agency or the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Housing Agency or 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,

**REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
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evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or 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 Housing Agency or the City; or (ii) related to or has any business or family relationship with an elected official or employee of the Housing Agency or 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 Housing Agency, 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 Housing Agency or the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Housing Agency or 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 Housing Agency and/or 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 Housing Agency or 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.

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

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- (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.

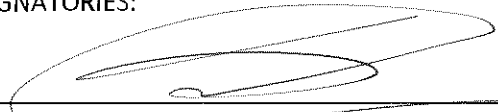
10 GENERAL

- (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 Housing Agency.
- (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.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

IN WITNESS WHEREOF, AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE PROPONENT BY IT'S DULY AUTHORIZED SIGNATORY OR SIGNATORIES:



Signature of Authorized Signatory for the Proponent

Date: July 20, 2017

Scott Matson, Senior VP, Finance and CFO

Name and Title

Appendix 2: Questionnaire

ATTACHMENT(S):

1. Not required – Intentionally Deleted from RFP

Appendix 3 – Timeline

ATTACHMENT(S):

1. Gant Chart for 10 Project Sites



s.21(1)

Appendix 4: Proponents References

ATTACHMENT(S):

1. Not required – Intentionally Deleted from RFP

Appendix 5: Certificates of Insurance

ATTACHMENT(S):

1. Horizon North Certificate of Insurance
2. Letter of Compliance – Aon Reed Stenhouse Inc.
3. Professional Liability Certificate of Insurance – Blue Green Architecture Inc.

Ref. No. 320007701202

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
1100 - 1st Street SE
4th Floor
Calgary AB T2G 1B1
tel 403-267-7010 fax 403-261-0897

Re: REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY
MODULAR HOUSING STRATEGY DESIGN BUILD
AGREEMENT

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

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Horizon North Camp & Catering Partnership
Suite 900, 240-4th Avenue SW
Calgary, AB T2P 4H4

Coverage

Commercial General Liability	Insurer	s.21(1)
Policy #	s.21(1)	
Effective	01-Jun-2016	Expiry 29-Sep-2017
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence s.21(1) Personal Injury & Advertising Liability s.21(1) Employers Liability s.21(1) Tenant's Legal Liability - All Risks s.21(1) Non-Owned Automobile Liability s.21(1) Products and Completed Operations, Aggregate s.21(1) Sudden & Accidental Pollution, Each Occurrence s.21(1) Forest Fire Fighting Expense s.21(1) Includes Contractual Liability Includes Cross Liability & Severability of Interests clause Policy may be subject to a general aggregate and other aggregates where applicable	
Automobile Owners Form	Insurer	s.21(1)
Policy #	s.21(1)	
Effective	01-Jun-2017	Expiry 29-Sep-2017
Limits of Liability	Third Party Liability s.21(1) All Vehicles Owned by or Leased by and Licensed in the Name of the Insured Bodily Injury, Death and Property Damage per occurrence SEF 21b - Blanket Basis Fleet	

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Umbrella Liability	Insurer	s.21(1)	
Policy #	s.21(1)		
Effective	01-Jun-2016	Expiry	29-Sep-2017
Limits of Liability	Each Occurrence s.21(1) Products and Completed Operations, Aggregate s.21(1) In excess of the above scheduled limits Policy may be subject to a general aggregate and other aggregates where applicable		
Contractors Equipment Floater	Insurer	s.21(1)	
Policy #	s.21(1)		
Effective	29-Sep-2016	Expiry	29-Sep-2017
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded) Not exceeding replacement value coverage Any One Occurrence s.21(1) Motor Truck Cargo s.21(1)		
Property	Insurer	s.21(1)	
Policy #	s.21(1)		
Effective	01-Jun-2016	Expiry	29-Sep-2017
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded) Property of Every Description Not exceeding replacement value coverage		
Boiler and Machinery	Insurer	s.21(1)	
Policy #	s.21(1)		
Effective	01-Jun-2016	Expiry	29-Sep-2017
Perils Insured	Property Damage s.21(1) Business Interruption s.21(1) Extra Expense s.21(1)		

Terms and / or Additional Coverage

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
 OR, IN THE CASE OF AUTOMOBILE INSURANCE,
 THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

The above Commercial General Liability policy is Broad Form Property Damage and does not contain an XCU Exclusion Endorsement.

It is hereby understood and agreed that the City of Vancouver, the Vancouver Board of Parks and Recreation and their officials, officers, employees, agents and consultants engaged on the Project are added as Additional Insureds but only with respect to the liability arising out of the Named Insured's operations where required by written contract or written agreement. The policy limits are not increased by the Additional Insureds and remain as stated in this certificate.

It is also hereby understood and agreed that the insurer provides a waiver of subrogation in favour of the City of Vancouver, the Vancouver Board of Parks and Recreation and their officials, officers, employees, agents and consultants engaged on the Project but only with respect to the liability arising out of the Named Insured's operations where required by written contract or written agreement.

It is further agreed that the City of Vancouver, the Vancouver Board of Parks and Recreation and their officials, officers, employees, agents and consultants engaged on the Project are added as Loss Payees as their interest may appear but only with respect to the Named Insured's operations where required by written contract or written agreement.

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium. Suspension of coverage, on any equipment, as described in the Boiler & Machinery policy wording, will suspend all insurance on that equipment, including the addressee's interest. However, the Insurer upon suspension of coverage will endeavour to furnish a copy of the suspension notice to the addressee.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO City of Vancouver. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 17-July-2017
Issued By : Gale, Walter A
Tel : +14032677894



July 19, 2017

The City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Re: Request for Proposals No. PSVAHA2017-06: Supplier for Housing First Temporary Modular Housing Strategy Design Building Agreement

To Whom It May Concern,

Aon Reed Stenhouse Inc. ("Aon") is the insurance broker for Horizon North Camp & Catering Partnership. Please accept this letter as confirmation that if Horizon North Camp & Catering Partnership is successful in its submission, Aon will be able to procure insurance on Horizon North Camp & Catering Partnership's behalf that will meet the requirements outlined on the contract. We have attached a Certificate of Insurance evidencing Horizon North Camp & Catering Partnership's current insurance policies.

Should you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Fiona Riehl", is positioned above the printed name.

Fiona Riehl
Associate Account Executive
Aon Reed Stenhouse Inc.

Aon Risk Solutions

1100 - 1st Street SE, 4th Floor | Calgary, Alberta T2G 1B1 | Canada
t +1.403.267.7010 | f +1.403.261.0897 | toll free +1.800.376.7010 | aon.ca
Aon Reed Stenhouse Inc.
Proprietary & Confidential



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4– 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 as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

s.21(1)

MAILING ADDRESS:

s.21(1)

LOCATION ADDRESS:

s.21(1)

DESCRIPTION OF OPERATION/CONTRACT:

Architecture and Interior Design

3. PROFESSIONAL LIABILITY INSURANCE

INSURER: s.21(1)

LIMITS OF LIABILITY:

Per occurrence/claim: \$ s.21(1)

POLICY NUMBER s.21(1)

Aggregate: \$

POLICY PERIOD: From 10/1/2016 to 10/1/2017

Deductible per occurrence/claim: \$

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: January 1, 1983

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: 07/20/2017

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

s.21(1)

Appendix 6: Declaration of Code of Conduct

ATTACHMENT(S):

1. Declaration of Code of Conduct Form - Signed

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

APPENDIX 6

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 Housing Agency and the City of Vancouver expects each supplier of goods and services to the Housing Agency 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 Housing Agency or the City, or have a plan in place to comply within a specific period of time. The Housing Agency 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 Horizon North Camp & Catering Partnership (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, Horizon North Camp & Catering Partnership (*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
No violations or convictions				

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 Horizon North Camp & Catering Partnership (*vendor name*).

Signature:

Name and Title:


Scott Matson, Senior VP, Finance and CFO

Appendix 7: Corporate Sustainability Leadership Questionnaire

ATTACHMENT(S):

1. Not required – Intentionally Deleted from RFP

Appendix 8: Sustainability Requirements Questionnaire

ATTACHMENT(S):

1. Sustainability Requirements Questionnaire
2. Environment Code of Conduct Statement

APPENDIX 8

SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all Housing Agency and City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the Housing Agency and the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the Housing Agency requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The Housing Agency may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Appendix and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

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PART C - FORM OF PROPOSAL

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☒ Yes ☐ No

If no, go to question 2.

If yes, please address the following:

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- a. Attach a copy of the policy or statement to your Proposal. [Attached: Environmental Stewardship](#)
- b. If the policy is publicly available, please provide a link to the document:
- _____

2. Does your company measure its greenhouse gas (GHG) emissions?

☐ Yes ☒ No

If yes, state total annual GHG emissions (tCO₂e): We began calculating a baseline GHG for 2016 within Manufacturing and for 2017 have started measuring for all divisions.

3. Has your company adopted GHG reduction targets or goals?

☐ Yes ☒ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

☐ Yes ☒ No

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

☐ Yes ☒ No

If no, skip to question 7.

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If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. Please limit answer to 400 words or less.

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

-
-
6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☒ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☒ No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

- b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☒ Yes ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

Various initiatives are encouraged such as car sharing where possible; we provide secure bike parking; change facilities; and region dependent, workers will walk/utilize public transport.

9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

We have expanded our Environmental Management System to include a more targeted approach to reducing Emission to Air/Water and Land.

Examples include: replaced lighting to LED lighting in many of our environments; installed occupancy sensor lighting and HVAC systems in many facilities; we participate within the Partners in Compliance Program and the installations of transponders with our Commercial Vehicles.

10. Does your company measure the total amount of solid waste generated by your operations annually?

☒ Yes ☐ No

If yes, state annual solid waste figures (kg or tonnes):

Our Manufacturing diverted 27.9mt with 201mt going to landfill for 2016.

11. Does your company have waste reduction and/or diversion targets or goals?

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

☒ Yes

☐ No

If yes, state targets and by what year they are to be achieved?

We are on target for improvement in 2017 after completing considerable renovations to improve lean manufacturing. We also experienced some changes in city recycling and supplier recycling options.

12. Does your company have an office or operations recycling program in place?

☒ Yes

☐ No

If yes, which materials does your company recycle - check only those that apply:

- ☒ office paper
- ☒ plastic and glass containers
- ☐ soft plastic
- ☒ food waste/compostables
- ☒ batteries
- ☒ printer or toner cartridges
- ☐ Styrofoam
- ☒ IT equipment / electronics / mobile devices
- ☒ clean wood (e.g., pallets)
- ☒ metals

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

We are presently working with suppliers to understand what replacement products may be available across our business that may be more ecofriendly. We are changing building practices to reduce/eliminate all forms of waste; employing the Reduce, Reuse, Recycle philosophy across our business in terms of everything from the office environment and reuse of paper, to the plant environment in acquiring pre-cut materials, to the field in recycling packing materials. We have also actively engaged the waste management company to implement improvements in up stream sorting prior to landfill.

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes

☒ No

In no, skip to question 16.

If yes, please address the following:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART C - FORM OF PROPOSAL

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply:

- n/a ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☒ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☒ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☒ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☒ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☒ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☒ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- n/a ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- n/a ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☒ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☒ Other: (list)
Building Materials where appropriate, such as Flooring products; Millwork (FSC); LED lighting;
Low consumption H2O fixtures; High efficiency appliances.

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

☐ Yes ☒ No

If yes, please state either:

a) date of certification; OR

b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes ☒ No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

☐ Yes ☒ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes ☒ No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3) (as defined in Section 3 below)

☐ Yes ☒ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☒ No

If yes, state the name of the third party and date of certification or date of last review:

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

Hiring "Job Fairs" in both local and Aboriginal Communities as location and applicable available work permits; rental of both local and aboriginal community grounds for employee events; involvement of local communities and Aboriginals in relevant business affairs. Where available, local suppliers are sourced and utilized for products and services.

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a “person with barriers to employment”, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.



Our Commitment to Health, Safety and Environmental (HSE) Performance

Environmental Stewardship

Protecting the environment and ensuring the health and safety of employees, contractors, neighbours and customers is integral to the day-to-day operations at Horizon North Logistics Inc. (HNL) has rigorous occupational and process safety, and environmental management programs that meet or exceed industry and regulatory standards. HNL works to continually improve safety and environmental performance while supplying high-quality products and services to meet our customer needs.

HNL is committed to minimize the impact of its operations on the environment and has established a number of initiatives that include:

- Reduce, Reuse and Recycle;
- Reduce vehicle emissions by minimizing vehicle idle time;
- Elimination all leaks and spills;
- Use of environmentally friendly cleaning products; and
- Minimizing the footprint in the areas of operation "HNL" has control of.

As an employee of HNL you are expected to ensure you are doing your part in minimizing the impact to the environment in and around the area you work.

Rod Graham
President and CEO
Horizon North Logistics Inc.

January 2017

Appendix 9: Personal Information Consent Form(s)

ATTACHMENT(S):

1. Not required – Intentionally Deleted from RFP

Appendix 10: Subcontractors

ATTACHMENT(S):

1. Subcontractor Form: Fire Protection
2. Subcontractor Form: Foundation System

APPENDIX 10

SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor	s.21(1)	
Contact (name, title, email, telephone no.)	s.21(1)	
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	s.21(1)
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	s.21(1)
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	s.21(1)
	Client Contact:	

APPENDIX 10

SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope	Foundation System - Multipoint	
Subcontractor	s.21(1)	
Contact (name, title, email, telephone no.)	s.21(1)	
Approximate Percent of the Work to be Subcontracted	5%	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	s.21(1)
	Client:	Samaritan's Purse
	Nature of Work:	Foundation System - Multipoint
	Value:	s.21(1)
	Client Contact:	s.21(1)
	2. Project Name:	s.21(1)
	Client:	Katzie First Nation
	Nature of Work:	Foundation System - Multipoint
	Value:	s.21(1)
	Client Contact:	s.21(1)
	3. Project Name:	VAHA 220 Terminal St
	Client:	Horizon North
	Nature of Work:	Foundation System - Multipoint
	Value:	s.21(1)
	Client Contact:	Brock.Elliott@horizonnorth.ca

Appendix 11 – Proposed Ammendments to Form of Agreement

ATTACHMENT(S):

1. Proposed Amendments to Form of Agreement - No amendments.

APPENDIX 11

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the Housing Agency's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit
No amendments		

Appendix 12: Financial Statements

ATTACHMENT(S):

1. Not required – Intentionally Deleted from RFP

Appendix 13: Proof of WorkSafeBC Registration

ATTACHMENT(S):

1. WorkSafeBC Clearance Letter, Reference #C129688653



WORKING TO MAKE A DIFFERENCE

Assessment Department

Mailing Address

PO Box 5350

Station Terminal

Vancouver BC V6B 5L5

Location

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

Horizon North Camp & Catering Partnership
540 Athasbasca Street W
KAMLOOPS, BC V2H 1C4

July 19, 2017

Person/Business : HORIZON NORTH CAMP & CATERING INC & HORIZON NORTH LOGISTICS INC
HORIZON NORTH CAMPS & CATERING
787382 AQ(091)

We confirm that the above-mentioned account is currently active and in good standing .

This firm has had continuous coverage with us since July 01, 2007 and has satisfied assessment remittance requirements to July 01, 2017 .

The next payment that will affect this firm's clearance status is due on September 01, 2017.

This information is only provided for the purposes of Section 51 of the Workers Compensation Act, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C129688653
CLRA1A

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

Appendix 14: Conflicts, Collusion, Lobbying

ATTACHMENT(S):

1. Conflicts; Collusion, Lobbying Form – no exceptions

APPENDIX 14

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

Supplemental Information

ATTACHMENT(S):

1. Design Feature Sheet
2. Drawings: Floor Plans and Perspectives
3. VAHA (Terminal Avenue) Production Specification

FEATURE SHEET

A. Construction - General

ITEM	COMPONENT	DESCRIPTION
1	Warranty	i. Building: one year, materials & labour
2	Interior Finishes / Colours	TBD
3	Exterior Finishes	i. Soffit – aluminum ii. Body – Fibre cement iii. Accents – profiled metal iv. External gutters and down spouts v. Aluminum railing
4	Insulation	i. To meet energy code requirements
5	Windows	i. Vinyl with PVC jamb extensions ii. Prefinished casing
6	Roof System	i. Roof membrane ii. Flat roof system iii. Vinyl clad drywall
7	Walls	i. Ceiling height (suites) = 8'-0" ii. Ceiling height (corridor) = 7'-0" iii. 2x4 or 2x6 wood studs (as per plans) iv. Vinyl clad drywall
8	Floor System	i. Wood joist ii. Plywood sub floor iii. Underlayment in vinyl flooring areas
9	Foundation System	i. Semi-permanent foundation to suit site conditions

B. Construction – Common Areas

ITEM	COMPONENT	DESCRIPTION
1	Flooring	i. Vinyl flooring throughout ii. Vinyl base throughout (except as noted) iii. Coved-up flooring (washroom and laundry)
2	Cabinets / Countertops	i. Standard grade cabinetry ii. Plastic laminate countertops
3	Doors	i. Metal with expandable jamb; painted
4	Lighting	i. Mid- grade lighting package
5	Mechanical (HVAC, Plumbing & Fire Protection)	i. Fire protection system ii. Mid-grade plumbing fixtures (low-flow) iii. Electric PTACs (heat only) iv. Mechanical ventilation in corridors and enclosed stairwells

		v. Washer hook-up (laundry area)
		vi. Floor drain (washroom and laundry)
6	Electrical	i. Fire alarm ii. Rough-ins based on residential conventions iii. GFI outlets to meet building code requirement
7	Communication/ Data / Cable	i. Quantity & locations to be determined
8	Common Area / Laundry / Office	i. Kitchenette (common area) ii. Two piece accessible bathroom (lobby area) iii. Built-in furniture (office area)

C. Construction – Suites

ITEM	COMPONENT	DESCRIPTION
1	Flooring	i. Vinyl flooring throughout ii. Vinyl base throughout (except where notes on drawings) iii. Coved up flooring (washroom)
2	Cabinets / Countertops	i. Standard grade cabinetry ii. Plastic laminate countertops iii. Enclosed washroom vanities
3	Window Coverings	i. Drapery
4	Lighting	i. Mid-grade lighting package
5	Suite Doors	i. Metal with expandable jamb; painted ii. Peep hole
6	Interior Doors	i. Hollow core with wood jamb; paint grade ii. Prefinished casing
7	Mechanical (HVAC, Plumbing, Fire Protection)	i. Mid-grade plumbing fixtures (low-flow) ii. Electric PTAC (heat only) iii. One-piece shower with curtain iv. Floor drain (washroom)
8	Electrical	i. Rough-in based on residential conventions ii. 60 amp service (each suite) iii. Smoke detectors, hardwired iv. GFI outlets to meet building code requirement v. Electrical hook-ups for fridge, and stove with fan hood vi. Bathroom exhaust fans controlled to meet building code requirement
9	Communications / Date / Cable	i. Quantity and locations to be determined
10	Optional Component	i. Full tile backsplash (suite kitchens)

FLOOR PLANS AND PERSPECTIVE SKETCHES

Floor Plan A

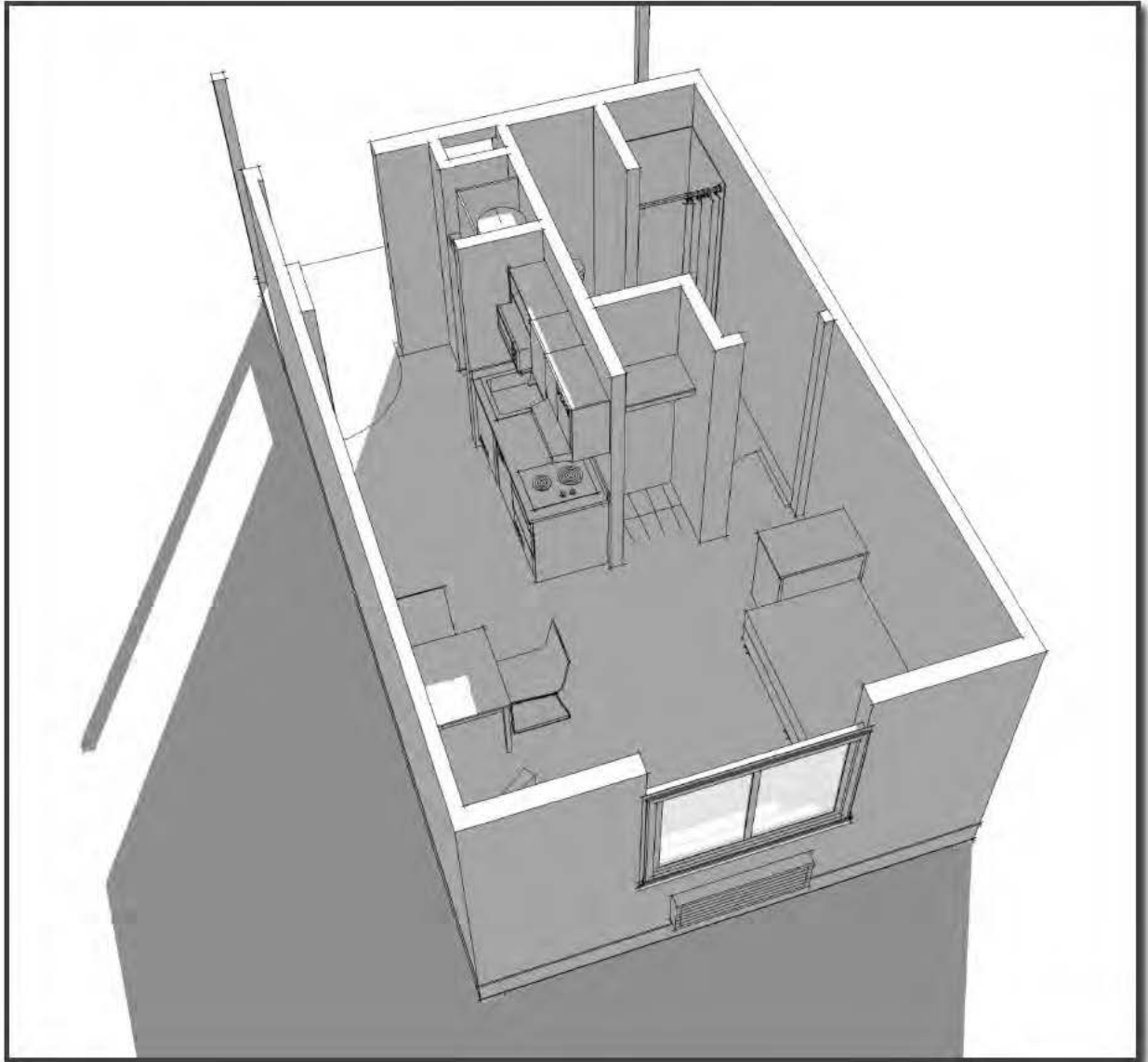
Studio - 250 sq.ft.



(Artist Concept Only)

Perspective View - Floor Plan A

Studio Unit - 250 sf



(Artist Concept Only)

Floor Plan B

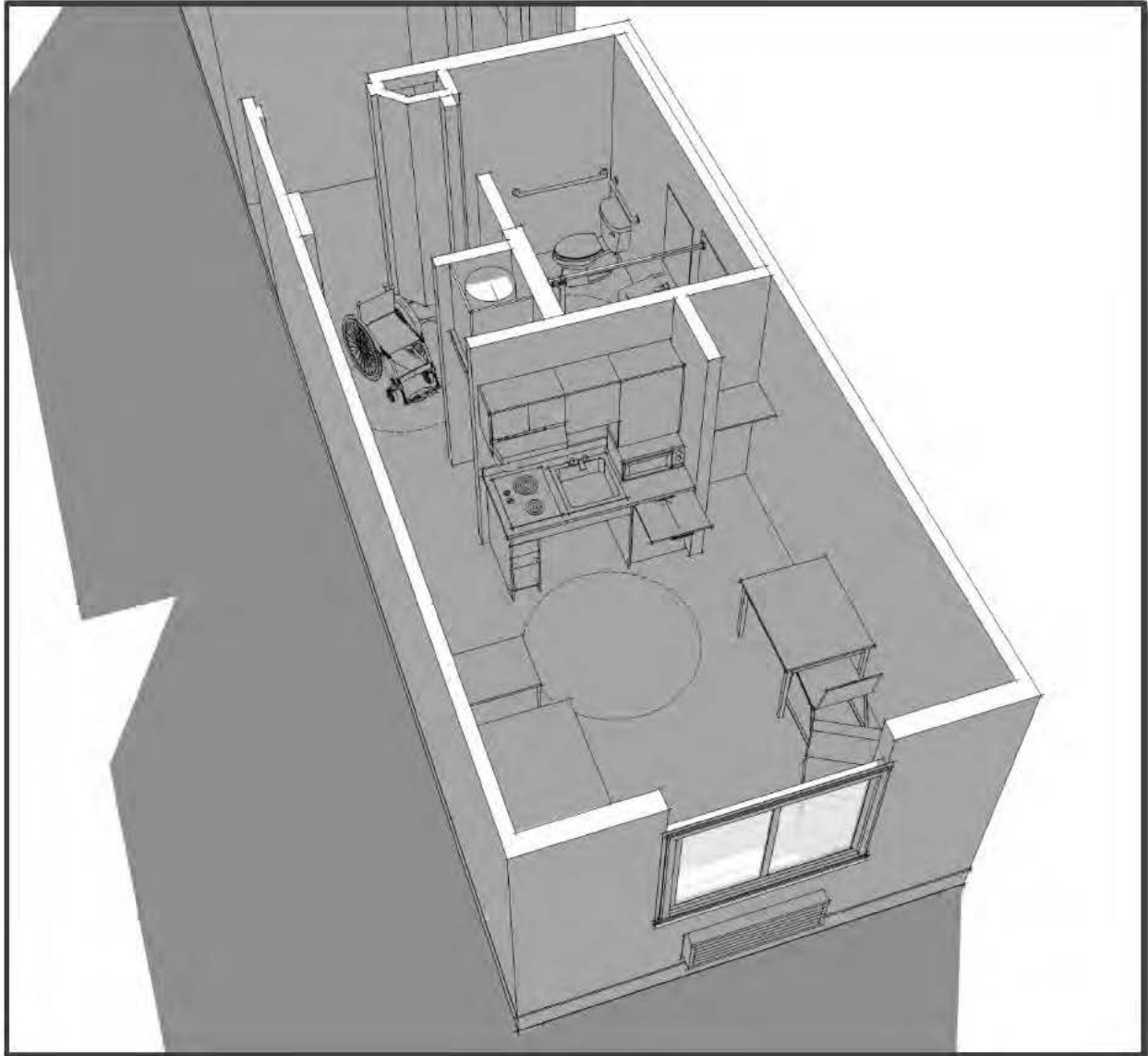
Accessible Unit - 275 sf



(Artist Concept Only)

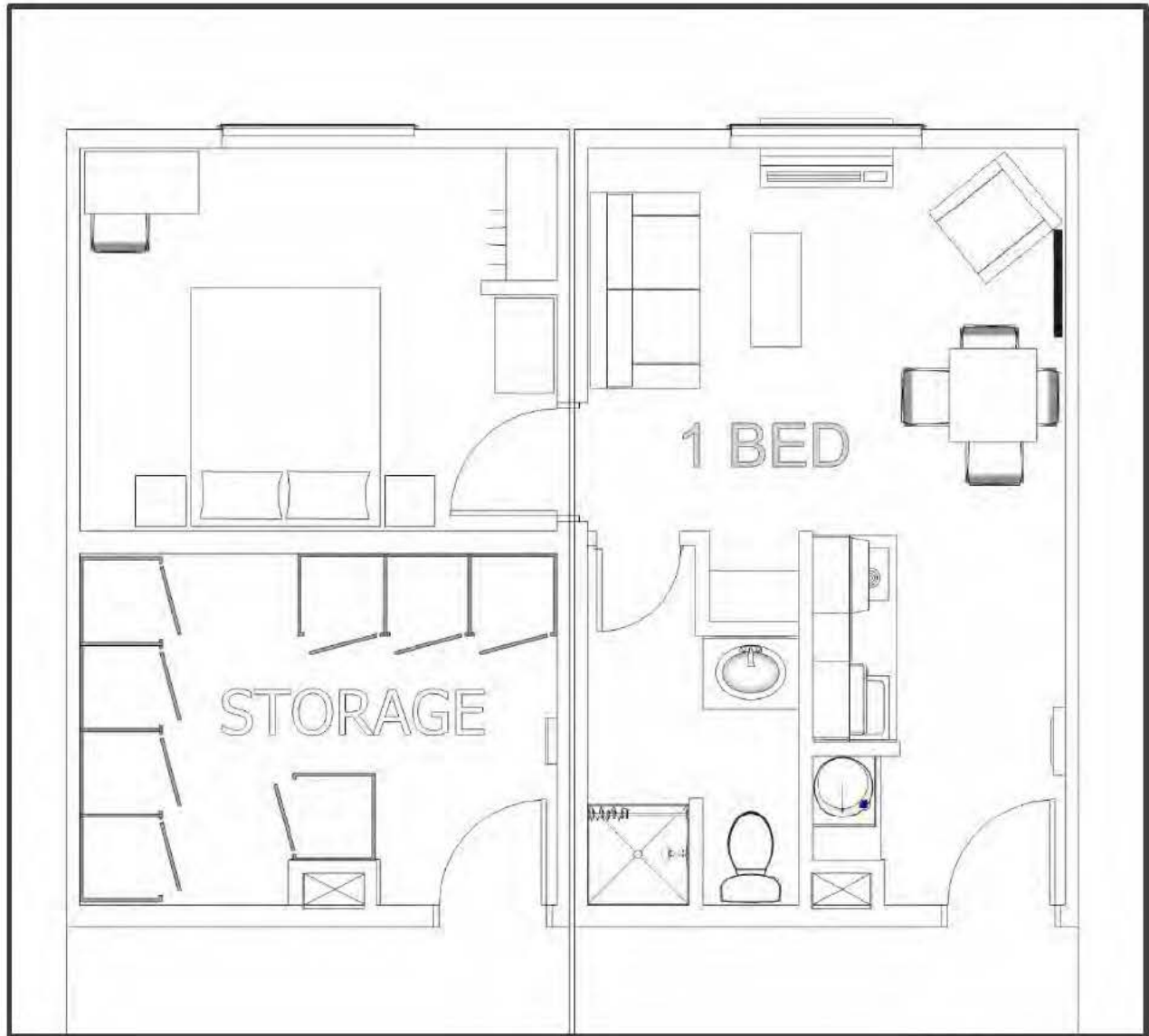
Suite Perspective - Floor Plan B

Accessible Unit - 275 sf



(Artist Concept Only)

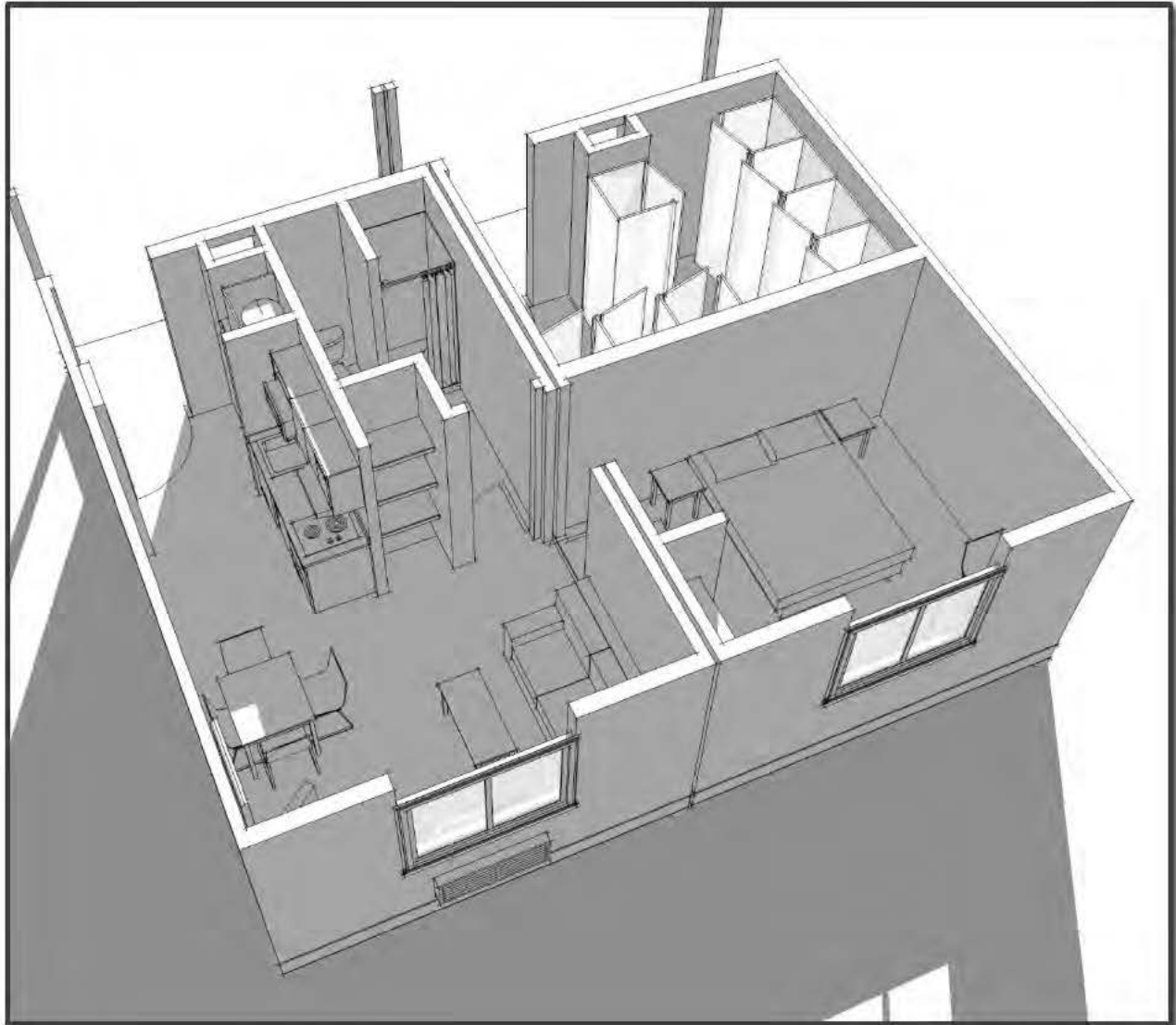
Floor Plan C:
1-Bedroom - 350 sf



(Artist Concept Only)

Perspective View – Floor Plan C

1-Bedroom - 350 sf.



(Artist Concept Only)



23826-IB-012



Vancouver Affordable Housing Agency

Vancouver (City Hall), British Columbia

Modular 3 Storey Transitional Housing Permanent Modular Production Specifications - Revisions

J23826

Date Created 19/08/2016



HORIZON NORTH

Horizon North Manufacturing

Production Specifications - Revisions

Date: 2016-08-19

Specification: J 23826

Purchaser: Vancouver Affordable Housing Agency

Location: Vancouver (City Hall)

Province: British Columbia

Project Description: Modular 3 Storey Transitional Housing

Building Type: Permanent Modular

Size (nominal): 80' X 74'

Manufactured At: HNM Mount Paul

Rev #:	Designer:	Date:	Description:
1	SL	2016-11-04	Issued for Design Review
2	SL	2016-11-17	Issued for IB#003 FTQ-RFI
3	SL	2016-11-18	Issued for Production
4	SL	2016-11-28	Issued for IB-007
5	SL	2016-12-12	Issued for IB-010
6	AC	2016-12-16	Issued for IB-011
7	AC	2016-12-21	Issued for IB-012

1.0 NOTES OF CLARIFICATION:

- In the event of conflict between documents, specifications will take precedence over drawings. Any discrepancies found in drawings and/or specifications are to be reported to Horizon North Manufacturing (HNM) for clarification.
- HNM reserves the rights to make substitutions of materials and/or equipment with equivalent or better materials and equipment, if delivery so dictates.
- Unless otherwise specified, any additions, deletions or revisions of any kind to the work outlined, if required by local building codes, authorities having jurisdiction, individual Code interpretation, proximity of existing buildings, or Code changes taking effect before construction, will be the purchaser's responsibility and subject to a change in the scope of work.
- Unless otherwise specified, any zoning approval and/or registered professional requirements (*Architectural, Structural, Mechanical, Plumbing, Fire Suppression Systems, Electrical and Geotechnical*) and all accompanying costs, will be the purchaser's responsibility and subject to a change in the scope of work.
- Unless otherwise specified in contract documents, drawings additional to those included in HNM's standard 'Manual Package' will be subject to extra charge (i.e. drawings required for permit submission, as-built packages, etc). Additionally, please note that HNM production details are proprietary, 'For Manufacturing Only.'
- The specified HNM code references are based on code requirements in effect at the time of contract agreement only. Any changes to code requirements after that agreement date may be subject to a change in the scope of work and/or extra charges.
- All electrical work and electrical materials are CSA certified.
- Modules will be constructed to comply with all appropriate building standards as defined under HNM's CSA-A277 certification.
- HNM warranties apply as per the terms of the contract.

2.0 CODE REFERENCES:

2.1 Building Codes

Type	Description	Source	Date Revised
<input type="checkbox"/>	General- Vancouver Building By-Law - Part 9 (2014)		
<input type="checkbox"/>	General- National Building Code of Canada (2015) Part 9	DES REQ	12/13/2016
	Energy Code Vancouver Building By-Law - Part 10 (2014)		
<input type="checkbox"/>	Electrical- Canadian Electrical Code - Part 1 (2015)		
<input type="checkbox"/>	Plumbing- British Columbia Plumbing Code (2012)		
<input type="checkbox"/>	Sprinklers- NFPA 13R		
<input type="checkbox"/>	Fire- British Columbia Fire Code (2012)		
<input type="checkbox"/>	Fire Alarm- NFPA-72 National Fire Alarm Code		
<input type="checkbox"/>	Fire Extinguisher- NFPA-10 Portable fire extinguisher		
<input type="checkbox"/>	H.V.A.C.- ASHREA, SMACNA, CSA B149.1-10 Natural Gas & Propane Installation Code (2015)		

2.2 Compliance Labels

<input type="checkbox"/>	= CSA A277 Class 8131 01: Factory Constructed Buildings – Modular Panelized Homes		
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3.0 ENGINEERING REQUIREMENTS:

	Description	Source	Date Revised
Part 9 Engineering Requirements			
<input type="checkbox"/>	= Architectural Drawings and schedules sealed and signed by an Architect registered in the Province of British Columbia		
<input type="checkbox"/>	= Structural Drawings and schedules sealed and signed by a Structural Engineer registered in the Province of British Columbia		
<input type="checkbox"/>	= Sprinkler Drawings and schedules sealed and signed by a Professional Engineer registered in the Province of British Columbia		
<input type="checkbox"/>	= Foundation Drawings and schedules sealed and signed by a Professional Engineer registered in the Province of British Columbia		

4.0 DESIGN CRITERIA: Vancouver (City Hall), British Columbia

4.1 Structural

	Description	Source	Date Revised
<input type="checkbox"/>	= 1.8 kPa Ground snow load (Ss)		
<input type="checkbox"/>	= 0.2 kPa Rain load (Sr)		
<input type="checkbox"/>	= 1.2 kPa <i>25 PSF</i> Roof Snow load		
<input type="checkbox"/>	= 4.8 kPa <i>100 PSF</i> Floor live load (throughout unless noted otherwise)		
<input type="checkbox"/>	= 3.6 kPa <i>75 PSF</i> Floor live load (service areas, mechanical room)		
<input type="checkbox"/>	= 2.4 kPa <i>50 PSF</i> Floor live load (toilet areas)		
<input type="checkbox"/>	= 1.9 kPa <i>40 PSF</i> Floor live load (bedrooms)		
<input type="checkbox"/>	= 0.45 kPa <i>9 PSF</i> Regional Wind load at 1/50		
<input type="checkbox"/>	= 0.94 Sa(0.2)		
<input type="checkbox"/>	= 0.64 Sa(0.5)		
<input type="checkbox"/>	= 0.33 Sa(1.0)		
<input type="checkbox"/>	= 2.0 Sa(0.17)		

Regional Seismic data

Notes: = All sheathing and subfloor fasteners pattern to be at 6" on centre at edges of sheathing and at 8" on centre in the field
= Structural adhesives shall meet CSA Standard 0112.7 M1977

4.2 Mechanical

<input type="checkbox"/>	=	Mechanical Fuel Type:	
		Description	
<input type="checkbox"/>	=	22 °C	72 °F Interior design temp
<input type="checkbox"/>	=	-7 °C	19 °F Minimum Exterior design temp (2.5% °C)
<input type="checkbox"/>	=	28 °C	82 °F Maximum Exterior design temp (Dry °C)
<input type="checkbox"/>	=	29 °C	52 °F Temperature differential (Heating)
<input type="checkbox"/>	=	6 °C	11 °F Temperature differential (Cooling)
<input type="checkbox"/>	=	40 m	131.23 ft Elevation (above sea level)
<input type="checkbox"/>	=	2825 Degree days below 18°C	

Source	Date Revised

4.3 Electrical

		Description		Source	Date Revised
<input type="checkbox"/>	=	Power supply:	120/208 Volt triple phase		
<input type="checkbox"/>	=	Power source:	Highline Utility - Not included (feeder cable to main panel Not included)		
<input type="checkbox"/>	=	Lighting levels (Average) :			
<input type="checkbox"/>		10 (foot candles)- Corridors			
<input type="checkbox"/>		20 (foot candles)- Washrooms, Laundry			
<input type="checkbox"/>		50 (foot candles)- Throughout except as noted			

4.4 Legal Land Description or Address

<input type="checkbox"/>	-	Lot 14 Block A2 District Lot 2037 Plan 5703
<input type="checkbox"/>	-	220 Terminal Avenue
<input type="checkbox"/>	-	Vancouver, British Columbia
<input type="checkbox"/>	= Signage:	Locate CSA Label on inside of Main Elec. Panel, New Manufacture Labels located per suite inside closet. Affix labels to drywall on metal plaque (size determined with label size)

5.0 COLOUR/FINISH SCHEDULE:

5.1 Exterior

			Source	Date Revised
<input type="checkbox"/>	= Roof:	Black		
<input type="checkbox"/>	= Fascia:	See elevations for color locations		
<input type="checkbox"/>	= Flashings:	Charcoal QC306	CUST REQ	12/6/2016
<input type="checkbox"/>	= Siding:	See elevations for color locations		
<input type="checkbox"/>	= Window/Door flashing:	Charcoal QC306	CUST REQ	12/6/2016
<input type="checkbox"/>	= Soffit:	White	DES REQ	12/9/2016
<input type="checkbox"/>	= Window/Door trim:	Charcoal QC306	CUST REQ	12/6/2016
<input type="checkbox"/>	= Steel doors (both sides):	Metropolitan AF-690 - exterior and interior		
<input type="checkbox"/>	= Exterior windows:	Graphite		
<input type="checkbox"/>	= Color 1:	Stormy Sky 1616		
<input type="checkbox"/>	= Color 2:	Plank Brick Red 2084-10		
<input type="checkbox"/>	= Color 3:	Metropolitan AF-690		
<input type="checkbox"/>	= DecTec flooring	Bronze - landing and ramp	DES REQ	12/16/2016

5.2 Interior

		Description	Source	Date Revised
<input type="checkbox"/>	= Vinyl Covered Ceiling:	Adobe White		
<input type="checkbox"/>	= T-Bar (Corridors, 1st Floor Universal Washroom, Office	White		
<input type="checkbox"/>	= Walls:	Heather Champagne		
<input type="checkbox"/>	= FRP Paneling:	White		
<input type="checkbox"/>	= Wood Doors (Hollow):	Benjamin Moore "Sandy Hook" HC-108		
<input type="checkbox"/>	= Windows:	White		
<input type="checkbox"/>	= Steel Doors:	Benjamin Moore "Sandy Hook" HC-108		
<input type="checkbox"/>	= Interior Window Jamb Liners:	White		
<input type="checkbox"/>	= Vinyl Floor 1 (Suites)	Stratamax "Deep Creek Timbers" - x4620 Hearth		
<input type="checkbox"/>	= Vinyl Floor 2 (Suite Washrooms)	Tarkett Standard Plus 3068 494		
<input type="checkbox"/>	= Vinyl Floor 3 (Common Areas)	IQ Granit 382 Yoga		
<input type="checkbox"/>	= Casing:	Tri Cherry		
<input type="checkbox"/>	= Vinyl Base 1 (Suites):	Burnt Umber #34		
<input type="checkbox"/>	= Vinyl Base 2 (Public/Washrooms):	Pewter #38		
<input type="checkbox"/>	= Plastic Laminate:	Pionite PFA54 Suede Streets of San Francisco		
<input type="checkbox"/>	= Cabinets/Millwork	White		
<input type="checkbox"/>	= Millwork:	Brown Pearwood (PTAC shelf)		
<input type="checkbox"/>	= Furniture:	Chocolate Pear	DES REQ	12/9/2016
<input type="checkbox"/>	= Drapes:	Nova 0870, color 019 (brown)	DES REQ	12/9/2016
<input type="checkbox"/>	= Electrical Devices:	White		
<input type="checkbox"/>	= Appliances:	White except Stainless steel cooktop		
<input type="checkbox"/>	= Handrails (Stairwells):	Black		
<input type="checkbox"/>	= Backsplash:	Daltile - Beach DK04 with Grout #14 Biscuit	DES REQ	12/7/2016

6.0 CONSTRUCTION/ASSEMBLY SCHEDULE:

6.2 Steel Components

Qty	Description	Source	Date Revised
<input type="checkbox"/> 2 sets =	6.2.1 Metal stair frame, 3 storeys, see drawings AS-020-070 & AD-020-10 to 60	DES REQ	12/7/2016
<input type="checkbox"/> 2 sets =	6.2.2 Painted handrails		
<input type="checkbox"/> 2 sets =	6.2.3 Recycling / Waste Enclosures for (14) 26"x33"x43" 240L bins, Expanded Metal		
<input type="checkbox"/> 13 =	6.2.4 Steel angle - 5" x 5" x 5/16" x 8' Long, Primed and painted c/w 1/4" x 3" Simpson Screw SDWS22300DB @ 16" o.c.	DES REQ	12/13/2016
<input type="checkbox"/> 9 =	6.2.5 Steel angle - 5" x 5" x 5/16" x 1'-7" Long, Primed and painted c/w 1/4" x 3" Simpson Screw SDWS22300DB @ 16" o.c.	DES REQ	12/13/2016
<input type="checkbox"/> 9 =	6.2.6 Steel angle - 5" x 5" x 5/16" x 1'-0" Long, Primed and painted c/w 1/4" x 3" Simpson Screw SDWS22300DB @ 16" o.c.	DES REQ	12/13/2016

6.3 Roof

Notes: = FIRESTOPPING - Fire caulk is required for penetrations of combustible material up to 1 1/8" dia. (piping, wires, etc) - use intumescent caulk for all combustible penetrations up to 2" dia. - fire strap holes larger than 2" (ALL fire stopping must be installed to match product manufacturer's tested assemblies – larger openings and duct penetrations will be handled on a case-by-case basis).

Type = Hilti - Intumescent Firestop (Red)

= **REINFORCING:** All wall, floor and roof intersections shall be reinforced at corners, and king studs around openings of modules with Simpson Strong-Tie CS22 straps.

6.3.0 Ceiling Finish Schedule

	Description	Source	Date Revised
<input type="checkbox"/> a =	1 Layer - 1/2" type-C vinyl clad gyproc, Class I, 20 FSR screwed to joists, white rosettes and battens (Level 3)		
<input type="checkbox"/> b =	T-bar suspended ceiling, 2' x 4' prefinished tiles, prefinished white tee and angle mouldings, 70 FSR, over 2 layers 1/2" type-C standard gyproc, Class I, 20 FSR, screwed & fire caulked (Corridors)		
<input type="checkbox"/> c =	1 Layer - 1/2" type-C vinyl clad gyproc, Class I, 20 FSR over 1 Layer - 1/2" type-C standard gyproc, Class I, 20 FSR, screwed to joists, white rosettes (Levels 1 & 2)		

6.3.1 Roof Construction - Level 3

Description		Source	Date Revised
<input type="checkbox"/>	= Continuous roof ridge venting c/w bug screen, and 26 ga. galv. metal roof cap	DES REQ	12/5/2016
<input type="checkbox"/>	= Fascia/parapet, 32" h., c/w 2x__ framing and 3" concealed galv. metal gutter trough		
<input type="checkbox"/>	= Soffit, ventilated		
<input type="checkbox"/>	= Soffit, non-perforated at soffit exhaust vent, see dwg AD-010-200 for locations	DES REQ	12/9/2016
<input type="checkbox"/>	= Fall Protection - Backing, plates and cables installed as per engineered detail.		
	<i>Type = Kamloops fall protection system - Roof mounted system</i>		
<input type="checkbox"/>	= 45 mil. EPDM roofing, fully adhered c/w lath strip		
<input type="checkbox"/>	= Upstand - 2x10 reverse taper (tapered from 7 3/4" to 1 1/2") , Junction walls only		
<input type="checkbox"/>	= Roof Sheathing - 1/2" sheathing, OSB, glued and ring nailed		
<input type="checkbox"/>	= 2x10 @ 16" O.C., tapered from 7 3/4" to 1 1/2" at edge of module, kiln dried, SPF #2 or better (fill with insulation)		
<input type="checkbox"/>	= Roof Joist - 2x10 @ 16" O.C., kiln dried, SPF #2 or better - see structural drawings for other joist sizes		
<input type="checkbox"/>	= Joist Hangers - Joist hangers as shown on drawings		
	<i>Model = Simpson Strong-Tie LUS26</i>		
<input type="checkbox"/>	= Rim Joist - See Roof framing plans. Quantities vary per module.		
<input type="checkbox"/>	= End Joist - See Roof framing plans. Quantities vary per module.		
<input type="checkbox"/>	= Roof Insulation - R31, or better, friction fit fibreglass batt		
<input type="checkbox"/>	= Crush Plate -plywood plate to match ceiling thickness, over junction and exterior walls - see drawings	DES REQ	12/7/2016
<input type="checkbox"/>	= Vapour Barrier - 6 mil. Poly		
<input type="checkbox"/>	= Roof Finish - See "6.3.0 Roof Finish Schedule"		
<input type="checkbox"/>	= Gutter installation, plant supplied, plant installed, see drawing AD-010-010		

6.3.2 Roof Construction - Levels 1 & 2

Description		Source	Date Revised
<input type="checkbox"/>	= Fall Protection - Not Required		
<input type="checkbox"/>	= 45 mil. EPDM roofing, fully adhered c/w lath strip		
<input type="checkbox"/>	= Upstand - 2x10 reverse taper at exterior sloped roof areas only, exterior sloped roof area junction walls only		
<input type="checkbox"/>	= Roof Sheathing - 1/2" sheathing, OSB, glued and ring nailed		
<input type="checkbox"/>	= Fascia/parapet, 32" h., c/w 2x__ framing and 3" concealed galv. metal gutter trough at level 1 exterior roof areas, see drawings AD-010-010/020 for locations		
<input type="checkbox"/>	= Soffit, ventilated, at level 1 exterior roof areas only		
<input type="checkbox"/>	= Roof tapers as for level 3, tapered to 1 1/2" at edge of roof at level 1 sloped areas only		
<input type="checkbox"/>	= Roof Joist - 2x8 @ 16" O.C., kiln dried, SPF #2 or better		
<input type="checkbox"/>	= Joist Hangers - Joist hangers as shown on drawings		
	<i>Model = Simpson Strong-Tie LUS26</i>		
<input type="checkbox"/>	= Rim Joist - See Roof framing plans. Quantities vary per module.		
<input type="checkbox"/>	= End Joist - See Roof framing plans. Quantities vary per module.		
<input type="checkbox"/>	= Roof Insulation - R20 Roxul mineral wool batt insulation		
<input type="checkbox"/>	= Crush Plate - plywood plate to match ceiling thickness, over junction and exterior walls - see drawings	DES REQ	12/7/2016
<input type="checkbox"/>	= Vapour Barrier - at exterior roof locations on level 1, see drawings AD-010-050		
<input type="checkbox"/>	= Roof Finish - See "6.3.0 Roof Finish Schedule"		

6.4 Floor

6.4.0 Floor Finish Schedule

Note: Cove up flooring in all washrooms and laundry room

	Description	Source	Date Revised
<input type="checkbox"/>	F1 = Vinyl Floor 1 (Suites)		
<input type="checkbox"/>	F2 = Vinyl Floor 2 (Suite Washrooms)		
<input type="checkbox"/>	F3 = Vinyl Floor 3 (Common Areas)		

6.4.1 Floor Construction - Level 1

	Description	Source	Date Revised
<input type="checkbox"/>	= 1 Ply 2x8 sleepers on four sides of module (site installed)	DES REQ	2016-12-08
<input type="checkbox"/>	= Undersheathing - 3/8" plywood - glued, ring nailed and painted		
<input type="checkbox"/>	= Floor Joist - 2x10 @ 16" O.C., kiln dried, SPF #2 or better		
<input type="checkbox"/>	= Joist Hangers as shown on drawings SF-010-010 to 080	DES REQ	2016-12-09
	Model = Simpson Strong-Tie LUS28		
<input type="checkbox"/>	= Rim Joist - See Floor framing plans. Quantities vary per module.		
<input type="checkbox"/>	= End Joist - Double 2x_		
<input type="checkbox"/>	= Insulation - R31, or better, friction fit fibreglass batt		
<input type="checkbox"/>	= Subfloor - 5/8" T&G plywood, select fir, glued, ring nailed and screwed, tongue glued		
<input type="checkbox"/>	= Underlayment - 3/8" nominal, plywood underlayment board, glued and mechanically fastened to subfloor		
<input type="checkbox"/>	= Raised Floor - 12" H, under mop sink		
<input type="checkbox"/>	= Floor Finish - See "6.4.0 Floor Finish Schedule"		

Floor Construction - Levels 2-3

	Description	Source	Date Revised
<input type="checkbox"/>	= 2 ply 2x6 Sleepers on 2 long sides of module (Plant Install), 2 end sides on modules (Site Install)	DES REQ	2016-12-09
<input type="checkbox"/>	= Undersheathing - 3/8" plywood - glued, ring nailed and painted	PROD REQ	2016-12-05
<input type="checkbox"/>	= Floor Joist - 2x10 @ 16" O.C., kiln dried, SPF #2 or better		
<input type="checkbox"/>	= Joist Hangers as shown on drawings SF-010-010 to 080	DES REQ	2016-12-09
	Model = Simpson Strong-Tie LUS28		
<input type="checkbox"/>	= Rim Joist - See Floor framing plans. Quantities vary per module.		
<input type="checkbox"/>	= End Joist - Double 2x_		
<input type="checkbox"/>	= Batt insulation to first 2 joist spaces, perimeter of building	PROD REQ	2016-12-09
<input type="checkbox"/>	= Subfloor - 5/8" T&G plywood, select fir, glued, ring nailed and screwed, tongue glued		
<input type="checkbox"/>	= Underlayment - 3/8" nominal, plywood underlayment board, glued and mechanically fastened to subfloor		
<input type="checkbox"/>	= Raised Floor - 12" H, under mop sink		
<input type="checkbox"/>	= Floor Finish - See "6.4.0 Floor Finish Schedule"		

6.5 Structural Members

Qty	Description	Source	Date Revised
4	1 3/4" x 9 1/2" x 19'-6" long LVL, 2900 Fb, 2.0E		

6.6 Stairwell Steps and Landing

	Description
<input type="checkbox"/>	= 2 layers 1/2" type-x raw gyproc (<i>3rd floor ceiling</i>)
<input type="checkbox"/>	= 1/2" type-x raw gyproc, 20 FSR , screwed to joists (<i>at underside of upper flight of steps</i>)
<input type="checkbox"/>	= 2x12 stringers, 3 per flight, kiln dried, SPF #2 or better, with 2x4 support
<input type="checkbox"/>	= 1 1/8" x 12"W OSB treads
<input type="checkbox"/>	= 5/8" T&G plywood subfloor, select fir, glued, ring nailed and screwed, tongue glued
<input type="checkbox"/>	= 3/8" Plywood Underlayment

Source	Date Revised

7.0 WALL ASSEMBLY SCHEDULE:

Notes: = See "Section 5.1" for metal gauge

= **FIRESTOPPING** - Fire caulk is required for penetrations of combustible material up to 1 1/8" dia. (piping, wires, etc) - use intumescent caulk for all combustible penetrations up to 2" dia. - fire strap holes larger than 2" (ALL fire stopping must be installed to match product manufacturer's tested assemblies – larger openings and duct penetrations will be handled on a case-by-case basis).

Type = Hilti - Intumescent Firestop (Red)

7.0.1 Wall Height

	Description
<input type="checkbox"/>	8'-0 1/4" - Wall height (Typical unless noted otherwise)
<input type="checkbox"/>	7'-3" - Corridor wall height (Drop ceiling)

Source	Date Revised

7.0.2 Exterior Cladding Schedule

= All plant supplied, see drawings AD-010-170 to 201 for plant/site install details

	Description
<input type="checkbox"/>	1 = Cementious Plank
<input type="checkbox"/>	2 = Cementious Panel
<input type="checkbox"/>	3 = Galvanized corrugated metal (at skirted areas only)

Source	Date Revised

7.1. Exterior Walls

Description

Source

Date Revised

7.1.1 Exterior Walls - Typical EW1

- ☐ = See "7.0.2 Wall Cladding Schedule" For materials
- ☐ = 31 ga. Metal flashing prefinished
- ☐ = Cladding trim - 2" Wide Metal Batten, 26 ga., see drawing AD-010-250
- ☐ = Exterior cladding (see exterior elevations)
- ☐ = 3/8"x2 1/2" treated vertical plywood strapping at 16" o.c.
- ☐ = 31 ga. Metal door and window flashings
- ☐ = Insect screen, 80% open
- ☐ = Building wrap on all exterior walls, installed horizontally and wrapped 18"-24" on to junction walls (*where applicable*) . Door and window openings are to be cut to the corner with a 'gusset' taped in place.
- ☐ = Self-adhesive weatherproofing membrane, w/gussets at all openings
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = 2x6 studs at 16" on centre, kiln dried, SPF #2 or better, see Module floor plans for locations
- ☐ = R20 friction fit fibreglass batt insulation
- ☐ = 6 mil. poly vapour barrier
- ☐ = Air barrier tape, SIGA-Wigluv or equal, see exterior wall details
- ☐ = 1x4 belt rails, dadoed into studs, 2 rows equally spaced
- ☐ = 1/2" type C VC gypsum board

7.1.2 Exterior Walls - EW2

- ☐ = 31 ga. Metal flashing prefinished
- ☐ = Cladding trim - 2" Wide Metal Batten, 26 ga., see drawing AD-010-250
- ☐ = Exterior cladding (see exterior elevations)
- ☐ = 31 ga. Metal door and window flashings
- ☐ = 3/4" x 2 1/2" treated vertical plywood strapping for site installed built-up junction wall only
- ☐ = Insect screen, 80% open
- ☐ = 1 1/4" Roxul Comfortboard rigid insulation (minimum R-4), continuous
- ☐ = Building wrap on all exterior walls, installed horizontally and wrapped 18"-24" on to junction walls (*where applicable*). Door and window openings are to be cut to the corner with a 'gusset' taped in place.
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better, see Module floor plans for locations
- ☐ = R12 friction fit fibreglass batt insulation
- ☐ = 6 mil. poly vapour barrier
- ☐ = 1x4 belt rails, dadoed into studs, 2 rows equally spaced
- ☐ = 1/2" type C gypsum board

DES REQ	2016-12-05
DES REQ	2016-12-05
DES REQ	2016-12-05
DES REQ	2016-12-05
DES REQ	2016-12-09

7.1.3 Exterior Walls - EW3

<input type="checkbox"/>	= 31 ga. Metal flashing prefinished	DES REQ	2016-12-05
<input type="checkbox"/>	= Cladding trim - 2" Wide Metal Batten, 26 ga., see drawing AD-010-250		
<input type="checkbox"/>	= Exterior cladding (see exterior elevations)		
<input type="checkbox"/>	= 31 ga. Metal door and window flashings	DES REQ	2016-12-09
<input type="checkbox"/>	= 3/4" x 2 1/2" treated vertical plywood strapping for site installed built-up junction wall only		
<input type="checkbox"/>	= Insect screen, 80% open		
<input type="checkbox"/>	= 1 1/4" Roxul Comfortboard rigid insulation (minimum R-4), continuous		
<input type="checkbox"/>	= Building wrap on all exterior walls, installed horizontally and wrapped 18"-24" on to junction walls (where applicable). Door and window openings are to be cut to the corner with a 'gusset' taped in place.		
<input type="checkbox"/>	= 3/8" sheathing, OSB, glued and ring nailed		
<input type="checkbox"/>	= 2x4 studs at 16" on centre, kiln dried, SPF #2 or better, see Module floor plans for locations		
<input type="checkbox"/>	= R12 friction fit fibreglass batt insulation	DES REQ	12/9/2016
<input type="checkbox"/>	= 6 mil. poly vapour barrier		
<input type="checkbox"/>	= 1x4 belt rails, dadoed into studs, 2 rows equally spaced		
<input type="checkbox"/>	= 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" (Amenity, Corridors) installed horizontally	DES REQ	12/9/2016

7.1.4 Exterior Walls -EW4

<input type="checkbox"/>	= 31 ga. Metal flashing prefinished	DES REQ	12/5/2016
<input type="checkbox"/>	= Cladding trim - 2" Wide Metal Batten, 26 ga., see drawing AD-010-250		
<input type="checkbox"/>	= Exterior cladding (see exterior elevations)		
<input type="checkbox"/>	= 31 ga. Metal door and window flashings	DES REQ	12/5/2016
<input type="checkbox"/>	= 3/4" x 2 1/2" treated vertical plywood strapping for site installed built-up junction wall only		
<input type="checkbox"/>	= Insect screen, 80% open		
<input type="checkbox"/>	= Building wrap on all exterior walls, installed horizontally and wrapped 18"-24" on to junction walls (where applicable). Door and window openings are to be cut to the corner with a 'gusset' taped in place.		
<input type="checkbox"/>	= 3/8" sheathing, OSB, glued and ring nailed		
<input type="checkbox"/>	= 2x6 studs at 16" on centre, kiln dried, SPF #2 or better, see Module floor plans for locations		
<input type="checkbox"/>	= R20 friction fit fibreglass batt insulation	DES REQ	12/9/2016
<input type="checkbox"/>	= 6 mil. poly vapour barrier		
<input type="checkbox"/>	= 1x4 belt rails, dadoed into studs, 2 rows equally spaced		
<input type="checkbox"/>	= 5/8" Abuse resistant type x gypsum bd. over standard 1/2" type C gypsum board to bottom 48" and 5/8" VC type x gypsum bd. over standard 1/2" standard type C gypsum board to top 48" (Vestibule) installed horizontally	DES REQ	12/9/2016

7.1.5 Exterior Walls - EW5

- ☐ = 31 ga. Metal flashing prefinished
- ☐ = Cladding trim - 2" Wide Metal Batten, 26 ga., see drawing AD-010-250
- ☐ = Exterior cladding (see exterior elevations)
- ☐ = 31 ga. Metal door and window flashings
- ☐ = 3/4" x 2 1/2" treated vertical plywood strapping for site installed built-up junction wall
- ☐ Insect screen, 80% open
- ☐ = 1 1/4" Roxul Comfortboard rigid insulation (minimum R-4), continuous
- ☐ = Building wrap on all exterior walls, installed horizontally and wrapped 18"-24" on to
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better, see Module floor plans for locations
- ☐ = R12 friction fit fibreglass batt insulation
- ☐ = 6 mil. poly vapour barrier
- ☐ = 1x4 belt rails, dadoed into studs, 2 rows equally spaced
- ☐ = 5/8" type-x VC gypsum board

DES REQ 12/5/2016

7.2 Interior Walls

Description		Source	Date Revised
7.2.1 Interior Walls - IW1 (throughout unless otherwise noted)			
<input type="checkbox"/>	= 1/2" type C VC gypsum board		
<input type="checkbox"/>	= Foam gasket, or equal, along top plate (between suites)		
<input type="checkbox"/>	= 2x4 studs at 16" on centre, kiln dried, SPF #2 or better		
<input type="checkbox"/>	= See "7.0.2 Wall Finish Schedule" For materials		
<input type="checkbox"/>	= 1/2" type C VC gypsum board		
7.2.2 Interior Walls - IW2 (studs on flat)			
<input type="checkbox"/>	= 1/2" type C VC gypsum board		
<input type="checkbox"/>	= 2x4 studs at 16" on centre, on flat, kiln dried, SPF #2 or better		
<input type="checkbox"/>	= 1/2" type C VC gypsum board		
7.2.3 Interior Walls - IW3 (vertical chase) - from chase side			
<input type="checkbox"/>	= 2x4 studs at 16" on centre, kiln dried, SPF #2 or better		
<input type="checkbox"/>	= 1/2" type C VC gypsum board		
7.2.4 Interior Walls - IW4 (corridor at suite) STC 50 W8B - from corridor side			
<input type="checkbox"/>	= 5/8" Abuse resistant type x gypsum bd. (installed horizontally) over standard 1/2" type C gypsum board to bottom 48" and 5/8" VC type x gypsum bd. over 1/2" standard type C gypsum board to top 48"		
<input type="checkbox"/>	= 2x4 staggered studs on 2x6 top & base plates at 16" on centre, kiln dried, SPF #2 or better, double foam gasket to top plate		
<input type="checkbox"/>	= R-12 friction fit fibreglass batt insulation (one side)		
<input type="checkbox"/>	= 1/2" type C VC gypsum board		

7.2.5 Interior Walls - IW5 (Laundry, utility and storage rooms) - from corridor side

- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" type x VC gypsum board

DES REQ 2016-12-09

7.2.6 Interior Walls - IW6 (corridors) - from corridor side

- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 1/2" type C VC gypsum board

DES REQ 2016-12-09

7.2.7 Interior Walls - IW7

- ☐ = 1/2" type C VC gypsum board
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" type X VC gypsum board

7.2.8 Interior Walls - IW8

- ☐ = 5/8" type X VC gypsum board
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" type X VC gypsum board

7.2.9 Interior Walls - IW9 (storage room)

- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" type X VC gypsum board

DES REQ 2016-12-05

7.2.10 Interior Walls - IW10 - from inside of chase

- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally

7.2.11 Interior Walls - IW11

- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" Abuse resistant type x gypsum bd. to bottom 48" and 5/8" VC type x gypsum bd. to top 48" installed horizontally

7.2.12 Interior Walls - IW12

- ☐ = 5/8" Abuse resistant type x gypsum bd. (installed horizontally) over standard 1/2" standard type C gypsum board to bottom 48" and 5/8" VC type x gypsum bd. over 1/2" standard type C gypsum board to top 48"
- ☐ = 3/8" OSB sheathing board to underside of wall finish (Shear wall locations only-see structural drawings for locations)
- ☐ = 2x4 staggered studs on 2x6 top & base plates at 16" on centre, kiln dried, SPF #2 or better, double foam gasket to top plate
- ☐ = R-12 friction fit fibreglass batt insulation (one side)
- ☐ = 1/2" type C VC gypsum board

7.3 Junction Walls

- ☐ **Note: Tie down straps between modules, plant supplied and site installed as per structural drawings**

Description

Source

Date Revised

7.3.1 Junction Walls - JW1 (throughout unless otherwise noted)

- ☐ = 1/2" type C VC gypsum board
- ☐ = R12 Friction fit fibreglass batt insulation
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = Building wrap as required

7.3.2 Junction Walls - JW2 (corridor, amenity)

- ☐ = 5/8" Abuse resistant type x gypsum bd. (installed horizontally) to bottom 48" and 5/8" VC type x gypsum bd. to top 48"
- ☐ = R12 Friction fit fibreglass batt insulation
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = Building wrap as required

7.3.3 Junction Walls - JW3

- ☐ = 5/8" type C VC gypsum board
- ☐ = R12 Friction fit fibreglass batt insulation
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = Building wrap as required

7.3.4 Junction Walls - JW4

- ☐ = 5/8" Abuse resistant type x gypsum bd. (installed horizontally) over 1/2" standard type C gypsum board to bottom 48" and 5/8" VC type x, gypsum bd. over 1/2" standard type C gypsum board to top 48", plant installed
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 5/8" type C VC gypsum board
- ☐ = Building wrap as required

7.3.5 Junction Walls - JW5

- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = 3/8" sheathing, OSB, glued and ring nailed

7.3.6 Junction Walls - JW6 - from corridor side

- ☐ = 5/8" Abuse resistant type x gypsum bd. (installed horizontally) over 1/2" standard type C gypsum board to bottom 48" and 5/8" VC type x, gypsum bd. over 1/2" standard type C gypsum board to top 48", plant installed
- ☐ = 3/8" sheathing, OSB, glued and ring nailed
- ☐ = 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- ☐ = R12 Friction fit fibreglass batt insulation
- ☐ = 5/8" type x standard gypsum board
- ☐ = Building wrap as required

DES REQ	2016-12-05
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9.0 DOOR/WINDOW SCHEDULE:

Notes: = All exterior and interior steel doors to have door mates.

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9.1 Keying Schedule

- | | Description |
|--------------------------|--|
| <input type="checkbox"/> | = No master key, Office keyed to #24 |
| <input type="checkbox"/> | = All other doors keyed to #30 |
| <input type="checkbox"/> | = Doors to be fire rated where required. |

Source	Date Revised

9.2 Exterior Doors

Notes: = All exterior steel doors to have a "Metal Top Cap" installed.

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9.2.1 Exterior Door - Main Entry

- | Qty | Description |
|--------------------------|--|
| <input type="checkbox"/> | 1 = 3'0 x 6'8 - Single 3'0 Insulated metal door, Painted both sides |
| <input type="checkbox"/> | = 23"X60" Door lite |
| <input type="checkbox"/> | = Weatherstripping
Model = DraftSeal - DS 130C |
| <input type="checkbox"/> | = Door bottom, rain drip combination, white |
| <input type="checkbox"/> | = Knock-down, expandable steel frame painted to match door
Weatherstripping
Model = DraftSeal - DS 130C |
| <input type="checkbox"/> | = Aluminum threshold - 5" |
| <input type="checkbox"/> | = Lockset - Lever handle
Model = Assa Abloy - 482777151AFR - |
| <input type="checkbox"/> | = Exit panic hardware (push bar)
Model = Assa Abloy - 8402501011HZ - |
| <input type="checkbox"/> | = Overhead closer
Model = Taymor 13-552APAL or equal |
| <input type="checkbox"/> | = Electronic Vanguard strike with manual key override |

Source	Date Revised
DES REQ	2016-12-09

9.2.2 Exterior Door - Stairwell Exits

- | Qty | Description |
|--------------------------|--|
| <input type="checkbox"/> | 2 = 3'0 x 6'8 - Single 3'0 Insulated metal door, Painted both sides |
| <input type="checkbox"/> | = NRP Hinges (3 per door) |
| <input type="checkbox"/> | = Knock-down, expandable steel frame painted to match door |
| <input type="checkbox"/> | = Weatherstripping
Model = DraftSeal - DS 130C |
| <input type="checkbox"/> | = Door bottom, rain drip combination, white
Model = DraftSeal - DS124W |
| <input type="checkbox"/> | = Overhead closer
Model = Taymor - 14-602AL or equal |
| <input type="checkbox"/> | = Aluminum threshold - 5" |
| <input type="checkbox"/> | = Exit only panic hardware (push bar), Fire rated
Model = Dorex - 9500 PR3 - |
| <input type="checkbox"/> | = with door alarm hardware: 9500 KA36 |

Source	Date Revised
DES REQ	2016-12-09

9.2.3 Exterior Door - Electrical Room

Qty	Description
<input type="checkbox"/>	1 = 3'0 x 6'8 - Single Insulated metal door, Painted both sides
<input type="checkbox"/>	= Fire rating NOT APPLICABLE
<input type="checkbox"/>	= Astragal meeting stile
	Model = N/A
<input type="checkbox"/>	= NRP Hinges (3 per door)
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door
<input type="checkbox"/>	= Weatherstripping
	Model = DraftSeal - DS 130C
<input type="checkbox"/>	= Door bottom, rain drip combination, white
	Model = DraftSeal - DS124W
<input type="checkbox"/>	= Overhead closer
	Model = Taymor - 14-602AL or equal
<input type="checkbox"/>	= Aluminum threshold - 5"
<input type="checkbox"/>	= Lockset
	Model = Dorex - FH53C26D -

Source	Date Revised

9.3 Interior Doors

Notes: = All interior steel doors to have a "Metal Top Cap" installed.

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9.3.1 Interior Door - Vestibule

Qty	Description
<input type="checkbox"/>	1 = 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides
<input type="checkbox"/>	= 23" x 60" sealed lite, Laminate
<input type="checkbox"/>	= NRP Hinges (3 per door)
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door
<input type="checkbox"/>	= Door stop - Wall mounted
<input type="checkbox"/>	= Overhead closer
	Model #= Taymor 13-552APAL
<input type="checkbox"/>	= Push/Pull Hardware
	Model #= Taymor - 25-D400715 - Satin Aluminum

Source	Date Revised
	2016-12-05
DES REQ	2016-12-08

9.3.2 Interior Door - Stairwells

Qty	Description
<input type="checkbox"/>	6 = 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides
<input type="checkbox"/>	= 6" x 19 3/4" Sealed lite, Laminate
<input type="checkbox"/>	= Fire rating - 45 minute Required - 45 minute Actual
<input type="checkbox"/>	= NRP Hinges (3 per door)
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door
<input type="checkbox"/>	= Rubber door sweep
	Model #= DraftSeal - DS 136C
<input type="checkbox"/>	= Smoke seal gasket
	Model #= DraftSeal - DS 130C
<input type="checkbox"/>	= Overhead closer
	Model #= Taymor 13-552APAL
<input type="checkbox"/>	= Aluminum Threshold - 5"
<input type="checkbox"/>	= Door stop - Wall mounted
<input type="checkbox"/>	= Exit panic hardware (push bar)
	Model #= Taymor - 8500 Series 17-F8536 - 26D Satin Chrome
<input type="checkbox"/>	= Passage set - Lever Handle, Fire Rated door
	Model #= Taymor Erie #36-D6803B - 26D Satin Chrome

Source	Date Revised
DES REQ	2016-12-09
PUR REQ	2016-12-06
PUR REQ	2016-12-06

9.3.3 Interior Door - Office

Qty	Description	Source	Date Revised
<input type="checkbox"/>	1 = 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides		
<input type="checkbox"/>	= 23" x 19 3/4" Sealed lite, Laminate		
<input type="checkbox"/>	= NRP Hinges (3 per door)		
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door		
<input type="checkbox"/>	= Door stop - Wall mounted		
<input type="checkbox"/>	= Lockset - Lever handle		
Model #= Taymor Hampton 33-07664AR - 26D Satin Chrome		PUR REQ	2016-12-21

9.3.4 Interior Door - Laundry

Qty	Description	Source	Date Revised
<input type="checkbox"/>	1 = 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides		
<input type="checkbox"/>	= Fire rating - 45 minute Required - 45 minute Actual	DES REQ	2016-12-11
<input type="checkbox"/>	= NRP Hinges (3 per door)		
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door		
<input type="checkbox"/>	= Overhead closer		
	Model #= Taymor - 14-602AL or equal		
<input type="checkbox"/>	= Door stop - Wall mounted		
<input type="checkbox"/>	= Passage set - Fire Rated door		
	Model #= Taymor Citadel #32-558OC26DV	PUR REQ	2016-12-06

9.3.5 Interior Door - Utility

Qty	Description	Source	Date Revised
<input type="checkbox"/>	3 = 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides		
<input type="checkbox"/>	= Fire rating - 45 minute Required - 45 minute Actual	CUST REQ	2016-12-09
<input type="checkbox"/>	= NRP Hinges (3 per door)		
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door		
<input type="checkbox"/>	= Rubber door sweep		
	Model #= DraftSeal - DS 136C		
<input type="checkbox"/>	= Smoke seal gasket		
	Model #= DraftSeal - DS 130C		
<input type="checkbox"/>	= Overhead closer		
	Model #= Taymor - 14-602AL or equal		
<input type="checkbox"/>	= Door stop - Wall mounted	DES REQ	2016-12-08
<input type="checkbox"/>	= Lockset - Lever handle		
Model #= Taymor Hampton 33-07664AR - 26D Satin Chrome		PUR REQ	2016-12-21

9.3.6 Interior Door - MUA room

Qty	Description	Source	Date Revised
<input type="checkbox"/>	3 = 2'6" x 6'8" - Single 2'6", Non-insulated metal door - Painted both sides		
<input type="checkbox"/>	= NRP Hinges (3 per door)		
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door		
<input type="checkbox"/>	= Door stop - Wall mounted	DES REQ	2016-12-08
<input type="checkbox"/>	= Lockset - Lever handle		
	Model #= Taymor Citadel #32-558OC26DV	PUR REQ	2016-12-06

9.3.7 Interior Door - Storage

Qty	Description
1	2'6" x 6'8" - Single 2'6", Non-insulated metal door - Painted both sides
	= Fire rating - 45 minute Required - 45 minute Actual
	= NRP Hinges (3 per door)
	= Knock-down, expandable steel frame painted to match door
	= Rubber door sweep
	Model #= DraftSeal - DS 136C
	= Smoke seal gasket
	Model #= DraftSeal - DS 130C
	= Overhead closer
	Model #= Taymor - 14-602AL or equal
	= Door stop - Wall mounted
	= Lockset - Lever handle
	Model #= Taymor Citadel #32-558OC26DV

Source	Date Revised
DES REQ	2016-12-09
DES REQ	2016-12-08

9.3.8 Interior Door - Universal Washroom

Qty	Description
1	= 3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides
	= NRP Hinges (3 per door)
	= Knock-down, expandable steel frame painted to match door
	= Door stop - Wall mounted
	= Privacy set - Lever handle
	Model #= Taymor - Citadel 32-5540C - 26D Satin Chrome

Source	Date Revised

9.3.9 Interior Door - Suite

Qty	Description
40	3'0" x 6'8" - Single 3'0", Non-insulated metal door - Painted both sides
	= Fire rating - 20 minute Required - 45 minute Actual
	= NRP Hinges (3 per door)
	= Viewer, mount @ 60" F.F.F. standard rooms and 43" F.F.F. accessible rooms
	= Knock-down, expandable steel frame painted to match door
	= Rubber door sweep
	Model #= DraftSeal - DS 136C
	= Smoke seal gasket
	Model #= DraftSeal - DS 130C
	= Overhead closer
	Model #= Taymor - 14-602AL or equal
	= Door stop - Wall mounted
	= Passage set - Lever handle
	Model #= Taymor - Vanguard - 26D Satin Chrome

Source	Date Revised
DES REQ	2016-12-08

9.3.10 Interior Door - Standard Suite washroom

Qty	Description
36	= 2'0" x 6'8" - Single 2'0", Hollow core wood door - Painted both sides
	= C26D Hinges (2 per door)
	= Door stop - Wall mounted
	= Wood frame, rabbeted, painted
	= Privacy set - Lever handle

Model # = Taymor - Citadel 32-5540C - 26D Satin Chrome

Source	Date Revised
DES REQ	2016-12-08

9.3.11 Hot water tank room

Qty	Description
<input type="checkbox"/> 1	= 2'0" x 6'8" - Single 2'0", Non-insulated metal door - Painted both sides
<input type="checkbox"/>	= Fire rating - 45 minute Required - 45 minute Actual
<input type="checkbox"/>	= NRP Hinges (3 per door)
<input type="checkbox"/>	= Knock-down, expandable steel frame painted to match door -
<input type="checkbox"/>	= Overhead closer
<input type="checkbox"/>	= Door stop - Wall mounted
<input type="checkbox"/>	= Lockset - Lever handle

Model #= Taymor - Citadel 32-5580C - 26D Satin Chrome

Source	Date Revised
PUR REQ	2016-12-06
DES REQ	2016-12-08

9.3.12 Interior Door - Accessible Suite Washroom

Qty	Description
<input type="checkbox"/> 4	= 3'0" x 6'8" - Single 3'0", Hollow core wood door - Painted both sides
<input type="checkbox"/>	= C26D Hinges (2 per door)
	= Wood frame, rabbetted, painted
<input type="checkbox"/>	= Door stop - Wall mounted
	= Privacy set - Lever handle

Model #= Taymor - Citadel 32-5540C - 26D Satin Chrome

DES REQ 2016-12-08

9.5 Exterior Windows

9.5.1 Exterior Window - Suites

Qty	Description
<input type="checkbox"/> 40	= 5' x 4' - Vinyl nail-on flange, Prefinished - Header height 84"
<input type="checkbox"/>	= Horizontal slider XO
	Model #= Alpha - 450 Series
<input type="checkbox"/>	= Window liner - PVC
<input type="checkbox"/>	= Window Glass - Double glazed, low 'E', argon gas filled
<input type="checkbox"/>	= 1/2" sealed air space
<input type="checkbox"/>	= Insect screens
<input type="checkbox"/>	= Drapes

Source	Date Revised
SALES REQ	2016-12-05

9.5.2 Exterior Window - Stairwells, Office, Corridors

Qty	Description
<input type="checkbox"/> 10	= 3' x 4' - Vinyl nail-on flange, Prefinished - Header height 84"
<input type="checkbox"/>	= Fixed
	Model #= Alpha - 450 Series
<input type="checkbox"/>	= Window liner - PVC
<input type="checkbox"/>	= Window Glass - Double glazed, low 'E', argon gas filled
<input type="checkbox"/>	= 1/2" sealed air space

Source	Date Revised

9.5.3 Exterior Window - Amenity

Qty	Description
<input type="checkbox"/> 2	= 6' x 1'6" - Vinyl nail-on flange, Prefinished - Header height 84"
<input type="checkbox"/>	= Fixed
	Model #= Alpha - 450 Series
<input type="checkbox"/>	= Window liner - PVC
<input type="checkbox"/>	= Window Glass - Double glazed, low 'E', argon gas filled
<input type="checkbox"/>	= 1/2" sealed air space

Source	Date Revised

9.5.4 Exterior Window - Amenity Room

Qty	Description
<input type="checkbox"/>	1 = 7'6 x 4' - Steel Frame, Painted - Header height 84"
<input type="checkbox"/>	= Fully Welded Metal frame, 16 ga., 6 1/2" throat, strap anchors
<input type="checkbox"/>	= Window Glass - Fire Rated Glaze: 45 min.
<input type="checkbox"/>	= GPW glass

Source	Date Revised

9.5.5 Exterior Window - Office/Reception

Qty	Description
<input type="checkbox"/>	1 = 4'6 x 4' - Vinyl nail-on flange, Prefinished - Header height 84"
<input type="checkbox"/>	= Horizontal slider XO
	Model #= Alpha - 450 Series
<input type="checkbox"/>	= Window liner - PVC
<input type="checkbox"/>	= Window Glass - Double glazed, low 'E', argon gas filled
<input type="checkbox"/>	= 1/2" sealed air space
<input type="checkbox"/>	= Screen

Source	Date Revised

9.6 Interior Windows

9.6.1 Interior Window - Vestibule, Entrance

Qty	Description
<input type="checkbox"/>	1 = 4'0" x 4'0" Fixed single glass (Laminated) - Header height 84"
<input type="checkbox"/>	= Melamine frame

Source	Date Revised

10.0 MOULDINGS & FINISHINGS:

Notes: = See "Section 5.1" for metal gauge

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10.1 Mouldings

	Description
<input type="checkbox"/>	= Base - 2 1/2" vinyl base (throughout unless noted otherwise)
<input type="checkbox"/>	= Base - Built-up vinyl cove base - 2 part system (washrooms, and laundry)
<input type="checkbox"/>	= Casing - Prefinished wood #3002
<input type="checkbox"/>	= Battens Walls - 2" VC Peel & Stick battens (to match walls), 3" VC Peel & Stick battens (O/S and I/S corners)
<input type="checkbox"/>	= Battens Walls - 3 1/2" VC battens (to match walls), located between Abuse resistant to bottom & VC Gypsum board above (corridors, amenity & vertical junctions in stairwells)
<input type="checkbox"/>	= Ceiling- 2" VC Peel & Stick battens (to match ceiling), 1 1/2" VC Peel & Stick battens (wall/ceiling junctions)

Source	Date Revised
DES REQ	2016-12-05

10.2 Junction Materials

	Description
<input type="checkbox"/>	= Roof - 30ga. Roof cap over EPDM strip on upstands
<input type="checkbox"/>	= Exterior wall - Fiber cement panel, see AD-010-170 to 190 for details
<input type="checkbox"/>	= Interior wall - 1x5 Fingerjoint wood, painted
<input type="checkbox"/>	= Ceiling - Suspended T-bar ceiling panel
<input type="checkbox"/>	= Steel door frame - Vinyl clad gyproc returns
<input type="checkbox"/>	= Floor - Floor cut backs, completed at site to match flooring - site seamed flooring
<input type="checkbox"/>	= Wall envelope - Fibreglass batt insulation between modules
<input type="checkbox"/>	= Floor envelope - Fibreglass batt insulation between modules
<input type="checkbox"/>	= Roof envelope - Fibreglass batt insulation between modules

Source	Date Revised
DES REQ	12/9/2016

11.0 MILLWORK:

Notes: = See Color/Finish Schedule, 5.2 Interior

11.1 Millwork Lower Cabinets

Qty	Tag	Description	Source	Date Revised
□ 1 =	11.1.1	Office - Desk, w/ bank of drawers Melamine (Low pressure laminate) construction, Plastic laminate (No Backsplash) countertop 6'-4"W x 5'-4"D x 30"H		
□ 36 =	11.1.2	Standard Suite Washrooms - Washroom enclosed vanities w/ Melamine (Low pressure laminate) w/ particle board core construction, Plastic laminate countertop Model = Door 'D' pull, 9322-128-BSN 30"W x 22"D x 32"H		
□ 36 =	11.1.3	Standard Kitchenette - Suites - Lower cabinets Melamine (Low pressure laminate) w/ particle board core construction, Plastic laminate countertop Model = Door 'D' pull, 9322-128-BSN 65"W x 27"D x 36"H Built-in stove top, under counter refrigerator		
□ 4 =	11.1.4	Accessible Kitchenette - Suites - Lower cabinets Melamine (Low pressure laminate) w/ particle board core construction, Plastic laminate countertop Model = Door 'D' pull, 9322-128-BSN 65"W x 27"D x 32"H Built-in stove top, under counter refrigerator		
□ 40 =	11.1.5	Kitchenette - Suites - Upper cabinets Melamine (Low pressure laminate) w/ particle board core construction, countertop Model = Door 'D' pull, 9322-128-BSN 65"W x 24"D x 36"H		
□ 1 =	11.1.6	Amenity room kitchen - Lower cabinets w/ doors, drawers, shelf Melamine (Low pressure laminate) w/ particle board core construction, Plastic laminate countertop Model = Door 'D' pull, 9322-128-BSN 36"W x 24"D x 36"H - 3 LF LF (approx. length)		
□ 40 =	11.1.7	Kitchenette - Suites - Upper cabinets Melamine (Low pressure laminate) w/ particle board core construction, countertop Model = Door 'D' pull, 9322-128-BSN 48"W x 8"D x 6 1/2"H		
□ 1 =	11.1.8	Laundry room - Laundry folding counter, hinged, fold down Melamine (Low pressure laminate) w/ particle board core construction, Plastic laminate countertop 30"W x 24"D x 32"H Laundry room, accessible		

12.2 Furniture

	Qty	Tag	Description
<input type="checkbox"/>	1 =	12.2.1	Television, flat panel - 48" Model #= Toshiba - PLDED4897A Wall mounted
<input type="checkbox"/>	1 =	12.2.2	Television mount - Tilting, for flat panel TV Model #= Loctek - PSW791MT
<input type="checkbox"/>	76 =	12.2.3	Chair - Sled style
<input type="checkbox"/>	40 =	12.2.4	38" x 74 1/2" Single metal bed frame w/ box spring & mattress
<input type="checkbox"/>	40 =	12.2.5	30" x 19" Dresser c/w finished back
<input type="checkbox"/>	40 =	12.2.6	Club chair - Davryl, black
<input type="checkbox"/>	40 =	12.2.7	Dining table

Source	Date Revised
PUR REQ	2016-12-05
PUR REQ	2016-12-05
PUR REQ	2016-12-05
PUR REQ	2016-12-05
PUR REQ	2016-12-05
PUR REQ	2016-12-05

12.5 General Equipment

	Qty	Tag	Description
<input type="checkbox"/>	41 =	12.5.1	Microwave, Residential Model #= Danby - DMW799W
<input type="checkbox"/>	40 =	12.5.2	Stove top, Residential - built-in c/w 2 burners, stainless steel, Model #= GE - JP201CBSS Suites
<input type="checkbox"/>	40 =	12.5.3	Refrigerator, 3.3 cu. ft., compact c/w freezer, white, Electric Model #= Danby - DCR033B1WDB Suites
<input type="checkbox"/>	1 =	12.5.4	Refrigerator, 10 cu. ft., top freezer, white, Electric Model #= - Amenity room

Source	Date Revised

Yes	<input type="checkbox"/>	1 =	14.2.4 BB-3 - Baseboard Heater, Electric, Built-in thermostat - OVS-TB6 - Office
Yes			Model #= Ouellet - OFM-750-BL
Yes			750 Watts
Yes			1 Phase - 208 V
Yes			Item to be plant supplied and plant installed
Yes	<input type="checkbox"/>	1 =	14.2.5 FF-1 - Forced Flow Heater, Electric, Built-in thermostat - OVS-TB6-BL, Surface Trim - OVS-BS-BL - Electrical Room
Yes			Model #= Ouellet - OVS-1000-BL
Yes			1000 Watts
Yes			1 Phase - 208 V
Yes			Item to be plant supplied and plant installed
Yes	<input type="checkbox"/>	3 =	14.2.6 FF-2 - Forced Flow Heater, Electric Recess mounted, built-in thermostat-Tamper Proof - OVS-TB6-AV-BL - Stairwells & Vestibule
Yes			Model #= Ouellet - OVS1000BL
Yes			1000 Watts
Yes			1 Phase - 208 V
Yes			Item to be plant supplied and plant installed
Yes	<input type="checkbox"/>	3 =	14.2.7 MUA-1 - Mini Make Up Air, Electric, Completely Self Contained Unit, Breaker Disconnect, - MUA Room
Yes			Model #= Thermolec - FER-8-3-208/1
Yes			3000 W Watts
Yes			1 Phase - 208V V
yes			14.5 min Amps - 20 max breaker
Yes			Item to be plant supplied and plant installed

DES REQ	2016-12-09
DES REQ	2016-12-09

14.4 Exhaust Fan

	Qty	Tag	Description
Yes	<input type="checkbox"/>	7 =	14.4.1 EF-1 - Amenity room, Corridors & Stairs Wall mounted exhaust fan - Switched with Lights - Wall Mounted exterior hood termination
Yes			1 Phase , 115V
Yes			Model #= Broan - 509N
Yes			Plant supplied, plant installed
Yes	<input type="checkbox"/>	40 =	14.4.2 EF-2 - Suite Washrooms Ceiling mounted exhaust fan - 90 CFM
Yes			24hr - Low speed, High Speed switch with lights - 3-wire feed - Wall Mounted exterior hood termination
Yes			1 Phase , 115V
Yes			Model #= Broan - ZB90C
Yes			2 speed, Plant supplied, plant installed
Yes	<input type="checkbox"/>	2 =	14.4.3 EF-3 - Accessible Washroom & Laundry Ceiling mounted exhaust fan - 90 CFM
Yes			24hr - Low speed, High Speed switch with lights - 3-wire feed - Wall Mounted exterior hood termination
Yes			Model #= Broan - ZB90C
Yes			2-speed, Plant supplied, plant installed

Source	Date Revised

Yes	<input type="checkbox"/>	40 =	14.4.4 EF-4 - Kitchen Range Hood Cabinet mounted - 180 CFM
Yes			Hard wired - Wall Mounted exterior hood termination
Yes			1 Phase , 120V
Yes			Model #= Broan - BP124WHN
Yes			Plant supplied, plant installed - Accessable units to have switches mounted at front of counter for lights and fan
Yes	<input type="checkbox"/>	1 =	14.4.5 EF-5 - Electrical Room Wall mounted exhaust fan - 180 CFM
Yes			Hard wired - Wall Mounted exterior hood termination
Yes			1 Phase , 115V
Yes			Model #= Broan - 509N
Yes			Reverse Acting Stat - Wall Mount
Yes			Model #= TBD
Yes	<input type="checkbox"/>	12 =	14.4.6 EF-6 - Storage/Utility Rooms Ceiling mounted exhaust fan - 50 CFM
Yes			Hard wired, 24 hour fan - Wall Mounted exterior hood termination
Yes			1 Phase , 115V
Yes			Model #= Greenheck - SPA50
Yes			Plant supplied, plant installed - In Stock (plant) See Monte

15.0 PLUMBING & FIRE PROTECTION:

Notes: = Cut temporary plumbing strap below shower/tub p-trap after installation (where required – to allow movement)

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15.1 Plumbing

	Qty	Tag	Description
Yes	<input type="checkbox"/>		= Water distribution pipes 1" and less to be PEX, concealed
Yes	<input type="checkbox"/>		= Water distribution pipes larger than 1" to be Aquatherm, concealed
Yes	<input type="checkbox"/>		= ABS vent, concealed
Yes	<input type="checkbox"/>		= DWV lines to be ABS
Yes	<input type="checkbox"/>		= PVC for exterior rain water
Yes	<input type="checkbox"/>		= Hammer arrestors
Yes	<input type="checkbox"/>		= Waste lines manifolded to single drop, through side of building
Yes	<input type="checkbox"/>		= No low point drains
Yes	<input type="checkbox"/>		= ABS vent thru Roof with roof flashing (plant supply / site install)
Yes	<input type="checkbox"/>	4 =	15.1.1 Equipment rough-in - Washing machine
Yes			Model #= See equipment schedule
Yes			Complete with 2" standpipe, p-trap and drain, provide water hammers, W.M.O.B.'s - Plant supplied, Plant installed
Yes	<input type="checkbox"/>	1 =	15.1.2 Drain pan - Hot water tank, Laundry room
Yes			1 1/2" galvanized drain through floor, manifolded on site - Plant supplied, Plant installed
Yes	<input type="checkbox"/>	40 =	15.1.3 Drain pan - Hot water tank, Suites
Yes			1 1/2" galvanized drain to connect into kitchen sink prior to P-trap - Plant supplied, Plant installed
Yes	<input type="checkbox"/>	1 =	15.1.4 Floor drain, 3" dia., Laundry room
Yes			Model #= WWDFD
Yes			Stainless steel 3" drain through floor manifold on site, Plant supplied, Plant installed

Source	Date Revised
PROD REQ	2016-12-16
DES REQ	2016-12-05
DES REQ	2016-12-09
DES REQ	2016-12-09

Yes	<input type="checkbox"/>	1 =	15.1.5 Floor drain, 3" dia., Level 1 Utility room
Yes			Model #= WWDFD
Yes			ABS clamp style c/w trap primer & funnel (P-traps installed - Utility room) Plant supplied, Plant installed
Yes	<input type="checkbox"/>	42 =	15.1.6 Floor drain, 2" dia., Suite washrooms, Level 2 & 3 Utility rooms
Yes			Model #= WWDFD
Yes			ABS clamp style c/w trap primer, P-traps installed, Plant supplied, Plant installed

DES REQ	2016-12-09
DES REQ	2016-12-09

15.2 Plumbing Fixtures

Yes		Qty	Tag	Description
Yes	<input type="checkbox"/>	41 =	15.2.1 KS-1 - Single sink	
Yes			Model #= Kindred - LSB6807-2/3	
Yes			Trim - Single handle Faucet	
Yes			Trim #= Continental 131	
Yes			Single lever faucet, polished chrome	
Yes	<input type="checkbox"/>	1 =	15.2.2 LS-1 - Laundry sink	
Yes			Model #= Waltec - 8904	
Yes			Trim - Laundry Faucet	
Yes			Trim #= Waltec	
Yes			Two handle levers, faucet, 4" centre mount, ADA compliant	
Yes	<input type="checkbox"/>	5 =	15.2.3 LV-1 - Lavatory basin	
Yes			Model #= Kohler ADA - Chesapeake K-1728	
Yes			Trim - Lavatory Faucet w/ pop-up stopper	
Yes			Trim #= Centurion - 211-PUCP	
Yes			Wall mounted c/w wall hanger, vitreous china, self-rimming, 4" faucet centers, offset grid drain, Lever handle faucet, 4" center set, metal pop-up stopper, polished chrome (Accessible washrooms)	
Yes	<input type="checkbox"/>	36 =	15.2.4 LV-2 - Lavatory basin	
Yes			Model #= Mansfield - 237-4	
Yes			Trim - Lavatory Faucet w/ pop-up stopper	
Yes			Trim #= Centurion - 211-PUCP	
Yes			Oval counter top mounted, vitreous china, self-rimming, 4" faucet centers, Lever handle faucet, 4" center set, polished chrome (Standard Suites washrooms)	
Yes	<input type="checkbox"/>	3 =	15.2.5 MS-1 - Mop sink	
Yes			Model #= Mustee - 63M	
Yes			Trim - Mop sink Faucet	
Yes			Trim #= Mainline - XD141-RC	
Yes			Mop service basin c/w faucet, supply fitting w/ vacuum breaker. Accessories: hose/hose bracket (28T911)	
Yes	<input type="checkbox"/>	36 =	15.2.6 SH-1 - Shower fibreglass - 32" x 32"	
Yes			Model #= Hytec - 3232	
Yes			Trim - Shower Faucet and head	
Yes			Trim #= Continental - 511TOLF	
Yes			c/w rod and curtain	
			Lever handle, pressure balanced valve trim c/w shower head	

Source	Date Revised
PUR REQ	2016-12-09
PUR REQ	2016-12-09
DES REQ	2016-12-09
PUR REQ	2016-12-06
PUR REQ	2016-12-06
PUR REQ	2016-12-06
PUR REQ	2016-12-06
PUR REQ	2016-12-06

Yes ☐ 4 = **15.2.7** SH-2 - Shower fibreglass ADA - 62 3/4"x 40 1/8"
 Yes **Model #= Hytec - 6296L-Z3**
 Yes Trim - Shower Faucet and shower head ADA
 Yes **Trim #= Continental - 511TOLF**
 Yes c/w rod and curtain, slide bar with hand shower, Lever handle,
 Yes ☐ 36 = **15.2.8** WC-1 - Water closet
 Yes **Model #= Mainline - ML100W/ML199W**
 Yes Trim - Bemis Seat
 Yes Round bowl, enclosed front seat with lid
 Yes ☐ 4 = **15.2.9** WC-2 - Water closet
 Yes **Model #= Mainline - ML135W/ML199W**
 Yes Trim - Bemis Seat
 Yes Elongated rim, open front seat with lid, tank lid bolted down
 Yes ☐ 1 = **15.2.10** WC-3 - Water closet ADA
 Yes **Model #= Mansfield - 137-160 Alto**
 Yes Trim - Bemis Seat 1955C
 Yes Elongated rim, open front seat with lid, tank lid bolted down
 Yes **Model #= Mainline - ML2020-7-20-3**

PUR REQ	2016-12-06
PUR REQ	2016-12-06
PUR REQ	2016-12-06
PUR REQ	2016-12-09
PUR REQ	2016-12-06

15.3 Water Tanks

Yes **Qty Tag Description**
 Yes ☐ 1 = **15.3.1** HWH-1 - Hot Water Heater - HWT Enclosure - Electric
 Yes **Model #= A.O.Smith - DRE-52-12 - 50 US. Gal**
 Yes 12000 watts input, 208 v, 3 phase, 45 min amps
 Yes Maintain tank size to suit the enclosure
 Yes ☐ 40 = **15.3.2** HWH-2 - Hot Water Heater - Closet shelf - in Suites -
 Yes **Model #= A.O.Smith - SS12SEB30 - 12 US. Gal**
 Yes 3000 watts input, 240 v, 1 phase
 Yes ☐ 41 = **15.3.3** Seismic straps - Hot water heaters
 Yes **Model #= Quick Strap - QS-50**
 Yes Galvanized strap c/w bolts, clips and nuts

Source	Date Revised
DES REQ	2016-12-05

15.8 Fire Suppression Systems

Yes **Qty Tag Description**
 Yes ☐ = Sprinkler system, NFPA 13R
 Yes ☐ = Sprinkler lines, concealed by T-bar suspended ceiling in corridor, concealed in bulkheads in suites, painted where exposed
 Yes ☐ 11 = **15.8.1** FE-1 - Fire extinguisher, 5 lbs., ABC (2A:10BC) type c/w wall bracket #26300
 Yes **Model #= Sentry - 429587**
 Yes Adhesive label affixed to wall at 6'-0" (nominally) above finished floor

Source	Date Revised
CUST REQ	2016-12-21

1 = 15A-2P FA Breakers

[illegible]

Yes **16.3 Devices and Controls**

Yes	Qty	Tag	Description	Source	Date Revised
Yes	<input type="checkbox"/> 300 =	16.3.1	Receptacle - 15-125V Amp Duplex TR, White		
Yes			Model #= Leviton - T5320-W		
Yes	<input type="checkbox"/> 42 =	16.3.2	Receptacle - 15A-125V GFI, White		
Yes			Model #= Leviton - GFTR1-W	DES REQ	12/9/2016
Yes	<input type="checkbox"/> 113 =	16.3.3	Switch - Single Pole Toggle, White		
Yes			Model #= Leviton - 1451-W		
Yes	<input type="checkbox"/> 14 =	16.3.4	Switch - 3 way Toggle, white		
Yes			Model #= Leviton - 1453-W		
Yes	<input type="checkbox"/> 1 =	16.3.5	Weatherproof cover "In Use" - Low profile		
Yes			Model #= Arlington - 60VW		
Yes			For use with GFI receptacles on exterior of building		
Yes	<input type="checkbox"/> 41 =	16.3.6	Receptacle - 20A - 125V Duplex, TR, White		
Yes			Model #= Leviton - T5820-W		
Yes	<input type="checkbox"/> 4 =	16.3.7	Receptacle - Dryer, 220 Volts		
Yes			Model #= Leviton - 1278-W30		
Yes	<input type="checkbox"/> 3 =	16.3.8	MUA Breaker/Disconnect		
Yes			Model #= Square D - QO2L30SC		
Yes			MUA Room - Connect to Tap Box in Hallway		
Yes	<input type="checkbox"/> 11 =	16.3.9	Occupancy sensor switch		
Yes			Model #= Lutron - MS-OPS5MH-WH or equal		
Yes			Electrical Module, utility rooms, Laundry, Storage, MUA Rm., Washroom & Office	DES REQ	12/9/2016
Yes	<input type="checkbox"/> 41 =	16.3.10	Receptacle - 20 Amp GFI (Kitchen counter)		
Yes			Model #= Leviton - GFTR2-W	DES REQ	12/9/2016
Yes	<input type="checkbox"/> 41 =	16.3.11	T-Stat - Occ Sensors		
Yes			Model #= Honeywell - E528		
Yes			P-Tac Thermostats		
Yes	<input type="checkbox"/> 40 =	16.3.12	Suite Door Contact, Wired to Thermostat		
Yes			Model #= Inncom - S241		

Yes **16.4 Lighting**

Yes	Qty	Tag	Description	Source	Date Revised
Yes	<input type="checkbox"/> 6 =	16.4.1	Type B - Exterior light, flush mount, slim profile, white - 4" dia. - 9W - LED - Ceiling mounted - In overhangs (see reflected ceiling plan)		
Yes			Model #= Liteline - SLM4-SlimLED		
Yes	<input type="checkbox"/> 6 =	16.4.2	Type A - Exterior Light, photo cell, wall mount, bronze - 8 -1/4"x3" - 18W - LED - Wall mounted - In overhangs (see reflected ceiling plan)		
Yes			Model #= Standard - 63774		
Yes	<input type="checkbox"/> 80 =	16.4.3	Type F - Interior light, ceiling, flush mount, brushed nickel - 12" dia. - 15W - LED - Ceiling mounted - Round, frosted lens (see reflected ceiling plan)		
Yes			Model #= Standard - 64095		
Yes			(2)LED bulb - 120V		

Yes	<input type="checkbox"/>	41 =	16.4.4 Type D - Interior light, vanity wall mount, chrome - 24" long - 26W - LED - Wall mounted - Contemporary square, above mirror Model #= Lithonia - FMVCSL
Yes	<input type="checkbox"/>	22 =	16.4.5 Type E - Interior light, surface mount - 12"x48" - 32W - Fluorescent - Ceiling mounted - Corridor/Various Lighting (see reflected ceiling) Model #= Cooper - WN-232A-UNV-EB81U
Yes	<input type="checkbox"/>	35 =	16.4.6 Type C - Interior light, lay in tile - 24"x48" - 32W - Fluorescent - Ceiling mounted - Corridor, Office Lighting (see reflected ceiling) Model #= Visioneering - 2GR8232AUNVEB81U
Yes	<input type="checkbox"/>	3 =	16.4.7 Type G - Interior light, utility with guard - 13W - Compact fluorescent - Ceiling mounted - MUA rooms Model #= Leviton - 006-9860-LHG
Yes	<input type="checkbox"/>	21 =	16.4.8 Emergency lighting pack - 9W - Mini Tungsten - Wall Mounted Model #= Lumacell - RGC442MT9WZD
Yes	<input type="checkbox"/>	13 =	16.4.9 Exit Sign - Illuminated pictogram/ emergency lighting combination pack - Mini Tungsten - Wall mounted - c/w battery pack - 28W Model #= Lumacell - LSC 28W2MT9-120V

Yes	16.5 Heat Trace		
Yes	Qty	Description	
Yes	<input type="checkbox"/>	1 = Heat trace controller, electronic, 30-mA ground fault protection, c/w display panel, cable connection system, and self regulating heating cable for site installed heat trace cable, plant to install in Main Elec Room Module. C/W conduit sleeve through floor - 1-1/2" Model = DigiTrace ECW-GF	
Yes	<input type="checkbox"/>	1 = Heat Trace Connector Model = FTC-P	
Yes	<input type="checkbox"/>	1 = Rayclis Splice Kit Model = Rayclis-S	
Yes	<input type="checkbox"/>	120' = Heat Trace Cable - Plant supplied, Site installed Model = Raychem 5XL2 - XL-Trace, 5 watts/foot , 208V	
Yes	<input type="checkbox"/>	2 = Rolls Foil Tape	
Yes	<input type="checkbox"/>	4 = Rolls Fibre Tape	

Source	Date Revised

Yes	16.6 Fire Alarm		
Yes	Qty	Tag	Description
Yes	<input type="checkbox"/>	1 LOT =	16.6.1 Panel - Fire alarm, Addressable Model #= Mircom - FX-2003-6DS See Mircom BOM 2 - 3/4" Conduit stubs - 1-Ceiling Space, 1-Through floor.
Yes	<input type="checkbox"/>	16 =	16.6.2 Alarm - Horn/strobe combos, Addressable Model #= Mircom - P2RA
Yes	<input type="checkbox"/>	40 =	16.6.3 Alarm - Mini Horn - Suites Model #= Mircom - MH-S25WA
Yes	<input type="checkbox"/>	40 =	16.6.4 Pull station - Manual Model #= Mircom - MS-401AP

Source	Date Revised

- Yes ☐ 4 = **16.6.5** Detector - Heat, fixed 190°
 Yes **Model #= Mircom - MIX-5251H**
- Yes ☐ 22 = **16.6.6** Detector - Smoke, Addressable
 Yes **Model #= Mircom - MIX-2251**
- Yes ☐ 26 = **16.6.7** Detector Base
 Yes **Model #= Mircom - B210LPA**
- Yes ☐ 4 = **16.6.8** Module - Monitor - Dual Input - Addressable
 Yes **Model #= Mircom - MIX-M500DMA**
- Yes ☐ 6 = **16.6.9** Module - Isolation
 Yes **Model #= Mircom - M500XA**
- Yes ☐ 1 = **16.6.10** Monitor Module - Addressable
 Yes **Model #= Mircom - MIX-M500MA**
- Yes ☐ 11 = **16.6.11** EOL Resistor Plate
 Yes **Model #= Mircom - MP-300**
- Yes ☐ 2 = **16.6.12** EOL Resistor Plate
 Yes **Model #= Mircom - MDL3RA**
- Yes ☐ 4 = **16.6.13** Strobe-Fire
 Yes **Model #= Mircom - SWA**
- Yes H/C accessible units only
- Yes ☐ 40 = **16.6.14** Smoke Alarm - 110 Volt
 Yes **Model #= Kidde - P1275CA**

16.7 Communications

- | Qty | Description |
|-------------------------------|---|
| <input type="checkbox"/> 40 | TV outlet - 3/4" Conduit stubbed to hallway ceiling above cable tray / J-Hooks
Cable Tray and J-Hooks to be Plant Supplied and installed. Cabling to be Site insatlled/supplied. |
| <input type="checkbox"/> 120' | Cable Tray (4" X 2") for Units 1-4 - Plant installed c/w Bonding (#6 to panel within unit) - Length of hallway stopping 12" from edge of unit - not to be connected to next units tray - leave space - Stock in SWFS Yard |
| <input type="checkbox"/> 24 | Cable Tray 'C' Bracket - Stock at SWFS Yard |
| <input type="checkbox"/> 80 | J-Hooks-2" in Hallway of remaining units - 32" Spacing to land on studs - 1 Row
Model = B-Line - BCH-32 |

Source	Date Revised

July 18, 2017

**REQUEST FOR PROPOSALS NO. PSVAHA2017-06 (the "RFP")
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING
STRATEGY**

AMENDMENT No. 1

1. RE: PART A - INFORMATION AND INSTRUCTIONS - 4.0 SUBMISSION OF PROPOSALS

Please add:

- 4.13 Proposals may be submitted electronically before the Closing Time to purchasing@vancouver.ca. Notwithstanding Section 2.2 above, the time stamp applied to emails upon receipt by the City's email server shall be used to determine whether Proposals were submitted prior to the Closing Time. Please ensure that the name of the RFP is in the subject line and if more than one Proposal is submitted only the latest Proposal will be accepted.

2. RE: PART A - INFORMATION AND INSTRUCTIONS - 1.0 THE RFP

Please Change the following:

- 1.3 Only the following entities, which responded to the Vancouver Affordable Housing Agency's Request for Qualifications to Shortlist in Respect of Selecting Partners to Supply Prefabricated Modular Housing (RFQ No. PSVAHA2016-01) are qualified to participate in the RFP:
- (a) Atira Women's Resource Society / Ladacor partnership;
 - (b) Briteo-Bexx LP; Triple M Modular Ltd. DBA Britco Commercial;

- (c) Atco Structures and Logistics Ltd.;
- (d) Horizon North; and
- (e) Kindred Construction/Dialog Partnership.

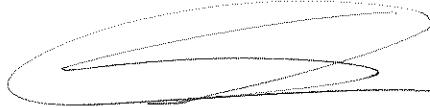
All other conditions and specifications remain unchanged.

Please submit this Amendment No. 1, replacing the current form, with the Request for Proposals No. PSVAHA2017-06.

If you have already submitted your proposal, please follow the directions as above with the following in the subject line: "Amendment No. 1 to Request for Proposals No. PSVAHA2017-06: Supplier for Housing First Temporary Modular Housing Strategy" before the closing time of 3:00:00 p.m. on July 21, 2017.

Horizon North Camp & Catering Partnership

NAME OF VENDOR



SIGNATURE OF AUTHORIZED SIGNATORY

July 20, 2017

DATE

JULY 21, 2017



REQUEST FOR PROPOSALS (“RFP”) No: PSVAHA2017-06

Supplier for Housing First Temporary Modular Housing Strategy

Issued: July 14, 2017

Closing Date: July 21, 2017

Main Contact: JIM LOWOOD - jim.lowood@vancouver.ca

Vancouver Affordable Housing Agency c/o: City of Vancouver Supply Chain
Management, 4th Floor, 453 West 12th Avenue, Vancouver, British Colombia, V5Y 1V4

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Executed Attachments:

- Part C Form of Proposal
- Appendix 1 Legal Terms & Conditions
- Appendix 3 Timeline
- Appendix 5 Certificate of Insurance
- Appendix 6 Declaration of Supplier Code of Conduct Compliance
- Appendix 8 Sustainability Requirements Questionnaire
- Appendix 10 Subcontractors
- Appendix 11 Proposed Amendments to Form of Agreement
- Appendix 13 Proof of WorkSafeBC Registration
- Appendix 14 Conflicts; Collusion; Lobbying

JULY 21, 2017

JIM LOWOOD - jim.lowood@vancouver.ca

Vancouver Affordable Housing Agency c/o: City of Vancouver Supply Chain Management, 4th Floor, 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

Subject: Supplier for Housing First Temporary Modular Housing Strategy

Dear Mr. Lowood:

We are pleased to enclose our response to the Request for Proposals for the Supplier for Housing First Temporary Modular Housing Strategy.

We, along with our project team, are very excited to have been given the opportunity to provide a response to the RFP.

Due to our Project Team's current production requirements and ongoing projects for 2017, and the ambitious timeframe of this RFP for scheduled completion by December 2017. Our response is based on the provision of construction for a recommended FOUR (4) of the sites, i.e. 240 units based on 60 units per site (plus required common space etc.). this is negotiable to suit your program requirements, but we believe that we can offer an excellent solution for this scope of work should the VAHA look to break up the scope to multiple contract awards.

I confirm that the RFP document, has been received and is acknowledged in the preparation of this submission. Please contact the undersigned with any further questions.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Darrell Nimchuk

President

587-352-5922 / dnimchuk@ladacor.com

Introduction

This response to the RFP for a Supplier for Housing First Temporary Modular Housing Strategy is in the form of a British Columbia based joint venture between Atira Women's Resource Society and Ladacor Advanced Modular Systems™. This Joint Venture will draw on the benefits of Ladacor's Advanced Modular System™, along with Atira Women's Resource Society/Atira Property Management Inc. experience with affordable housing projects in the City of Vancouver. The Project Approach represents a turn-key design and build for the JV Project Team to design/engineer, develop the site and construct and commission the building.

The JV Design-Build Project Team, as listed below, will draw on the benefits of the Project Team's extensive experience with similar Affordable Housing projects, including within the Vancouver Downtown Eastside, and by utilizing and delivering an innovative steel modular building construction technology based on Ladacor's proven Advanced Modular System™. This approach to the project maintains the Vancouver Affordable Housing Agency's required design functionality to achieve the desired guidelines as set out in the RFP.



Why Team Atira/Ladacor?

Turn-Key Projects

We have assembled a strong project execution team that has direct experience in project development and, in particular, design-build expertise. We guarantee that the **VAHA will get our “A-Team”** throughout the duration of the project. We are a team that **works collaboratively and creatively with our clients** to achieve **long-term relationships with win-win outcomes**.

Durable, Non-Combustible Steel Construction

It is our strong belief that the VAHA Supplier for Housing First Temporary Modular Housing Strategy is very conducive to using Ladacor’s factory CSA A277 certified, high quality steel container-based modular approach. Ladacor’s Advanced Modular System™ is a **durable, relocatable, non-combustible steel building system that offers many benefits as compared to wood construction:**

- ✓ Intermodal containers made of heavy-gauge cor-ten steel (tough weather resisting steel) by their very nature are designed to be transported, unloaded and placed many, many times during their lifetime. Shipping containers are designed and manufactured to cope with a long and arduous life moving goods around the world. Ladacor’s Advanced Modular System™, which utilizes “one-trip” (i.e. like new condition) containers will excel in their ability, integrity and durability of transport and relocation;
- ✓ ISO containers (intermodal) have standard dimensions and inherent strength making them an ideal modular structural component. Engineered to exact specifications, the steel modules are of standard shipping dimensions, fit together with precision and remain rigid for the life of the building;
- ✓ Non-combustible; Advanced Modular System™ modules are manufactured using a rigid steel core and steel stud framing, leading to increased fire resistance and structural integrity during fire. Ladacor’s provides a non-combustible and durable steel building versus wood, leading to higher public safety and lower insurance premiums;
- ✓ Exceptional fire protection is achieved due to the steel demising walls between the modules;
- ✓ Ladacor’s steel-modules are robust, and do not suffer from deterioration in performance, shrinkage, movement and cracking, as compared to typical wood-modular products;
- ✓ The modules are extremely structurally rigid, protecting the internal finishes against damages during transportation and lifting in to place, and future re-location;
- ✓ The long-term costs of maintenance of a steel-building are typically less than a wood-frame building (eg. superior mold resistance);
- ✓ Stackable; Prefabricated container modules, are able to be designed to be stacked to 8+ stories.

Project Team

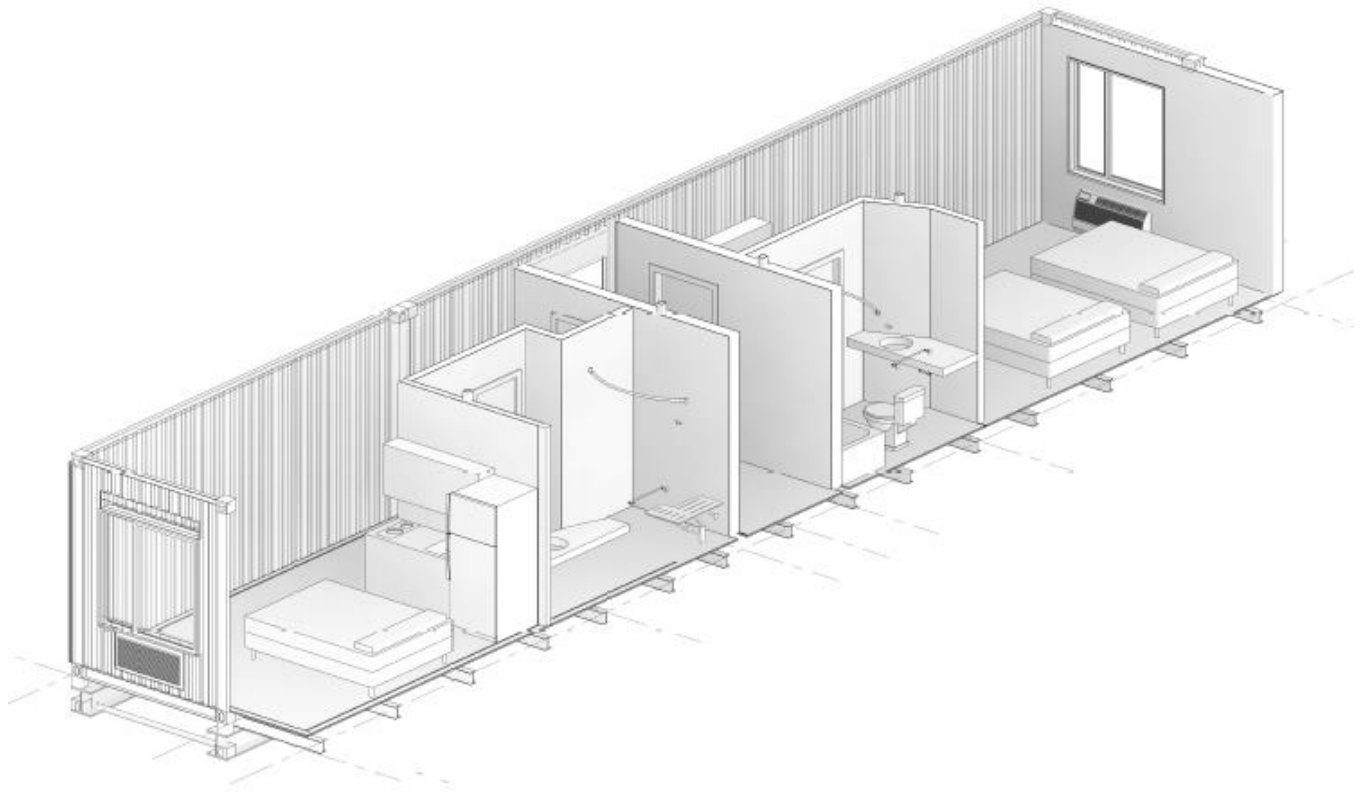
We have assembled a strong project execution team that has direct experience in project development in the Vancouver and, in particular, design-build expertise.

Modular Supplier / Contractor:	Ladacor Advanced Modular Systems™ Main Contact: Rhys Kane, Director of Business Development rkane@ladacor.com / 587-352-5922
Development Consultant:	Atira Women's Resource Society Main Contact: Janice Abbott janice_abbott@atira.bc.ca
Architect:	Boni-Maddison Architects Anthony L. Boni – Architect
Code Consultant:	CFT Engineering Inc.
Engineer of Record:	Steenhof Building Services Group

Supplier for Housing First Temporary Modular Housing Strategy – Livability

The building will be designed with the principles of healthy and sustainable living in mind, aiming to deliver indoor air quality, water and energy efficiency and enhanced livability advantages to the residents while benefiting VAHA through sustainable site planning and the benefits of durability and portability of the steel modular technology. Our proposed units consist of open plan living space, with a full bathroom, kitchen, living and sleeping area.

Based on the feedback from our previous response that the 8' wide module was considered too narrow for liveability, we would propose a typical module would be 12'x60' consisting of 2 @ 325 sq.ft studio units plus integral hallway, as shown in an example below:



Preliminary design only, subject to change during design phase.



Code Review

Ladacor's Advanced Modular System™ is readily configured to meet project-specific technical specifications, and is based on supplying VAHA with a project meeting the Building Code with a factory CSA A277 certified, high quality steel-modular approach.

This building method has been deployed by Ladacor in various project configurations including major branded hotels (Days Inn, Studio 6), seniors housing SL4 and multi-family buildings.

The modular container approach has been used by Atira in the successful development of social housing in Vancouver, meeting and exceeding building code requirements.

The Oneesan project was required to meet a number of municipal bylaws including planning guidelines, zoning regulations and building-code controls. From a planning and zoning perspective, the utilization of containers involved similar area, height, density and form / character considerations as a typical development using traditional forms of construction. The Oneesan project has successfully provided assurances that using modified recycled containers for housing was feasible from a code perspective. Overall Atira found that even though containerized housing is generally considered an innovative and groundbreaking approach to construction, applying and achieving the code provisions with respect to fire safety, health, material and building systems from a technical perspective was relatively straightforward.

For this project, the code-review will be undertaken by Boni-Maddison Architects in collaboration with CFT Engineering.

Following code review provided as an example only, based on previous review for guideline purposes.



Ladacor Advanced Modular Systems

729-24 Avenue SE

Calgary AB T2G 1P5

Reference: **RFP PSVAHA2016-03 Prefabricated Modular Housing**

Building Code Summary

Introduction

The project utilizes shipping containers creating two building forms, block A and B, with an exterior stair and corridor system, spanning between the two blocks. The building falls under Part 9 Group C residential, combustible construction allowed, non-combustible proposed.

VANCOUVER BUILDING BYLAW 2014

- 1.3.3.3 This building falls under Part 9
- 9.8.2.1 Required width of stairs to be not less than 900mm (35.4").
- 9.9.1.3 Occupant Load, 2 per bedroom, 22 ground floor, 26 second floor, 26 third floor.
- 9.9.3.3 Corridor width to be 1,100mm
- 9.9.8.2 2 exits are required
Maximum travel distance to exits from each bedroom or from any other location within a floor area is 45m (147'8").
- 9.10.1.3 Items under Part 3 Jurisdiction:
 - 8) Sprinkler Systems to conform with Articles 3.2.5.12 to 3.2.5.15 and 3.2.5.17.
- 9.10.2 Occupancy Classification; Group C Residential
Office uses are ancillary to the residential use and do not form a major occupancy.

- 3.2.5.12. 2) Sprinkler system for Group C building can be designed to NFPA 13R
7) fast response heads required
- 3.2.5.15. 2) Fire Department Connection to be within 45 meters of a hydrant.
- 9.10.8 & 9.10.9.4 Floors are to be constructed as Fire Separations and to have a Fire Resistance rating of 45 minutes. No roof rating required.
- 9.10.9.15 Public Corridors to be fire separations with a 45 minute Fire Resistance Rating
- 9.10.10.3 Fire separation waived for sprinklered service rooms not containing fuel fired appliances, ie the electrical room and the water entry room.
- 9.10.10.4. Service rooms containing fuel fired appliances are to have a fire separation of 1 hour, ie. the mechanical room with hot water tanks and air handling unit.
- 9.10.12.4 Soffit protection is not required as all rooms are to be sprinklered.
- 9.10.14 Spatial Separation Between Buildings
- South Side Building A:
- Exposed area 40'x8' = 320sf, 29.7msm, LD=1'-8" (.51m)
- 0% opening allowed, 0% provided
- 9.10.14.5; 1 hr FRR required, non-combustible construction, non-combustible cladding
- South Side Building B:
- Exposed area 20'x8' = 160sf, 14.9sm, LD=4'-0" (1.219m)
- 7% opening allowed, 0% provided
- 9.10.14.5; 1 hr FRR required, non-combustible construction, non-combustible cladding
- 9.10.18.2 A Fire Alarm System is required in Residential Occupancies where sleeping accommodation is provided for more than 10 people.
- 9.10.19.1 Smoke alarms to be installed in each sleeping room and in corridors serving sleeping rooms. Smoke alarms also to be placed on the upper most ceiling in stair well shafts



Partner, Architect AIBC

CSA A277 Certification

Ladacor's manufacturing facility is third-party audited by Intertek and certified to CSA A277 – Factory Built Buildings. Each module will be supplied marked with CSA A277 label and serial number to indicate conformance to the standard. In Ladacor's experience, CSA A277 certification is the appropriate standard for proposed multi-story modular building.



AUTHORIZATION TO MARK

This authorizes the application of the Certification Mark(s) shown below to the models described in the Product(s) Covered section when made in accordance with the conditions set forth in the Certification Agreement and Listing Report(s). This authorization also applies to the Multiple Listee model(s) identified on the correlation page of the Listing Report. This document is the property of Intertek Testing Services and is not transferable. The Certification Mark(s) may be applied only at the location of the Party Authorized to Apply Mark.

Applicant: Ladacor Ltd.
729 24 Ave SE
Calgary AB T2G 1P5
Country: Canada
Contact: Joseph Kiss
Phone:
Fax:
Email: jkiss@ladacor.com
Party Authorized to Apply Mark: See following page(s)
Evaluation Center: Intertek (Coquitlam)

Control/Client Number: 161904

Authorized By:

Bob Davison, Director, Certification Services

Intertek Testing Services NA, Ltd.
6225 Kenway Drive, Mississauga, ON L5T 2L3, Canada
Phone 905-678-7820 Fax 905-362-0303



Intertek

This document supersedes all previous Authorizations to Mark for the noted Report Number.

This Authorization to Mark is for the exclusive use of Intertek's Client and is provided pursuant to the Certification agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Authorization to Mark. Only the Client is authorized to permit copying or distribution of this Authorization to Mark and then only in its entirety. Use of Intertek's Certification mark is restricted to the conditions laid out in the agreement and in this Authorization to Mark. Any further use of the Intertek name for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. Initial Factory Assessments and Follow up Services are for the purpose of assuring appropriate usage of the Certification mark in accordance with the agreement, they are not for the purposes of production quality control and do not relieve the Client of their obligations in this respect.

Testing Standard(s):	CSA A277 (2008)
Product:	Ladacor Ltd. - Factory Built Buildings

ATM for Report 100926335-007

ATM Issue Date: 05/19/2015

Architect



Boni Maddison Architects was established in British Columbia in 1989. The partners, Anthony Boni and Charles Maddison, having a total of over 55 years' experience in the field of architectural design and construction, have combined forces to provide comprehensive design and management services. Boni Maddison Architects is committed to design excellence while satisfying the program, schedule and budget requirements. The firm's design solutions combine materials and methods to create buildings that are in harmony with the site and context while still maintaining a distinct identity. A careful attention to detail, materials, light and colour accentuates our interiors. Our commitment to the delivery and design of projects is foremost in satisfying our client's goals and needs.

- Anthony L. Boni, B.Tech., B.Arch., Architect AIBC AAA Ryerson Polytechnical Institute University of British Columbia

Mr. Boni has particular interest in the design and technical resolution of building projects. After receiving his B.Tech. degree he worked in Toronto on medium to large scale projects such as a community theatre, church and office towers. After moving to Vancouver and obtaining his architecture degree, he concentrated on institutional and commercial projects involving integrating different uses and balancing client and user needs. With a keen interest in materials and methods of construction he was design coordinator of site elements during EXPO 86 and sessional instructor at the University of British Columbia. Since establishing the firm he has focused his energy between the design of special needs living environments, residential projects, institutional and museum projects.

Engineer of Record



All design / engineering completed by **Steenhof Building Services Group**. Engaged for structural, electrical, and mechanical drawings to be reviewed and stamped.

Ladacor & Steenhof Building have built a strong relationship for engineering support, and continuous development for technical components with the module envelope. Our team works together to develop a premium modular product for residential, commercial and industrial applications.

Steenhof Building Services (SBSG) has become a leader in the modular industry in the past 9+ years. Their office has worked with over 40 modular companies throughout Canada, USA, and overseas with their CSA/INTERTEK/CWB certifications. They have completed engineering for residential projects (single & multifamily), mining/work camps, industrial fabrications, and all types of modular buildings and structures.

Steenhof Building Services Group is certified to practice engineering throughout Canada, to offer Country Wide engineering support.

Steenhof Building Services Group offices pride themselves on being able to provide consulting services to their clients for modular engineering, CSA/INTERTEK coordination, as well as ongoing support throughout the certification process. SBSG believes in designing unique value-engineered solutions, while maintaining standards of the applicable buildings codes and standards.

www.steenhofbuilding.com

Code Consultant



CFT Engineering Inc. was established in 1992 to provide professional Fire Protection Engineering, Building Code Consulting and Certified Professional services to architects, building owners, law firms, insurance underwriters, developers, industry and government agencies. Included in this broad field of expertise is the firm's ability to assess functional and safety aspects of buildings and design of their life safety and fire protection systems.

The firm is wholly owned by its professionals and is committed to protecting life and property through the application of the most efficient to date, fire protection technology and Building Code expertise.

Our engineers and technical staff work regularly with many Provincial and National Codes, as well as related International Codes and Standards. Internationally, CFT Engineering works regularly with a number of universally accepted Codes, including NFPA 101 and 5000, Universal Building Code and the International Building Code. CFT Engineering has five senior technical staff, each with decades of experience in the fields of Fire Protection Engineering and Building Code Consulting. In all cases, a senior technical staff member will be assigned to your project.

The firm, through its participation in recognized national associations and committees, has earned a reputation as a leader in its field. Members of CFT Engineering participate in provincial Building Code and Fire Code committees, assisting the development and implementation of the future of the industry.

CFT Engineering Inc. have extensive experience with residential multi-family projects in the City of Vancouver, including with previous modular shipping-container projects with Atira.

<http://www.cftengineering.com/>

Summary

Thank you for the opportunity to provide the above proposal on this exciting project.

We trust that the information contained herein is sufficiently detailed for your review purposes.

If you have any questions or concerns please don't hesitate to contact Darrell Nimchuk or Rhys Kane at the contact details below.

We look forward to your feedback and moving the project forward.

Yours truly,

Darrell Nimchuk

President

587-352-5922 / dnimchuk@ladacor.com

PART C - FORM OF PROPOSAL

RFP No. PSVAHA2017-06 Supplier for Housing First Temporary Modular Housing Strategy, (the "RFP")

Proponent's Name: **Nomads Pipeline Consulting Ltd. O/A Ladacor** _____
"Proponent"

Address: **729 24 Ave SE Calgary, T2G 1P5** _____

Jurisdiction of Legal Organization: **Alberta** _____

Date of Legal Organization: **2011** _____

Key Contact Person: **Rhys Kane (Director of Business Development)** _____

Telephone: **587-352-5922** _____ Fax: _____

E-mail: **rkane@ladacor.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 Housing Agency's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

July 21, 2017

Signature of Authorized Signatory for the Proponent

Date

Darrell Nimchuk, President

Name and Title

APPENDIX 1

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Housing Agency 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 Housing Agency and/or the City and the Proponent, or otherwise apply as between the Proponent and the Housing Agency and/or the City following the signing of any such Contract.

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the Housing Agency and/or the City and the Proponent following and as a result of the Proponent's selection by the Housing Agency in the Housing Agency's RFP process.
- (c) "Housing Agency" means the Vancouver Affordable Housing Agency Ltd., a company formed under the laws of the British Columbia;
- (d) "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).
- (e) "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.
- (f) "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.
- (g) "Proposal Form" means that certain Appendix 1 to Part C of the RFP, completed and executed by the Proponent.
- (h) "RFP" means the document issued by the Housing Agency as Request for Proposals No. PSVAHA2017-06, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE HOUSING AGENCY OR THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), neither the Housing Agency and 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 Housing

Agency and/or the City enters into a Contract, which the Housing Agency and the City may decline to do in their sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Housing Agency, acting as agent for the City, is a public body required by law to act in the public interest. In no event, however, does the Housing Agency, or 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 Housing Agency and the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Housing Agency at the Housing Agency's sole discretion. The Housing Agency 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 Housing Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Housing Agency 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 Housing Agency; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the Housing Agency or the City are in breach of Section 8.2 of this Appendix 1, the Proponent now releases each of the Housing Agency and the City, and their respective officials, directors, agents and 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 Housing Agency or the City or their respective officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the Housing Agency accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Housing Agency or 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 Housing Agency or the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the Housing Agency, the City, and their respective officials, agents and 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 Housing Agency or the City or their respective officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective 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 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 Housing Agency, the City or their respective 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 Housing Agency and the City's liability, as applicable, is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Housing Agency or the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the Housing Agency and/or the City and the Proponent under a Contract (or a similar contract between the City and/or the Housing Agency 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 Housing Agency, the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents Housing Agency's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Housing Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Housing Agency board and the Vancouver City Council about the RFP, the Housing Agency will treat the Proposal (and the Housing Agency evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Housing Agency and City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Housing Agency or the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Housing Agency or the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt,

evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or 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 Housing Agency or the City; or (ii) related to or has any business or family relationship with an elected official or employee of the Housing Agency or 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 Housing Agency, 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 Housing Agency or the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Housing Agency or 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 Housing Agency and/or 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 Housing Agency or 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.

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 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 Housing Agency.
- (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.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

Request For Proposals No. PSVAHA2017-06 Project Time Line

s.21(1)





FOSTER PARK
BROKERS INC.

Suite 200, 17704 - 103 Avenue
Edmonton, Alberta T5S 1J9

T: 780-489-4961 TF: 1-800-668-3213
F: 780-486-0169 E: fpb@fpb.ca

July 18, 2017

Vancouver Affordable Housing Agency Ltd.
c/o City of Vancouver
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

Dear Sir or Madam,

**RE: REQUEST FOR PROPOSAL (RFP) PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY**

We have been advised that Nomad's Pipeline Consulting Ltd. o/a Ladacor wished to be considered for the above noted RFP.

We are pleased to confirm that Nomad's Pipeline Consulting Ltd. o/a Ladacor is able to meet and obtain all noted insurance requirements listed within the design build agreement in the event of the contract being awarded.

We trust you will find the enclosed to be in order. Should you have any questions or concerns, please do not hesitate to contact me.

Yours very truly,
FOSTER PARK BROKERS INC.

Wendy Rosendahl
Commercial Account Manager
wr/encl

CERTIFICATE OF INSURANCE



Foster Park Brokers Inc.
Suite 200, 17704 103 Avenue
Edmonton, Alberta T5S 1J9
Phone: 780-489-4961 / Fax: 780-486-0169

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED Nomad's Pipeline Consulting Ltd. o/a Ladacor 729 - 24th Avenue SE Calgary, AB T2G 1P5		COMPANIES AFFORDING COVERAGE	
		COMPANY A:	Intact Insurance
		COMPANY B:	Economical Mutual Insurance
		COMPANY C:	
		COMPANY D:	

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 requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM DD YR)	EXPIRY DATE (MM DD YR)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Per Occurrence	s.21(1)	September 25, 2016	September 25, 2017	Inclusive Limit	\$5,000,000
					Products/Completed Operations	\$5,000,000
					Personal Injury & Advertising Liability	\$5,000,000
					Broad Form Property Damage	Included
					Tenants Legal Liability	\$5,000,000
					Cross Liability	Included
					Contractual Liability	Included
					Contingent Employers Liability	Included
					Employee Benefits	\$1,000,000
					Non-Owned Automobile	\$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Per Occurrence	s.21(1)	December 22, 2016	December 22, 2017	Bodily Injury & Property Damage Combined Single Limit	\$2,000,000
A	EQUIPMENT	s.21(1)	September 25, 2016	September 25, 2017	Blanket Rented Equipment	\$20,000
					Coverage	Broad Form - All Risk
					Deductible	\$1,000

ALL POLICIES LISTED ABOVE ARE PRIMARY

ADDITIONAL INSURED	
CERTIFICATE HOLDER	
CANCELLATION	
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail N/A 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 <div style="text-align: center; margin-top: 20px;"> </div>	
Wendy Rosendahl DATE: July 18, 2017	

APPENDIX 6

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 Housing Agency and the City of Vancouver expects each supplier of goods and services to the Housing Agency 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 Housing Agency or the City, or have a plan in place to comply within a specific period of time. The Housing Agency 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 **Ladacor** _____ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____ **Ladacor** (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 **Ladacor** _____ (vendor name).

Signature: _____

Name and Title: **Darrell Nimchuk, President**

APPENDIX 8

SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all Housing Agency and City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the Housing Agency and the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the Housing Agency requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The Housing Agency may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Appendix and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☐ Yes

☒ No ✓

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

☐ ~~Yes~~ ☒ No ✓

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

☐ ~~Yes~~ ☒ No ✓

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

☐ ~~Yes~~ ☒ No ✓

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

☐ ~~Yes~~ ✓ ☒ No

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. Please limit answer to 400 words or less.

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

The buildings Atira own in Vancouver were built to LEED silver and gold standards, as per CoV requirements.

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☒ Yes ☒ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

LEED - GOLD
LEED - SILVER

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☒ Yes ☒ No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

- b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☒ Yes ✓ ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

Atira is a member of Modo Company Car, providing car sharing access to a number of staff who work in Vancouver. This reduces the number of vehicles that would otherwise have to be driven into the city to make work-related trips. Staff who do need to use their vehicles for work are encouraged to "bundle" trips; that is, instead of making numerous trips on a given day or in a given week, to arrange to do them together to reduce time on the road and distance travelled. We do not pay parking expenses for staff who are not required to travel as part of their work and staff travelling into the city for meetings or workshops are not reimbursed for travel-related expenses except transit fare. Staff are permitted to bring bicycles inside their office.

9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

Staff training and large meetings are held in a central location and always close to Skytrain stations to encourage transit use. Atira recently switched to grocery delivery services instead of staff making multiple trips to the grocery store each week. We moved to an electronic accounts payable system, ensuring invoices no longer need to be delivered to the person responsible for approving the invoice and then to the accounting department. In person meetings are regularly changed to conference calls to reduce vehicle travel.

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes

☒ No ✓

If yes, state annual solid waste figures (kg or tonnes): _____

11. Does your company have waste reduction and/or diversion targets or goals? No

If yes, state targets and by what year they are to be achieved?

12. Does your company have an office or operations recycling program in place?

☒ Yes ✓ ☐ No

If yes, which materials does your company recycle - check only those that apply:

- ☒ office paper ✓
- ☒ plastic and glass containers ✓
- ☐ soft plastic
- ☒ food waste/compostables ✓
- ☒ batteries ✓
- ☒ printer or toner cartridges ✓
- ☐ Styrofoam
- ☒ IT equipment / electronics / mobile devices ✓
- ☒ clean wood (e.g., pallets) ✓
- ☒ metals ✓

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

All printers and copiers default to double-siding, reducing paper waste. Whenever possible, documents are handled electronically rather than in paper format. Our switch to a web-based accounts payable system has significantly reduced the amount of paper generated for our accounting department; vendors are encouraged to email their invoices and staff no longer require a paper copy to approve for payment.

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes ☒ No ✓

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply:

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood) ✓
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free) ✓
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified) ✓
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles) ✓
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware) ✓
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

Atira uses social enterprise services wherever there is a social enterprise service available for the service we require. At present we work with EMBERS, the Cleaning Solution, Clean Start, Mission Possible, H.A.V.E., Potluck Café, etc. We purchase office supplies from Mills Basics, which uses bike and electric vehicle transportation and provides employment opportunities for people who have barriers to employment. We Purchase only Energy Star appliances.

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

- ☐ Yes ☒ No ✓

If yes, please state either:

a) date of certification; OR

b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☒ Yes ✓

☐ No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

Atira Property Management Inc., our for-profit social enterprise, has been employing more than 250 staff with significant barriers to employment since 2007; we are one of the largest Canadian employers of people who are marginalized. Atira Property Management Inc. has been working with the Open Door Group since 2014 to help prepare staff for employment. In addition, Atira Women's Resource Society has been employing women with lived experience for more than 20 years. Our staff includes more than 40 per cent aboriginal, more than 30 per cent women of colour, including immigrant women. We speak more than 30 languages among us.

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

☒ Yes ✓

☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

Mission Possible; provides opportunities to people challenged by homelessness and poverty. EMBERS; offers people facing barriers to work employment opportunities – including job placements, training and support.

ACCESS/BladeRunners; provides entry-level construction positions for at-risk youth ages 15-30 H.A.V.E. Café; provides occupational and life skills training to people in Vancouver's Downtown Eastside who face various barriers and challenges in life so they may be then placed into stable employment.

Cleaning Solution; contract cleaning company with a mandate to provide employment to individuals struggling with mental wellness.

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes

☒ No ✓

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3) (as defined in Section 3 below)

☐ Yes ☒ No ✓

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☒ No ✓

If yes, state the name of the third party and date of certification or date of last review:

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a “person with barriers to employment”, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

APPENDIX 10

SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope	Hoisting modular buildings with hydraulic cranes	
Subcontractor	Eagle Crane Inc	
Contact (name, title, email, telephone no.)	Trevor Brown, Manager, 604-951-1166 trev@eaglecrane.ca	
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	Point Blank Installations
	Nature of Work:	Hoisting modular buildings
	Value:	
	Client Contact:	Shane 604-644-4871
	2. Project Name:	
	Client:	Valley Modular
	Nature of Work:	Hoisting modular buildings
	Value:	
	Client Contact:	Rob 604-817-1463
	3. Project Name:	
	Client:	Britco
	Nature of Work:	Hoisting modular buildings
	Value:	
	Client Contact:	Tom 604-834-6633

Subcontracted Scope	Transportation/Logistics	
Subcontractor	Docktor Freight Solutions Corp	
Contact (name, title, email, telephone no.)	Harold Dyck, Director of Sales and Business Development, hdyck@dfscorp.com , 403-266-4131	
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	Sask Power
	Client:	CH Robinson
	Nature of Work:	Over Dimensional Compressor Building
	Value:	\$200,000
	Client Contact:	Dana Gardner
	2. Project Name:	Star Valley Drilling-Drill Rig Mobilization
	Client:	Star Valley Drilling Colorado
	Nature of Work:	Mobilization and relocation of 60 loads
	Value:	\$200,000
	Client Contact:	Graham Stanford
	3. Project Name:	Trotter Morton
	Client:	Trotter Morton
	Nature of Work:	Mobilization of new Oil and Gas Project
	Value:	\$300,000
	Client Contact:	Darcy Criton

APPENDIX 11

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the Housing Agency's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit
	none	

APPENDIX 13

PROOF OF WORKSAFEBC REGISTRATION

Please attach current proof of valid WorkSafeBC registration.



WORKING TO MAKE A DIFFERENCE

Assessment Department of the Workers' Compensation Board of British Columbia

Mailing Address:
PO Box 5350
Surrey Terminal
Vancouver BC V8H 6L5

Location:
6951 Westminster Hwy
Richmond BC V7C 1G5
Telephone: 604 244 6181
www.worksafebc.com

Employer Service Centre
Telephone: 604 244 6181
Toll Free within Canada:
1 888 622 2768
Fax: 604 244 6430

Copy of Notification

ATRA WOMEN'S RESOURCE SOCIETY
ATRA TRANSITION HOUSE SOCIETY
101 CORDOVA ST E
VANCOUVER BC V6A 1K7

Account Number: 377280
Classification: Counselling of Social Services (not elsewhere specified) (766007)

Your Rate Information for 2017

WorkSafeBC - the Workers' Compensation Board of B.C. - is funded entirely by employers. Through your premiums, you are protected from lawsuits by workers who suffer work-related injuries and you help cover the cost of health care, rehabilitation and compensation for these employees.

Considering that a single injury can exceed \$1 million, the premiums we collect from employers must cover the current and future cost of claims. For instance, during 2015, WorkSafeBC incurred \$1,550,000,000 in benefits to B.C.'s injured workers on behalf of employers.

To cover these expenses, each year we calculate a base rate, which reflects the historical cost of injuries in your industry. An experience rating discount or surcharge, based on your firm's health and safety record, is then applied to determine your net rate.

You will be classified in CU 766007 in 2017, and your net rate will increase to \$2.03 from \$1.88 in 2016.

The table below shows how we calculated your rate:

Calculation Step	Adjustment	\$ Value	Description
Base rate		\$1.16	The rate per \$100 of assessable payroll for all employers who share this classification.
Experience rating adjustment	74.8% surcharge	\$0.87	Adjustment to your rate based on your claims' cost history.
Net rate		\$2.03	Your rate per \$100 of assessable payroll. For 2017, the maximum assessable payroll per worker is \$81,900.

Enclosed is a description of the classification unit assigned to your firm. If the classification unit does not reflect your business operations, please contact the Employer Service Centre immediately.

You can now conduct 80 percent of your business with WorkSafeBC online. Sign-up today, at WorkSafeBC.com, to report payroll, make payments, submit injury reports, and follow the status of a claim online.

APPENDIX 14

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	none
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	none
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	none

July 18, 2017

REQUEST FOR PROPOSALS NO. PSVAHA2017-06 (the "RFP")
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING
STRATEGY

AMENDMENT No. 1

1. RE: PART A - INFORMATION AND INSTRUCTIONS - 4.0 SUBMISSION OF PROPOSALS

Please add:

- 4.13 Proposals may be submitted electronically before the Closing Time to purchasing@vancouver.ca. Notwithstanding Section 2.2 above, the time stamp applied to emails upon receipt by the City's email server shall be used to determine whether Proposals were submitted prior to the Closing Time. Please ensure that the name of the RFP is in the subject line and if more than one Proposal is submitted only the latest Proposal will be accepted.

2. RE: PART A - INFORMATION AND INSTRUCTIONS - 1.0 THE RFP

Please Change the following:

- 1.3 Only the following entities, which responded to the Vancouver Affordable Housing Agency's Request for Qualifications to Shortlist in Respect of Selecting Partners to Supply Prefabricated Modular Housing (RFQ No. PSVAHA2016-01) are qualified to participate in the RFP:
- (a) Atira Women's Resource Society / Ladacor partnership;
 - (b) ~~Britco Boxx LP~~; Triple M Modular Ltd. DBA Britco Commercial;

- (c) Atco Structures and Logistics Ltd.;
- (d) Horizon North; and
- (e) Kindred Construction/Dialog Partnership.

All other conditions and specifications remain unchanged.

Please submit this Amendment No. 1, replacing the current form, with the Request for Proposals No. PSVAHA2017-06.

If you have already submitted your proposal, please follow the directions as above with the following in the subject line: "Amendment No. 1 to Request for Proposals No. PSVAHA2017-06: Supplier for Housing First Temporary Modular Housing Strategy" before the closing time of 3:00:00 p.m. on July 21, 2017.

Nomads Pipeline Consulting Ltd. O/A Ladacor

NAME OF VENDOR

SIGNATURE OF AUTHORIZED SIGNATORY

July / 20 / 2017

DATE



REPORT TO COUNCIL

STANDING COMMITTEE OF COUNCIL ON CITY FINANCE AND SERVICES

SEPTEMBER 20, 2017

A Regular Meeting of the Standing Committee of Council on City Finance and Services was held on Wednesday, September 20, 2017, at 9:35 am, in the Council Chamber, Third Floor, City Hall.

PRESENT: Councillor Heather Deal, Chair
Mayor Gregor Robertson*
Councillor George Affleck
Councillor Adriane Carr
Councillor Melissa De Genova
Councillor Kerry Jang
Councillor Raymond Louie
Councillor Andrea Reimer
Councillor Tim Stevenson, Vice-Chair

ABSENT: Councillor Elizabeth Ball (Medical Leave)

CITY MANAGER'S OFFICE: Sadhu Johnston, City Manager

CITY CLERK'S OFFICE: Katrina Leckovic, Deputy City Clerk
Tina Hildebrandt, Meeting Coordinator

WELCOME

The Chair acknowledged that we are on the unceded traditional territory of the Musqueam, Squamish and Tsleil-Waututh First Nations.

MATTERS ADOPTED ON CONSENT

MOVED by Councillor Jang

THAT Items 1 to 4 and 6 be adopted on consent.

CARRIED UNANIMOUSLY
(Mayor Robertson absent for the vote)

1. Contract Award for Provision of Mobile Parking Payment System: Mobile Application and Interactive Voice Response
September 12, 2017

THAT the Committee recommend to Council

THAT Council receive the Administrative Report dated September 12, 2017, entitled "Contract Award for Provision of Mobile Parking Payment System: Mobile Application and Interactive Voice Response", for information.

ADOPTED ON CONSENT (Vote No. 02207)
(Mayor Robertson absent for the vote)

**2. Contract Award for Kitsilano Outdoor Pool Rehabilitation
August 28, 2017**

THAT the Committee recommend to Council

- A. THAT Council approve an increase in the multi-year capital project budget for Kitsilano Outdoor Pool Rehabilitation from \$1,500,000 to \$3,300,000; source of funding to be:

- \$800,000 reallocation from the multi-year budget for 2015/16 Capital Maintenance for Recreational Facilities;
- \$500,000 reallocation from the multi-year budget for 2017 Capital Maintenance for Recreational Facilities; and
- \$500,000 from the Unallocated funding in the 2015-18 Capital Plan for Recreational Facilities Capital Maintenance.

Expenditures for the project this year will be managed within the current Annual Capital Expenditure Budget. Expenditures planned for 2018 will be brought forward as part of the 2018 Annual Capital Budget process.

- B. THAT, subject to approval of A above, Council authorize City staff to enter into a contract with Smith Bros. & Wilson (B.C.) Ltd., for the rehabilitation of the Kitsilano Outdoor Pool, for a term of approximately five (5) months with an estimated contract value of \$2,585,091.00, plus applicable taxes over the term. Funding to be provided from the multi-year capital project budget for Kitsilano Outdoor Pool Rehabilitation Project.
- C. THAT the Director of Legal Services, Chief Purchasing Official and General Manager of Real Estate and Facilities Management be authorized to execute on behalf of the City the contract contemplated by B above.
- D. THAT no legal rights or obligations will be created by Council's adoption of A and B above unless and until such contract is executed by the authorized signatories of the City.

ADOPTED ON CONSENT (Vote No. 02208)
(Mayor Robertson absent for the vote)

**3. Appointment of Operator and Lease Terms for Aunt Leah's Place at 1101 Seymour Street
July 26, 2017**

THAT the Committee recommend to Council

- A. THAT Council approve the following non-profit organization to occupy and operate a portion of the 21,270 square foot social service centre (the "Centre") recently completed at 1101 Seymour Street, legally described as Parcel Identifier: 029-321-808; Lot 1 Block 93 Plan EPP40740 District Lot 541 NWD Group 1 (the "Property"):

Aunt Leah's Independent Lifeskills Society ("Aunt Leah's Place").

- B. THAT Council authorize the Director of Real Estate Services to negotiate and execute a nominal lease agreement with Aunt Leah's Place for approximately

1,654 square feet on the third floor of the Centre (the "Aunt Leah's Place Lease") on terms and conditions consistent with the Term Sheet attached as Appendix C to the Administrative Report dated July 26, 2017, entitled "Appointment of Operator and Lease Terms for Aunt Leah's Place at 1101 Seymour Street", and otherwise satisfactory to the Director of Real Estate Services and the Director of Legal Services.

As the rent for the premises will be below the applicable market rate and includes rent-in-lieu of property taxes, B above constitutes a grant valued at approximately \$60,000/annum based on the first year of the term.

- C. THAT no legal rights or obligations will arise or be created by Council's adoption of A or B above unless and until all legal documentation has been executed and delivered by the respective parties.

CARRIED UNANIMOUSLY AND B
BY THE REQUIRED MAJORITY (Vote No. 02209)
(Mayor Robertson absent for the vote)

**4. Debenture Program 2017
September 5, 2017**

THAT the Committee recommend to Council

- A. THAT Council authorize the issuance of up to \$85,000,000 City of Vancouver debentures, utilizing borrowing authorities approved as part of the 2015, 2016, and 2017 Capital Budgets as follows:

Waterworks	\$ 2,500,000
Sewers & Drainage	\$ 40,000,000
Water & Sewer Connections	\$ 1,000,000
Parks	\$ 2,000,000
Recreation and Exhibition Facilities	\$ 6,000,000
Public Safety Facilities	\$ 1,500,000
Streets and Bridge Infrastructure	\$ 15,000,000
Street Lighting, Traffic Signals, and Communication Systems	\$ 7,500,000
Community Facilities	\$ 3,500,000
Civic Facilities and Infrastructure	\$ 6,000,000
	<u>\$ 85,000,000</u>

- B. THAT, until the borrowing authorities established pursuant to A above are exercised, the Director of Finance, in consultation with the Mayor, the Chair of the City Finance and Services Committee, and the City Manager, or a majority of them, be empowered to act and instruct the City's Fiscal Agent to proceed with the issuance of the debentures, and to set the interest rate, price, and other terms and conditions on which the debentures will be issued by the City.

It should be noted that once the Director of Finance instructs the Fiscal Agent to offer the debentures in the public market, Council will be required to enact the appropriate borrowing by-law to authorize issuance of the debentures.

ADOPTED ON CONSENT (Vote No. 02211)
(Mayor Robertson absent for the vote)

**5. Annual Financial Authorities - 2018
August 15, 2017**

In response to a question, the Director, Long-term Financial Strategy & Planning, agreed to report back on the City's investment portfolio and identify any non-green holdings.

MOVED by Councillor Carr

THAT the Committee recommend to Council

- A. THAT, for the period from January 1 to December 21, 2018, Council authorize the Director of Finance to draw warrants for payment and to report the same in writing to the City Clerk for the information of Council as soon as possible, and no later than 15 days, following the month-end in which each warrant is drawn, in accordance with Sections 215 and 216 of the *Vancouver Charter*.
- B. THAT, for the period from January 1 to July 15, 2018, Council authorizes the Director of Finance to temporarily use such proceeds from the sale of debentures as are available to meet other expenditure requirements of the City, pending collection of general purpose property taxes, in accordance with Section 259(1)(b) of the *Vancouver Charter*.
- C. THAT, for the period from January 1 to December 31, 2018, Council authorize the Director of Finance to invest City funds not immediately required and to vary the investments from time to time where appropriate, in accordance with Sections 201, 259, and 260 of the *Vancouver Charter*, in one or more of the following:
 - securities of Canada or of a province;
 - securities guaranteed for principal and interest by Canada or by a province;
 - securities of a municipality, including the city, or a regional district;
 - securities of the Greater Vancouver Water District or the Greater Vancouver Sewerage and Drainage District;
 - securities of the Municipal Finance Authority;
 - securities of or investments guaranteed by a chartered bank;
 - deposits in a savings institution, or non-equity or membership shares of a credit union;
 - pooled investment funds under Section 16 of the Municipal Finance Authority Act; and
 - any of the investments permitted for the Municipal Finance Authority under Section 16(3) of the Municipal Finance Authority Act, including pooled investment portfolios under the Financial Administration Act.
- D. THAT, for the period from January 8, 2018, to January 7, 2019, pursuant to Section 263 of the *Vancouver Charter*, Council authorize the Director of Finance to establish a short-term borrowing facility to assist in managing the City's cash flow with the maximum outstanding amount not to exceed \$60 million.
- E. THAT Council instructs the Director of Legal Services to prepare a Borrowing Pending Collection of Real Property Taxes By-law for enactment by Council.

CARRIED UNANIMOUSLY (Vote No. 02206)

6. **2018 Interest Rate Property Tax Arrears**
August 15, 2017

THAT the Committee recommend to Council

- A. THAT City Council set an interest rate of 6.95% for property tax arrears to be effective January 1, 2018.
- B. THAT the Director of Legal Services be instructed to bring forward a by-law regarding the 2018 interest rate on property tax arrears, for consideration by Council on or before September 30, 2017, in accordance with the provisions of Section 415 (2) of the *Vancouver Charter*.

ADOPTED ON CONSENT (Vote No. 02212)
(Mayor Robertson absent for the vote)

The Committee adjourned at 9:41 am.

* * * * *



REGULAR COUNCIL MEETING MINUTES
STANDING COMMITTEE OF COUNCIL ON
CITY FINANCE AND SERVICES

SEPTEMBER 20, 2017

A Regular Meeting of the Council of the City of Vancouver was held on Wednesday, September 20, 2017, at 9:41 am, in the Council Chamber, Third Floor, City Hall, following the Standing Committee on City Finance and Services meeting, to consider the recommendations and actions of the Committee.

PRESENT:

Mayor Gregor Robertson
Councillor George Affleck
Councillor Adriane Carr
Councillor Melissa De Genova
Councillor Heather Deal
Councillor Kerry Jang
Councillor Raymond Louie
Councillor Andrea Reimer
Councillor Tim Stevenson

ABSENT:

Councillor Elizabeth Ball (Medical Leave)

CITY MANAGER'S OFFICE:

Sadhu Johnston, City Manager

CITY CLERK'S OFFICE:

Katrina Leckovic, Deputy City Clerk
Tina Hildebrandt, Meeting Coordinator

COMMITTEE REPORTS

Report of Standing Committee on City Finance and Services
September 20, 2017

Council considered the report containing the recommendations and actions taken by the Standing Committee on City Finance and Services. Its items of business included:

1. Contract Award for Provision of Mobile Parking Payment System: Mobile Application and Interactive Voice Response
2. Contract Award for Kitsilano Outdoor Pool Rehabilitation
3. Appointment of Operator and Lease Terms for Aunt Leah's Place at 1101 Seymour Street
4. Debenture Program 2017
5. Annual Financial Authorities - 2018
6. 2018 Interest Rate Property Tax Arrears

Items 1 to 6

MOVED by Councillor Deal
SECONDED by Councillor Jang

THAT the recommendations and actions taken by the Standing Committee on City Finance and Services at its meeting of September 20, 2017, as contained in items 1 to 6, be approved.

CARRIED UNANIMOUSLY AND
ITEM 3 BY THE REQUIRED MAJORITY

VARY AGENDA

MOVED by Councillor Louie
SECONDED by Councillor Deal

THAT Council vary the order of the agenda to enact the By-laws prior to considering the Urgent Business item.

CARRIED UNANIMOUSLY AND
BY THE REQUIRED MAJORITY

Note: For clarity, the following agenda items are recorded in chronological order.

BY-LAWS

MOVED by Councillor Jang
SECONDED by Councillor Deal

THAT Council enact the by-laws listed on the agenda for this meeting as numbers 1, 2 and 4 inclusive, and authorize the Mayor and City Clerk to sign and seal the enacted by-laws.

CARRIED UNANIMOUSLY

1. A By-law to provide for the imposition of interest on delinquent property taxes for 2018 (By-law No. 11901)
2. A By-law to amend Zoning and Development By-law No. 3575 regarding relaxations for low cost housing for persons receiving assistance (By-law No. 11902)
3. A By-law to amend Zoning and Development By-law No. 3575 regarding Character Houses, Multiple Conversion Dwellings and Infill Dwellings in RS zoning districts -
WITHDRAWN
4. A By-law to amend the Zoning and Development By-law Regarding Affordable Housing and Amenity Share Costs and Schedule F (By-law No. 11903)

URGENT BUSINESS

1. Temporary Modular Housing Design Guidelines

MOVED by Councillor Jang
SECONED by Councillor Stevenson

THAT the "Temporary Modular Housing Design Guidelines", approved by Council at the Public Hearing on September 19, 2017, be adopted for use by applicants and staff in the relevant districts.

CARRIED UNANIMOUSLY

ADJOURNMENT

MOVED by Councillor Deal
SECONDED by Councillor Jang

THAT the meeting be adjourned.

CARRIED UNANIMOUSLY

The Council adjourned at 9:43 am.

* * * * *



Vancouver Affordable Housing Agency Ltd.

Request for Proposals ("RFP") PSVAHA2017-06
Supplier for Housing First Temporary Modular
Housing Strategy

Issued: July 14, 2017



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- APPENDIX 8 Sustainability Requirements Questionnaire
- APPENDIX 9 Personal Information Consent Form(s) - Intentionally Deleted
- APPENDIX 10 Subcontractors
- APPENDIX 11 Proposed Amendments to Form of Agreement
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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 Vancouver Affordable Housing Agency Ltd. (the "Housing Agency") and, depending on the Housing Agency's evaluation of proposals, among other factors, to potentially negotiate with the Housing Agency to enter into a contract. 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 EITHER THE HOUSING AGENCY OR THE CITY OF VANCOUVER TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE HOUSING AGENCY OR THE CITY OF VANCOUVER.
- 1.2 This RFP concerns the Housing Agency's interest in procuring the supply, delivery and installation of six hundred (600) prefabricated modular housing units and the construction of communal amenity facilities on lands in the City of Vancouver by December 15th 2017, as further described in this RFP. Details of the Housing Agency's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The Housing Agency welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the Housing Agency's objectives and requirements.
- 1.3 Only the following entities, which responded to the Vancouver Affordable Housing Agency's Request for Qualifications to Shortlist in Respect of Selecting Partners to Supply Prefabricated Modular Housing (RFQ No. PSVAHA2016-01) are qualified to participate in the RFP:
- (a) Atira Women's Resource Society / Ladacor partnership;
 - (b) Britco Boxx LP;
 - (c) Atco Structures and Logistics Ltd.;
 - (d) Horizon North; and
 - (e) Kindred Construction/Dialog Partnership.
- 1.4 The Housing Agency is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "Proponent") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The Housing Agency currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the Housing Agency (such a contract, an "Agreement"). However, the Housing Agency 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 Housing Agency may also terminate the RFP at any time.
- 1.5 The Housing Agency currently intends that Proposals will be evaluated by the Housing Agency in relation to their overall value, which will be assessed in the Housing Agency's sole and absolute discretion. It is the objective to have all 600 units occupied by December 31st 2017 and the Housing Agency requires all proponents to submit a timeline for manufacture and installation of units to allow for occupancy as soon as possible. In assessing value, the Housing Agency will weigh this as a requirement and will consider all the factors described in Section 8.0 below, among others.

- 1.6 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 HOUSING AGENCY. 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 (ATTACHED AS APPENDIX 1 TO PART C).
- 1.7 The execution of an agreement arising from this RFP may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver Affordable Housing Agency's board of directors and/or the Vancouver City Council.
- 1.8 The RFP consists of four parts, plus appendices:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - HOUSING AGENCY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the Housing Agency invites Proposals.
 - (c) PART C - ITEMS TO BE ADDRESSED IN PROPOSALS: This part stipulates the information that should be contained in each Proposal.
 - (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	Date: July 19, 2017
Closing Time and Date	Date: July 21, 2017 Time: 3:00 pm

- 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 in writing to:

Jim Lowood
Email: jim.lowood@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 HOUSING AGENCY 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 HOUSING AGENCY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

4.0 SUBMISSION OF PROPOSALS

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

4.2 Each Proponent should submit its Proposal as follows:

one electronic copy on a flash drive, memory stick or similar medium in an envelope clearly marked with the Proponent's name and the RFP title and number ("**Housing First Temporary Modular Housing Strategy; PSVAHA2017-06**") to the following address:

Vancouver Affordable Housing Agency C/O: City of Vancouver Supply Chain Management

4th Floor - 453 West 12th Avenue

Vancouver, B.C.

V5Y 1V4

(If delivering in person please put in drop box on 4th Floor before Closing Time)

4.3 To be considered by the Housing Agency, a Proposal must be submitted in the form set out in Part C (the "Form of Proposal"), completed and duly executed by the relevant Proponent.

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

4.5 Proposals must not be submitted by fax.

4.6 Intentionally deleted.

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 be limited to the items specified in Part C of the RFP.

4.11 The Housing Agency is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that the prequalified entities listed in 1.3 above are the lead entities and that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the Housing Agency 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 Housing Agency and may or may not be returned to the Proponent, in the Housing Agency's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The Housing Agency may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check their electronic mail inbox regularly for amendments, addenda, and questions and answers in relation to the RFP, from the Contact Person.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the Housing Agency that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 PROPOSED TERM OF ENGAGEMENT

- 6.1 The term of any Agreement will be for the dates specified above in 1.2, with a 12 month period to settle any deficiencies.

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 Housing Agency may open or decline to open Proposals in such manner and at such times and places as are determined by the Housing Agency.
- 8.2 The Housing Agency currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by Housing Agency representatives, using quantitative and qualitative tools and assessments, as appropriate. In so doing, the Housing Agency expects to examine (i) Proponents' capabilities to meet the Requirements (as defined in Part B) as and when needed, (ii) quality and service factors, including types and durations of warranties, (iii) innovation (v) timing/schedule factors, and (vi) environmental or social sustainability impacts . Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical, including, but not limited to: speed of delivery and installation and ease of relocation	95%
Sustainability	5%
Total	100%

- 8.3 The Housing Agency will retain complete control over the RFP process at all times until the execution and delivery of an agreement or agreements, if any. The Housing Agency 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 Housing Agency may continue,

interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

- 8.4 The Housing Agency may, at any time prior to signing an agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The Housing Agency 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 Housing Agency will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The Housing Agency may also require that any proposed subcontractors undergo evaluation by the Housing Agency.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the Housing Agency 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 Housing Agency; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the Housing Agency 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 HOUSING AGENCY AND CITY POLICIES

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

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the Housing Agency, as an agent of the City, 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 the Proposal Form. Except where expressly stated in the Proposal Form: (i) no part of the RFP consists of an offer by the Housing Agency or the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the Housing Agency or the City.

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

PART B - HOUSING AGENCY REQUIREMENTS

1.0 BACKGROUND

- 1.1 In 2014, Vancouver City Council, acting on recommendations from the Mayor's Task Force on Housing Affordability, approved the creation of the Vancouver Affordable Housing Agency. The Housing Agency is an entity that is separate from, but accountable to the City of Vancouver, with the City as the sole shareholder. The Housing Agency's mandate is to expedite the delivery of affordable housing options to achieve the objectives set out in the City's Housing and Homelessness Strategy (2012-2021).

In June 2016 The Housing Agency released an RFP to explore the use of modular housing as a form of temporary or transitional housing that could be used to help increase the supply of housing quickly whilst permanent housing projects are coming on stream. The pilot project explored the use of modular housing on sites that are vacant awaiting redevelopment or infill opportunities.

The Housing Agency is now looking to expand on this pilot to deliver 600 temporary modular housing units on a number of sites across Vancouver. At this time exact sites are unknown but for the purpose of this RFP the proponent should use assumptions listed in section 2.0 Site Information. The Housing Agency, together with the City of Vancouver and B.C. Housing has embarked on a "Housing First Strategy" to house homeless and hard to house citizens of Vancouver. The Housing Agency expects that all team members will work collaboratively in the interest of achieving maximum affordability and achieving timelines to reduce cost overruns and avoid project delays to construct the project.

2.0 SITE INFORMATION

2.1 Site Assumptions

- Ten (10) sites capable of accommodating sixty (60) units for a total of 600 (including communal amenity provisions) per site;
- Services will be provided to the lot line (Water, Sewer, Storm, Hydro); and
- Sites will be vacant and clear

3.0 SCOPE OF WORK

The Housing Agency is seeking a Proponent with expertise in residential design/build construction to design, supply, deliver, install and commission 600 units of prefabricated modular housing units and associated amenity spaces (the "Project"). If selected, the successful Proponent will be required to perform the following work, outlined below (the "Scope of Work"):

- (a) Design, construct and fully commission a feasible, high quality interim modular housing project that is intended for "temporary" housing with the ability to be moved to a new site every three to five years. The design and construction of the modules will need to reflect this requirement by providing durability and flexibility to enable multiple reconfiguration options for future sites. Each modular housing enclave of 50 - 70 units

will provide a communal amenity module containing office, laundry and small kitchenette facilities, either repurposed from their inventory or from previous sites or specifically built for this project providing a link to the modular housing sites;

- (b) Provide maximum efficiency of floorplate within their design. This includes efficient use of space and possibly stacking of modules to create higher density;
- (c) Site preparation and rehabilitation of the site to its former state after the housing units have moved to a different site;
- (d) Retain a team of professional consultants including but not limited to architects, contractors, surveyors, engineers, code consultants, to develop a viable, affordable temporary modular housing project. (Please note the use of local consultants is recommended);
- (e) In consultation with the Housing Agency, develop and finalize the building design including building systems, building materials, construction budget, construction schedule, and occupancy schedule to deliver the Project on time and on budget;
- (f) After the Project design and budget estimate has been agreed to by all parties, engage and oversee all subcontractors and project manage the construction of the Project through to commissioning and occupancy;
- (g) Arrange for and secure all utility connections;
- (h) Prepare the development application and obtain all necessary development, building and occupancy permits.
- (i) Participate in regularly scheduled design and construction progress meetings with the Housing Agency representative(s) during pre-construction, design, and construction through to completion and occupancy, including the final deficiency walk-through and building handover. This may include on-site meetings as necessary
- (j) Provide input to the Housing Agency on areas where technical and planning guidelines could be improved to provide better value, economies, time/cost savings etc.

3.1 Standards

The project should be designed and constructed to the following objectives and standards:

- (a) All units must be manufactured in accordance with all federal and provincial standards;
- (b) The design and constructed of all units must also comply with the Vancouver Building By-Law;
- (c) All units shall be resilient in order to be moved three to four times during their life time. The Proponent is to list the expected life time of the units in their proposal;
- (d) All units to have a Building Envelope Warranty. This can either be a manufacturer's warranty or a third party warranty;
- (e) Project will contain 350 square foot, self-contained, dwelling units and a communal amenity facility;

- (f) 10% of units should be designed to be fully accessible as per City of Vancouver guidelines;
- (g) Requirement for janitorial cupboard/storage space on each floor having a floor area of thirty (30) square feet; and
- (h) Requirement that a Code consultant form a part of the Proponent's team to provide code summary showing how compliance or equivalencies to the applicable Vancouver Building By-Law are being achieved. A Code summary must be included with RFP submission.

Please refer to "City of Vancouver Housing Design and Technical Guidelines"
<http://vancouver.ca/files/cov/housing-design-and-technical-guidelines.pdf>
 for design specification.

3.2 Design Considerations

Specific design considerations are:

- (a) Vinyl sheet flooring with welded seams in integral cove base;
- (b) Bed-bug resistant (and vandal resistant) fixtures and fittings;
- (c) Allowance for an impact resistant wall board or consider wall protection to 4'0" a.f.f.
- (d) Recessed and tamper proof sprinkler heads;
- (e) Provision of an extra floor drain in the washrooms and laundry rooms;
- (f) Card operated door locks on all dwelling units and for traditional locks/keys suited for master key entry
- (g) Vertical blinds or fire resistant curtain window covering for fire risk reasons;
- (h) Water-resistant plywood at millwork at high-use wet areas;
- (i) Fully furnished with beds, frames, side tables and furniture; and
- (j) Energy efficient lighting, including emergency, included in units and amenity area.

4.0 REQUIREMENTS AND DEVIATIONS TO REQUIREMENTS

The requirement is to provide a timeline to show all design development, manufacturing, delivery, installation and commissioning of 600 units through to occupancy (including occupancy permit). For the purpose of responding to this RFP please exclude any timeline for permits. The 600 units must be designed and installed as stated in Section 3.0 of Part B.

The successful Proponent will be required to provide full architectural, engineering, project management, co-ordination of sub-trades, scope development, mechanical, electrical, and plumbing services for the Project within a short timeframe.

The Housing Agency will review Proposals that include both communal amenity modules (as stated above in 3.0 Scope of Work) and self-contained units either repurposed from previous sites or from their inventory. The self-contained units may contain a bedroom, bathroom and a kitchenette and may have a unit floor area of less than 350 square feet.

PART C - FORM OF PROPOSAL

RFP No. PSVAHA2017-06 Supplier for Housing First Temporary Modular Housing Strategy, (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 Housing Agency's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

The Form of Proposal includes the following attached Appendices:

APPENDIX 1	Legal Terms and Conditions of RFP
APPENDIX 2	Questionnaire - Intentionally Deleted
APPENDIX 3	Timeline
APPENDIX 4	Proponents References - Intentionally Deleted
APPENDIX 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Corporate Sustainability Leadership Questionnaire - Intentionally Deleted
APPENDIX 8	Sustainability Requirements Questionnaire
APPENDIX 9	Personal Information Consent Form(s) - Intentionally Deleted
APPENDIX 10	Subcontractors
APPENDIX 11	Proposed Amendments to Form of Agreement
APPENDIX 12	Financial Statements - Intentionally Deleted
APPENDIX 13	Proof of WorkSafeBC Registration
APPENDIX 14	Conflicts; Collusion; Lobbying

APPENDIX 1

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Housing Agency 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 Housing Agency and/or the City and the Proponent, or otherwise apply as between the Proponent and the Housing Agency and/or the City following the signing of any such Contract.

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the Housing Agency and/or the City and the Proponent following and as a result of the Proponent's selection by the Housing Agency in the Housing Agency's RFP process.
- (c) "Housing Agency" means the Vancouver Affordable Housing Agency Ltd., a company formed under the laws of the British Columbia;
- (d) "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).
- (e) "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.
- (f) "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.
- (g) "Proposal Form" means that certain Appendix 1 to Part C of the RFP, completed and executed by the Proponent.
- (h) "RFP" means the document issued by the Housing Agency as Request for Proposals No. PSVAHA2017-06, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE HOUSING AGENCY OR THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), neither the Housing Agency and 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 Housing

Agency and/or the City enters into a Contract, which the Housing Agency and the City may decline to do in their sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Housing Agency, acting as agent for the City, is a public body required by law to act in the public interest. In no event, however, does the Housing Agency, or 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 Housing Agency and the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Housing Agency at the Housing Agency's sole discretion. The Housing Agency 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 Housing Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Housing Agency 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 Housing Agency 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 Housing Agency 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 Housing Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Housing Agency 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 Housing Agency; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the Housing Agency or the City are in breach of Section 8.2 of this Appendix 1, the Proponent now releases each of the Housing Agency and the City, and their respective officials, directors, agents and 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 Housing Agency or the City or their respective officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the Housing Agency accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Housing Agency or 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 Housing Agency or the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the Housing Agency, the City, and their respective officials, agents and 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 Housing Agency or the City or their respective officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Housing Agency and the City have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Housing Agency or the City or their respective 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 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 Housing Agency, the City or their respective 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 Housing Agency and the City's liability, as applicable, is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Housing Agency or the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the Housing Agency and/or the City and the Proponent under a Contract (or a similar contract between the City and/or the Housing Agency 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 Housing Agency, the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents Housing Agency's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Housing Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Housing Agency board and the Vancouver City Council about the RFP, the Housing Agency will treat the Proposal (and the Housing Agency evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Housing Agency and City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Housing Agency or the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Housing Agency or the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt,

evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or 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 Housing Agency or the City; or (ii) related to or has any business or family relationship with an elected official or employee of the Housing Agency or 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 Housing Agency, 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 Housing Agency or the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Housing Agency or 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 Housing Agency and/or 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 Housing Agency or 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.

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 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 Housing Agency.
- (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.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

APPENDIX 2
QUESTIONNAIRE

INTENTIONALLY DELETED

APPENDIX 3

TIMELINE

The Proponent is to provide a proposed timeline in the form of a Gantt chart. Please note that the delivery date of December 15, 2017 is a fixed date.

APPENDIX 4
PROPONENT'S REFERENCES
INTENTIONALLY DELETED

APPENDIX 5

CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the Housing Agency entering into any Agreement.)



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4– 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 as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

	LIMITS OF LIABILITY:	
INSURER: _____	Per occurrence/claim:	\$ _____
POLICY NUMBER: _____	Aggregate:	\$ _____
POLICY PERIOD: From _____ to _____	Deductible per occurrence/claim:	\$ _____
If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____		

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

APPENDIX 6

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 Housing Agency and the City of Vancouver expects each supplier of goods and services to the Housing Agency 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 Housing Agency or the City, or have a plan in place to comply within a specific period of time. The Housing Agency reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

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

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

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

Signature: _____

Name and Title: _____

APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

INTENTIONALLY DELETED

APPENDIX 8

SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all Housing Agency and City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the Housing Agency and the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the Housing Agency requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The Housing Agency may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Appendix and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☐ Yes

☐ No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

- ☐ Yes ☐ No

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

- ☐ Yes ☐ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

- ☐ Yes ☐ No

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

- ☐ Yes ☐ No

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. Please limit answer to 400 words or less.

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

- b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes ☐ No

If yes, state annual solid waste figures (kg or tonnes): _____

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

12. Does your company have an office or operations recycling program in place?

☐ Yes

☐ No

If yes, which materials does your company recycle - check only those that apply:

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes

☐ No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply:

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

- ☐ Yes ☐ No

If yes, please state either:

a) date of certification; OR

b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes

☐ No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

☐ Yes

☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes

☐ No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3) (as defined in Section 3 below)

☐ Yes ☐ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☐ No

If yes, state the name of the third party and date of certification or date of last review:

6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a “person with barriers to employment”, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

APPENDIX 9
PERSONAL INFORMATION CONSENT FORM(S)
INTENTIONALLY DELETED

APPENDIX 10

SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

APPENDIX 11

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the Housing Agency's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 12

FINANCIAL STATEMENTS

INTENTIONALLY DELETED

APPENDIX 13

PROOF OF WORKSAFEBC REGISTRATION

Please attach current proof of valid WorkSafeBC registration.

APPENDIX 14

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

PART D
FORM OF AGREEMENT
(See Attached)



SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY

DESIGN-BUILD AGREEMENT

between

[DESIGN-BUILDER NAME]

and

CITY OF VANCOUVER

[DATE]

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DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT (the “Agreement”) dated for reference [insert date] is entered into

BETWEEN:

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

(the “City”)

OF THE FIRST PART

AND:

[INSERT NAME OF DESIGN-BUILDER]
[insert address]

(the “Design-Builder”)

OF THE SECOND PART

BACKGROUND

A. [TO BE DETERMINED]

THE CITY AND THE DESIGN-BUILDER NOW AGREE AS FOLLOWS:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The Design-Builder shall:

- 1.1 provide the Design Services and perform the Work for [insert description of the project] at [insert location description and address] in Vancouver, British Columbia (which is the Place of the Work), in respect of which Work, [name] is acting as the Consultant (subject to replacement by the Design-Builder pursuant hereto), and in respect of which Work [insert name] is acting as, and is, the Payment Certifier;
- 1.2 do and fulfill everything indicated by the Contract Documents; and
- 1.3 subject to adjustment to the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Work, as certified by the Payment Certifier, by the [day] day of [month], [year], in accordance with the Project Schedule, included as a schedule to this Agreement.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Design Services or the Work, including any tender documents that are not expressly listed in Article A-3 of this Agreement.

2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement

- (a) this Agreement;
- (b) the “Definitions” and “General Conditions of the Design-Build Stipulated Price Contract” contained within standard construction document CCDC 14 - Design-Build Stipulated Price Contract, 2013 edition, not attached but incorporated by reference;
- (c) the following schedules to this Agreement:
 - (i) Schedule 1 - Supplementary General Conditions (the “Supplementary General Conditions”)
 - (ii) Schedule 2 - Owner’s Statement of Requirements;
 - (iii) Schedule 3 - Schedule of Prices (the “Schedule of Prices”);
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 - Project Schedule (the “Project Schedule”);
 - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds [Deliberately Omitted]
 - (vii) Schedule 7 - Insurance Certificate;
 - (viii) Schedule 8 - City Pre-Contract Hazard Assessment Form
 - (ix) Schedule 9 - Contractor Pre-Contract Hazard Assessment Form
- (d) the document submitted by the Design-Builder, dated [insert], titled [insert] (incorporated by reference) (the “Design-Builder Document”);
- (e) [the traffic management plan provided by the Design-Builder to the City (incorporated by reference)];
- (f) [the Place of the Work-specific safety and health plan provided by the Design-Builder to the City (incorporated by reference)]

3.2 Capitalized terms used in the Contract Documents will have the meanings ascribed to such terms in the Contract Documents.

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price to do, perform and supply all the Design Services and the Work in accordance with, and perform all the obligations specified by, the Contract Documents is [insert price without GST], plus GST of [insert amount], for a total Contract Price of [insert total amount, including GST].

4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the

Design Services or the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.

- 4.3 The PST, GST and other taxes, duties, assessments, charges and fees included in the Contract Price will be remitted by the Design-Builder to the applicable authorities as and when the City pays the Contract Price to the Design-Builder or as earlier required by applicable law.
- 4.4 All amounts are in Canadian dollars.
- 4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.
- 4.6 For purposes of the Contract Documents, "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time, and "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Design-Builder in consideration of the performance of the Design Services and the Work.
- 5.2 The payment for any Design Services or Work under this Contract made to the Design-Builder by the City will not be construed as an acceptance of any Design Services or Work being in accordance with the Contract Documents.
- 5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The "Bank Rate" for these purposes is the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties hereto will be in writing and may be delivered by hand or sent by electronic transmission or by courier or registered mail:

- (i) to the City at:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: [insert name]
[insert title]

Fax No.: [insert]
Email: [insert]; or

- (ii) to the Design-Builder at:
[insert name and address];

or to such other person or address of which one party may advise the other[s] in writing from time to time or at any time, and each such communication will be deemed to be received by the recipient:

- (A) on the date of delivery, if delivered by hand: to the individual, if the recipient is an individual; to a partner, if the recipient is a partnership; or to an officer of the corporation, if the recipient is a corporation; or
- (B) on the day following transmission, if sent by electronic transmission and confirmed by documentation of successful transmission or receipt of an email reply effectively acknowledging delivery; or
- (C) one Working Day after the date of confirmed delivery, if sent by courier or registered mail.

ARTICLE A-7 LAW OF CONTRACT

The laws of British Columbia will apply to and govern the Contract Documents and the courts of British Columbia will have jurisdiction over all disputes not resolved by mediation or arbitration.

ARTICLE A-8 SUCCESSORS AND ASSIGNS

The Contract shall enure to the benefit of and be binding upon the City and Design-Builder and their respective successors and permitted assigns.

ARTICLE A-9 TIME OF THE ESSENCE

All time limits stated in this Contract are of the essence of the Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written.

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF DESIGN-BUILDER]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Proof of authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, who are parties to this Agreement, shall be attached.

SCHEDULE 1
SUPPLEMENTARY GENERAL CONDITIONS

(SUPPLEMENTARY GENERAL CONDITIONS ARE MODIFICATIONS TO CCDC 14 -2013)

INTRODUCTION

- 1.1.1 These Supplementary General Conditions amend the “Definitions” and the “General Conditions of the Design-Build Stipulated Price Contract” contained within standard construction document CCDC 14 - Design-Build Stipulated Price Contract, 2013 edition (“CCDC 14”), available for download at <http://www.ccdc.org/downloads/index.html>. Any reference in the Contract Documents to “General Conditions” or “GC” means the General Conditions contained in CCDC 14 as amended by these Supplementary General Conditions. Whenever there is a conflict between these Supplementary General Conditions and the other Contract Documents or wherever the Contract Documents are silent and these Supplementary General Conditions speak to a particular issue or matter, the provisions of these Supplementary General Conditions shall take precedence.
- 1.1.2 Unless the context dictates otherwise and to the extent not otherwise defined in the Contract Documents, capitalized terms used in these Supplementary General Conditions have the meanings given thereto in CCDC 14.
- 1.1.3 To the extent that the *Lien Act* (as defined below) expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, to the extent that those provisions of the *Lien Act* apply, such provisions of the *Lien Act* shall take precedence over any provision of the Contract Documents that is determined to contradict or contravene such provisions of the *Lien Act*, but only to the extent of such contradiction or contravention.

AMENDMENTS TO THE DEFINITIONS

The following amendments are made to the “Definitions” in CCDC 14:

Delete the definition of “Consultant” replace with the following:

The Consultant is the person or entity designated by the Design-Builder to the City as being responsible for the performance of the Design Services in accordance with the Contract Documents. The Consultant must be an architect, engineer or other entity licensed to practice in the province of British Columbia to provide the Design Services and coordinate the provision of the Design Services of all other consultants employed by the Design-Builder.

Add the following at the end of the definition of “Contract”:

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, except to the extent included in the Contract Documents or expressly incorporated by reference into the Contract by an actual reference to the same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

Delete the definition of “Contract Documents” replace with the following:

The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS, those documents expressly incorporated by reference into the Contract by an actual reference to the same in Article A-3 of the Agreement - CONTRACT DOCUMENTS, and amendments agreed upon in writing between the parties together with all

other documents, schedules and additions mutually agreed to or settled by the parties from time to time in respect of the Contract.

Delete the definition of “Design Services” replace with the following:

Design Services means all professional design and related services and contract administration services required by, or reasonably inferable from, the Contract Documents.

Delete the word “Owner” and the definition of “Owner” and replace with the following:

“Owner” or “City”

“Owner” and “City” each mean the entity identified as the “City” in the Agreement (represented as stated therein or otherwise) or the City’s authorized agent or representative, as designated to the Design-Builder in writing. However, “Owner” and “City” each expressly do not include the Payment Certifier and expressly do not include the City of Vancouver acting in its capacity as a municipal regulatory authority.

Delete the definition of “Owner’s Statement of Requirements” and replace with the following:

The Owner’s Statement of Requirements consists of the requirements for the Design Services and the Work set out as Schedule 2 of the Agreement, and in [complete] and any amendments thereto agreed upon by the parties.

Delete the definition of “Payment Certifier” and replace with the following:

Payment Certifier means the person or entity identified as such in the Agreement or such other person or entity as is named as such from time to time by the City, and the Payment Certifier may be the City.

Delete the definition of “Substantial Performance of the Work” and replace with the following:

Substantial Performance of the Work shall have the same meaning as “substantial performance” of the Agreement, as determined under Section 1(2) of the *Lien Act*.

Delete the definition of “Work” and replace it with the following:

Work means the total construction and related services required by the Contract Documents or properly inferable therefrom, but excludes the Design Services.

Add the following definitions:

Applicable Laws

Applicable Laws means all applicable federal, provincial and municipal laws, bylaws, codes, rules, regulations, policies and requirements applicable to the Design Services, the Work and the Project.

Certificate of Completion

Certificate of Completion means the certificate under section 7 of the *Lien Act* stating that work under a contract or subcontract has been completed and includes an order made under section 7(5) of the *Lien Act*.

Environmental Law

Environmental Law means any applicable law relating to the protection of the environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances.

Final Certificate for Payment

Final Certificate for Payment means the certificate issued on Total Performance of the Work.

Hazardous Substance

Hazardous Substance means any contaminant, waste, hazardous substance, hazardous waste, or dangerous goods in such quantities and concentrations as contravene applicable limitations under Environmental Law and that may impair the environment, injure or damage property or plant or animal life or harm or impair the health of any individual.

Holdback

Holdback means a holdback required by the *Lien Act*.

Lien or Liens

Lien or Liens means a lien under the *Lien Act*.

Lien Act

Lien Act means the *Builders Lien Act* (British Columbia) and any additional successor or replacement legislation which may be passed that is applicable to the Place of the Work.

Site Labour Disturbance

Site Labour Disturbance means any strike, lock-out or labour disturbance, including those resulting from any jurisdictional or non-affiliation issues, involving employees, whether or not members of a trade union, of the Design-Builder, any Subcontractor, any Supplier, or any of their respective subcontractors of any tier, which delays or in any way adversely affects the performance and completion of Work at the Place of the Work or the Design Services.

Total Performance of the Work

Total Performance of the Work occurs when the entirety of the Design Services and the Work has been satisfactorily performed and is so certified by the Payment Certifier.

Trade Union Council

Trade Union Council means a council or association of trade unions of which employees of the Design-Builder or a Subcontractor are members

WorkSafeBC Rules

WorkSafeBC Rules means the *Workers Compensation Act* (British Columbia) and the regulations thereunder, including without limitation the *WorkSafeBC Occupational Health and Safety*

Regulation (British Columbia), and all amendments made to such act and regulations and in force from time to time, and any statute or regulation that may be passed which supplements or supersedes such regulations.

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

The following amendments are made to the “General Conditions of the Design-Build Stipulated Price Contract” in CCDC 14:

GC1.1 CONTRACT DOCUMENTS

GC1.1.6.1 is deleted in its entirety and replaced as follows:

- .1 the order of priority of documents, from highest to lowest, shall be:
 - the Agreement between the City and the Design-Builder (excluding its schedules);
 - these Supplementary General Conditions;
 - the Definitions from CCDC 14;
 - the General Conditions from CCDC 14;
 - the Owner’s Statement of Requirements;
 - the Construction Documents, after they have been accepted by the City;
 - the other schedules to the Agreement between the City and the Design-Builder;
 - the other Contract Documents (except for the below document); and
 - the Design-Builder Document.

GC1.1.7 is amended by deleting the last sentence thereof.

GC1.1.8 is deleted in its entirety and replaced as follows:

- 1.1.8 The Design-Builder shall grant and shall procure that each Consultant or Other Consultant shall, automatically and without additional consideration, grant to the City an irrevocable, perpetual, royalty-free licence to, itself and through contractors and agents, for any purpose in connection with the Project, use, copy, amend, reproduce, modify and create derivative works of all designs, plans, sketches, Drawings, graphic representations, documents and Specifications generated as part of, or constituting outputs of, the Design Services, and the City may retain copies of all of the same for such purpose.

GC1.1.10 is deleted in its entirety and replaced as follows:

- 1.1.10 The Design-Builder represents and warrants that Design Services or their outputs will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Design-Builder shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third

party that a Design Service caused, constituted or resulted in an infringement, misappropriation or misuse of its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

GC1.6 ADVERTISING

GC1.6 is added as follows:

GC1.6 ADVERTISING

- 1.6.1 The Design-Builder will obtain the City's prior written approval for any public advertising, press release or other general publicity matter, in which the name, logo or trademarks of the City or any related person are mentioned or used or in which words are used from which any connection with the City may be inferred. The Design-Builder will not allow or permit any public ceremony in connection with the Work or the Design-Services without the permission of the City provided in writing. The Design-Builder will not erect or permit the erection of any sign or advertising without the prior written approval of the City.

GC2.4 ROLE OF THE PAYMENT CERTIFIER

GC2.4.1 is deleted in its entirety and replaced with the following:

- 2.4.1 The Payment Certifier will be the "payment certifier" pursuant to the *Lien Act*. Based on the Payment Certifier's observations and evaluation of the Design-Builder's applications for payment and the Payment Certifier's review of the status of work, including as against the Project Schedule, the Payment Certifier will issue certificates of payment and will issue each Certificate of Completion and the Final Certificate for Payment.

GC2.4.5 is amended by deleting the words "Article A-5 of the Agreement - PAYMENT,"

[GC2.4.10 is added as follows:

- 2.4.10 Nothing in GC2.4 shall derogate from or affect the terms and provisions of any contractual or other legal relations between the City and the Payment Certifier, and such contractual and other legal relations shall in all cases take precedence over GC2.4 in the event of a conflict.

GC2.4.8 is deleted in its entirety.

GC2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

GC2.5.6 is added as follows:

- 2.5.6 The Payment Certifier may:

- .1 review and monitor the Design-Builder's performance of any work for conformance with the requirements of the Contract, including review and monitor the following:
 - (a) the Design-Builder's (or Consultant's) submittals; and
 - (b) any and all construction activities; and

- .2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the City may reasonably request whether or not specifically required by the Contract Documents.

Should the Payment Certifier be required to make more than one review of rejected work or should the Payment Certifier perform additional reviews due to failure of the Design Services or the Work to comply with the status of completion asserted by the Design-Builder in an application for payment, the Design-Builder is required to compensate the City for such additional Payment Certifier services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 - CHANGES IN THE CONTRACT.

GC2.5.7 is added as follows:

- 2.5.7 Review, monitoring and/or approval by the Payment Certifier or City of the Design-Builder's performance of the Contract shall not relieve the Design-Builder of its sole responsibility and liability to the City for the proper performance of the Contract strictly in accordance with its terms.

GC2.6 WORK BY OWNER OR OTHER CONTRACTORS

GC2.6.2 is amended by deleting the first sentence and replacing it with the following:

When separate contracts are awarded for other parts of the Project, or when work is performed by the City's own forces, the Design-Builder shall:

GC2.6.2.3 is deleted in its entirety.

GC2.6.2.4 is deleted in its entirety.

GC2.6.3.3 is amended by adding the following to the end of the paragraph:

Failure by the Design-Builder to so report shall invalidate any claims against the City by reason of the deficiencies of the other contractors' or the City's own forces' work, except those of which the Design-Builder was not reasonably aware.

GC2.6.7 is added as follows:

- 2.6.7 The Design-Builder acknowledges that the Place of the Work generally and portions of the Project will continue to be used by the City and others as described in the Contract Documents. The Design-Builder will work simultaneously and harmoniously with others using the Place of the Work and use all efforts not to interfere with or delay others.][Consider whether there is sufficient certainty that there will be no other work at the site or uses of the site, such that all or part of these amendments to GC2.6 can be deleted.

GC3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

GC3.1.3 is deleted in its entirety and replaced with the following:

- 3.1.3 The Design-Builder shall preserve and protect the rights of the parties under the Contract with respect to any of the Design Services to be performed by an external Consultant or Other Consultants, and shall enter into a contract with any such Consultant or Other Consultant to perform Design Services as provided in the Contract, in accordance with laws applicable at the Place of the Work.

GC3.1.4 is amended by deleting the first sentence and replacing it with the following:

The Design-Builder's contract with the Consultant (if the Consultant is a person or entity other than the Design-Builder) shall:

GC3.1.15 is added as follows:

3.1.15 The Design-Builder shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and employ proper equipment in good condition. The Design-Builder shall have complete control over its employees and Subcontractors and shall enforce discipline and order among its employees and assure discipline and order by its Subcontractors including, in all cases, without limiting the foregoing, compliance with and enforcement of WorkSafeBC Rules.

GC3.1.16 is added as follows:

3.1.16 The Design-Builder shall be familiar with, and its performance of this Contract shall be governed by and comply with, all Applicable Laws and applicable permits which exist at present or which may be respectively enacted or obtained after the date hereof by or from bodies or tribunals having jurisdiction or authority over the Design Services or the Work.

GC3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

GC3.4.2 is deleted in its entirety and replaced as follows:

3.4.2 No Subcontractor or Supplier listed in Schedule 4 (if any) shall be replaced without the written consent of the City, which consent shall not be unreasonably withheld.

GC3.4.6 is added as follows:

3.4.6 In every subcontract the Design-Builder shall specify that the Payment Certifier determined under the Contract Documents shall be the person responsible for payment certification under that subcontract for the purposes of the *Lien Act*.

GC3.6 DESIGN SERVICES AND WORK SCHEDULE

GC3.6.1.1 is deleted in its entirety and replaced with the following:

.1 if the City states in writing that the Design-Builder has not yet done so to the City's satisfaction, prepare and submit to the City and the Payment Certifier a schedule for the Design Services and the Work that indicates the timing of the major activities of the Design Services and the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Design Services and the Work will be performed in conformity with the Contract Time, which such schedule will, if agreed to by the City, thereafter be deemed to supersede the schedule included in Schedule 5 of the Agreement as the "Project Schedule";

GC3.6.1.3 is amended by adding the following to the end:

... indicating the results expected from the resulting change in schedule.

GC3.6.2 is added as follows:

- 3.6.2 The Design-Builder will regularly monitor the progress of the Design Services and the Work and advise the City and the Payment Certifier of any revisions to, or any slippage in, the schedule.

GC3.6.3 is added as follows:

- 3.6.3 The Design-Builder will submit to the Payment Certifier and the City monthly updates and provide comments on adherence to the schedule and details of any remedial actions being undertaken to improve schedule slippages.

GC3.6.4 is added as follows:

- 3.6.4 If the schedule is not adhered to, the Design-Builder will use all reasonable means to accelerate the Design Services or the Work, as applicable, without additional compensation, to comply with the schedule. For the avoidance of doubt, references in the Contract Documents to the “schedule” will be deemed to be references to the “Project Schedule” unless the context requires otherwise.

GC3.7 SUPERVISION

GC3.7.3 is added as follows:

- 3.7.3 Any superintendent or foreman whose work is unsatisfactory to the City, or to whom the City may have any reasonable objection, shall be dismissed from the Work upon written notice of the City. No superintendents or foremen will be substituted or replaced, except at the request or with the written consent of the City, or as a result of any such employee’s voluntary termination of employment or incapacity and any replacement will have comparable or superior qualifications and experience.

GC3.8 LABOUR AND PRODUCTS

GC3.8 is deleted in its entirety and replaced with the following:

GC 3.8 LABOUR AND PRODUCTS

3.8.1 *Unions and Wages*

(a) Open Site

The Place of the Work and adjacent work areas associated with the Project are, or are part of, an “open site” and the Work will be performed on a “no strike/no lockout” basis. Accordingly, the Design-Builder and its Subcontractors, as well as the City and other contractors, may employ labourers at the Place of the Work who are members of a trade union, including a trade union affiliated with a Trade Union Council or who are members of another trade union, or who are not members of a trade union.

(b) Labour Disruptions

The Design-Builder will use its best commercial efforts to ensure that no Site Labour Disturbance shall occur and the Design-Builder:

- (i) will only retain Subcontractors for the Work whose employees are either:

- (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work; or
- (2) not certified to be represented by a trade union; and

will require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work or not certified to be represented by a trade union; and

- (ii) represents and warrants that, with respect to any employees of the Design-Builder who may work at or near the Place of the Work and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the expected date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact the City, the Work or the Contract Time, the Design-Builder will use its best commercial efforts to ensure that the length and extent of such impact is minimized (including without limitation by cooperating with the City in any measures it may take to ameliorate such impact) and the Design-Builder will be liable to the City for any such impact.

(c) *Required for Union Design-Builders*

Without limiting the generality of Section (b) above, if the Design-Builder, or any Subcontractor, proposes to employ labourers at the Place of the Work who are members of a trade union, including a trade union that is affiliated with a Trade Union Council authorized to bind its member trade unions, then the Design-Builder must first submit to the City:

- (i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and
- (ii) an agreement that there will be no Site Labour Disturbance at or affecting the Place of the Work and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

The Design-Builder shall pay or cause to be paid to every person employed on the Design Services or the Work not less than the wages or remuneration generally accepted as current at that time.

3.8.2 The Design-Builder shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services

necessary for the performance of the Design Services and the Work in accordance with the Contract.

- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the City. All Products supplied by the Design-Builder must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Design-Builder will promptly abate and remove all Products containing asbestos at its sole cost.
- 3.8.4 The Design-Builder shall maintain good order and discipline among the Design-Builder's employees engaged on the Design Services and the Work, and shall not employ for the Design Services or the Work anyone not skilled in the tasks assigned. The City shall have the right, by written notification to the Design-Builder, to require the removal from the Project of any employee of the Design-Builder or a Subcontractor or employee of a Subcontractor of the Design-Builder who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or Subcontractor shall be immediately removed from the Place of the Work by the Design-Builder and shall not be employed again on the Project without the prior written approval of the City.
- 3.8.5 All materials shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

GC3.9 DOCUMENTS AT THE SITE

GC3.9.1 is deleted in its entirety and replaced with the following:

- 3.9.1 The Design-Builder shall keep one copy (as opposed to the originally executed set) of all Contract Documents, Construction Documents, Shop Drawings, Change Orders, Change Directives, the diary record required by GC3.9.2 below, submittals, reports, and records of meetings at the Place of the Work, in good order, properly indexed, and available at all regular working hours on Working Days to the City and the Payment Certifier.

GC3.9.2 is added as follows:

- 3.9.2 The Design-Builder shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the City's and the Payment Certifier's inspection at all reasonable times and delivered to the City and the Payment Certifier on completion of the Work. The diary shall detail:
 - .1 daily weather conditions;
 - .2 the commencement, progress and completion of various portions of the Work;
 - .3 the dates of all meetings and their purposes; and
 - .4 the dates of visits or inspections by government authorities, inspectors, utility companies, etc.

GC3.10 SHOP DRAWINGS

GC3.10.1 is amended by adding the following to the end:

... or as the Payment Certifier may reasonably request.

GC3.10.3 is amended by adding the following to the end of the first sentence:

... or to the Payment Certifier.

GC3.10.4 is deleted in its entirety and replaced with the following:

3.10.4 If the City or the Payment Certifier requests to review Shop Drawings, the Design-Builder shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the Design Services or the Work or in the work of other contractors.

GC3.10.5 is deleted in its entirety and replaced with the following:

3.10.5 The City's or the Payment Certifier's review of Shop Drawings shall not relieve the Design-Builder of any of its responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents unless the City expressly accepts a deviation from the Contract Documents by Change Order.

GC3.10.6 is added as follows:

3.10.6 The Design-Builder represents and warrants that it has reviewed all Contract Documents and inspected and examined the Place of the Work and the Project to the extent it considers necessary and in accordance with prudent practice and satisfied itself as to the nature and extent of the conditions, including the physical and climatic conditions which may be encountered in the performance of the Work and to the extent possible to establish the state and quality of the existing construction. The Design-Builder further acknowledges that it will be required to share the Place of the Work with the City and others, all as described in the Contract Documents.

GC3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

GC3.11.5 is added as follows:

3.11.5 In the event that work or materials are condemned, then if the Design-Builder does not remove such condemned materials or work within the time fixed by written notice, the City may remove them and may store such materials at the expense of the Design-Builder. If the Design-Builder does not pay the expense of such removal within five (5) calendar days thereafter, the City may, upon ten (10) days' written notice sell such materials, with the proceeds thereof, if any, after deducting all the costs and expenses that should have been borne by the Design-Builder, being returned to the Design-Builder.

GC4.1 CASH ALLOWANCES

GC4.1.1 is deleted in its entirety and replaced as follows:

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, such cash allowances:

- (a) will cover the net out-of-pocket cost of the Design-Builder for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances, but
- (b) will not cover labour or installation, unless (and then only to the extent):
 - (i) specifically stated in the Contract Documents as being included in the cash allowance, or
 - (ii) specifically designated as an itemized or separate price for purposes of the cash allowance,

and otherwise will be deemed to be included in the Contract Price (ex-cash allowances).

GC4.1.2 is deleted in its entirety and replaced as follows:

- 4.1.2 The Contract Price (ex-cash allowances), and not the cash allowances, includes the Design-Builder's and Subcontractors' overhead and profit in respect of such cash allowances. Unless noted otherwise in the Contract Documents, none of the work included in the Drawings and Specifications is intended to be paid for by the cash allowances. The cash allowances are for the City's use, at the City's sole discretion.

GC4.1.3 is amended by adding the following to the end of the paragraph:

The City may require that cash allowance Work proceed only after competitive tenders or proposals are sought and received by the Design-Builder for all or any part of such Work. The Design-Builder shall provide full disclosure to the City of all such tenders or proposals. The Design-Builder shall not accept any such tenders or proposals without the prior consent of the City. The Design-Builder shall maintain at the Place of the Work, or such other location as the City may approve, accurate and complete records and accounts documenting all costs incurred under cash allowances. These records and accounts shall be available for inspection by the Payment Certifier and the City at all reasonable times, and the Payment Certifier and the City may take copies thereof.

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC5.1 is deleted in its entirety and replaced with the following:

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

- 5.1.1 The City shall, at the request of the Design-Builder, before signing the Contract, and promptly from time to time thereafter, furnish to the Design-Builder reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract. The Design-Builder now acknowledges that the City's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.
- 5.1.2 The City shall give the Design-Builder Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.

- 5.1.3 The Contract Price will be paid in accordance with the Schedule of Prices, subject to the other provisions hereof, and is subject to adjustment only in accordance with the Contract Documents.
- 5.1.4 The Contract Price is expressed and payable in Canadian dollars.
- 5.1.5 Subject to the provisions of the Contract Documents and in accordance with the *Lien Act* in respect of Holdbacks, the City shall:
- .1 make progress payments to the Design-Builder on account of the Contract Price monthly when due, based on:
 - (i) the value of the Design Services and Work completed and Products and materials incorporated into the Work as certified by the Payment Certifier, and
 - (ii) Products and materials delivered to the Place of the Work but not yet incorporated into the Work, as agreed to by the City;
 - .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Design-Builder is a party, and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback to the Design-Builder in respect of the subcontract;
 - .3 upon issuance of the Certificate of Completion (in respect of Substantial Performance of the Work), and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback to the Design-Builder in respect of this Contract;
 - .4 upon issuance of the Final Certificate for Payment (in respect of Total Performance of the Work), and provided no Liens or other liens have arisen in respect of this Contract, pay the balance of the Contract Price to the Design-Builder.
- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent (2%), calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.
- 5.1.8 If the Work suffers any loss or damage, as a result of which an amount is paid under any policy of insurance provided by the City under the Contract, then such amount shall be paid to the City and advanced to the Design-Builder in monthly progress payments as the Design-Builder performs and completes repair or restoration Work in respect of such loss or damage.

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

GC5.2 is deleted in its entirety and replaced with the following:

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment shall be submitted to the Payment Certifier on or before the last day of each calendar month, dated as of the last day of the month, and be in respect of the Design Services or Work completed prior to the application being signed (the “payment period”).
- 5.2.2 The amount claimed shall be the value, proportionate to the amount of the Contract, of Design Services and Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.3 The Design-Builder shall submit to the Payment Certifier at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Design Services and the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Payment Certifier may reasonably direct and when accepted by the Payment Certifier, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 When making an application for payment, the Design-Builder shall submit a statement based upon the schedule of values. Claims for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Payment Certifier or the City may reasonably require to establish the ownership, value and delivery of the Products. The City has the right to refuse payment for Products delivered to the Place of the Work but not incorporated in the Work. The Design-Builder shall obtain the City's permission prior to invoicing for such Products.
- 5.2.6 Each application for payment shall:
- .1 be in such form and detail as the Payment Certifier shall require and submitted consistently in such form and detail unless otherwise advised by the Payment Certifier and clearly show:
 - (D) the Design-Builder's full name, address and telephone number;
 - (E) the City's purchase order number;
 - (F) the name of the City's project manager;
 - (G) the application for payment number and date; and
 - (H) the Design-Builder's PST and GST registration number(s);
 - .2 be attached to a statement or statutory declaration sworn by an officer of the Design-Builder, which attests to the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of the same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Design-Builder, which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 relate the Design Services and Work for which payment is claimed to the Project Schedule and the schedule of values provided and provide such back-up

invoices and other materials as may be reasonably necessary for the Payment Certifier to review such application;

- .4 be accompanied by a sworn declaration that there are no Liens or other liens relating to the Design-Builder, the Work or the Products registered against the City, the Project or the Place of the Work or the City's interest therein or against the Holdback;
- .5 attach the documents required under GC9.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafeBC Rules;
- .6 attach the monthly update contemplated by GC3.6.3; and
- .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Design-Builder's estimate of the costs and time to complete or correct such items.

5.2.7 The Design-Builder shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Payment Certifier may reject all or the applicable portions of the same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Design-Builder of the deficiencies in the application. The Design-Builder will promptly supply to the Payment Certifier such further certification or information as may be necessary to remedy the deficiencies in the application.

5.2.8 An application for payment shall be deemed to be received by the Payment Certifier only if and when submitted in full conformity with GC5.2.6.

GC5.3 PROGRESS PAYMENT

GC5.3.1.2 is amended by adding the following before the last sentence of the paragraph:

If, after a certificate for payment has been issued to the City (and prior to payment by the City), the Payment Certifier determines on the basis of new information that the amount certified for payment is incorrectly high or low relative to the work being certified, then the Payment Certifier shall issue a revised certificate.

GC5.3.1.3 is amended by deleting the words "Article A-5 of the Agreement - PAYMENT" and replacing with "this GC5 and the *Lien Act*".

GC5.3.2 is added as follows:

5.3.2 Subject to the provisions of the *Lien Act*, the City may retain a deficiency holdback from progress payments prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund any agreed deficiency holdback at Substantial Performance of the Work

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 is deleted in its entirety and replaced with the following:

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK/CERTIFICATE OF COMPLETION

5.4.1 When the Design-Builder considers that Substantial Performance of the Work has been achieved, or if permitted by the *Lien Act* the Design-Builder wishes to apply for a Certificate of Completion with respect to a subcontract with a Subcontractor, the

Design-Builder shall, within one Working Day, deliver to the Payment Certifier and to the City an application for a Certificate of Completion (a "Completion Certificate Application") in conformity with GC5.4.4.

- 5.4.2 The Payment Certifier will review the Design Services and the Work to verify the validity of the application and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the Design-Builder's application:
 - .1 advise the Design-Builder in writing that the Design Services and the Work or the designated portion of the Design Services and the Work is not "completed" (as that term is used in the *Lien Act*) and give reasons why, or
 - .2 prepare a Certificate of Completion in respect of the Design Services and the Work or subcontract stating on the certificate the date of issuance in accordance with the *Lien Act* and issue a copy of that certificate to each of the City and the Design-Builder.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for all of the Design Services and the Work, the Design-Builder, in consultation with the City and the Payment Certifier, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for the same set out in the Project Schedule if such date is specified).
- 5.4.4 Each Completion Certificate Application referred to in GC5.4.1 shall also contain an application for payment and shall consist of the following:
 - .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Design Services and the Work or subcontract for which the Certificate of Completion is being sought;
 - .2 all of the certifications and information required on an application for payment, as set out in GC5.2.6;
 - .3 with respect to the Design Services and the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application, including, without limitation and by way of example only, all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.
- 5.4.5 Failure to specify an incomplete or defective item on a Completion Certificate Application or the Payment Certifier's issuance of a Certificate of Completion or certificate of payment in respect of the same does not alter the responsibility of the Design-Builder to complete the Contract.
- 5.4.6 Subject to the requirements of the *Lien Act* relative to the date of issuance by the Payment Certifier of the Certificate of Completion of the Design Services and the Work pursuant to GC5.4.2.2:
 - .1 the Payment Certifier shall issue to the City and copy to the Design-Builder a certificate of payment for an amount equal to the Contract Price less:

- (i) three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Payment Certifier in consultation with the City,
 - (ii) the value of incomplete work as determined by the Payment Certifier in consultation with the City, and
 - (iii) the amounts of all previous certificates of payment;
- .2 the City shall then make payment to the Design-Builder in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4; and
 - .3 for the avoidance of doubt, this GC5.4.6 does not create an obligation to avoid retaining, or to release, any Holdback.

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.5 is deleted in its entirety and replaced with the following:

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Design-Builder shall:
 - .1 submit an application for payment of the Holdback,
 - .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Design-Builder, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 verify that there are no Liens or other liens relating to the Design-Builder, the Work or the Products registered against the City, the Project or the Place of the Work or the City's interest therein or against the Holdback, and swear and submit to the Payment Certifier and the City a written declaration that there are no such Liens or other liens;
 - .4 attach the documents required under GC9.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafeBC Rules; and
 - .5 attach copies of a current title search of the Place of the Work confirming that no Liens have been registered prior to the time the release of the Holdback is due.
- 5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Payment Certifier will issue a certificate for payment of the Holdback (less any previous releases of the Holdback on account of subcontract Certificates of Completion).
- 5.5.3 The Design-Builder now acknowledges that the City is exempt under the regulations of the *Lien Act* from the requirement to keep the Holdback in a separate holdback account.

- 5.5.4 The Holdback is due and payable as set out in GC5.1.6.3. The City may retain out of the Holdback any sums required by law to satisfy any Liens arising under the Contract or any subcontract or, if permitted by the *Lien Act*, claims against the Design-Builder.

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

GC5.6.1 is deleted in its entirety and replaced with the following:

- 5.6.1 Any portion of the Holdback in respect of a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The City may retain out of the subcontract portion of the Holdback any sums required by law to satisfy any Liens arising in connection therewith or, if permitted by the *Lien Act*, other claims.

GC5.6.2 is deleted in its entirety.

GC5.6.3 is amended by deleting the words “Substantial Performance of the Work certificate” and replacing with “Final Certificate for Payment”.

GC5.7 FINAL PAYMENT

GC5.7.1 is deleted in its entirety and replaced as follows:

- 5.7.1 When the Design-Builder considers that Total Performance of the Work has been achieved, the Design-Builder shall submit its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:
- .1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Design Services and the Work are fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;
 - .2 a current CCDC 9A Statutory Declaration of Progress Distribution by Design-Builder, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 copies of a current title search of the Place of the Work confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and
 - .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

GC5.7.3 is amended by deleting the words “final certificate for payment” and replacing with “Final Certificate for Payment”.

GC5.7.4 is deleted in its entirety and replaced as follows:

- 5.7.4 Subject to paragraph 9.4.1 of GC9.4 - CONSTRUCTION SAFETY & WORKPLACEBC RULES, and the *Lien Act*, the City shall, no later than twenty-one (21) calendar days after the

issuance of a Final Certificate for Payment, pay the Design-Builder as provided in GC5.1.6.4

GC6.2 CHANGE ORDER

GC6.2.3 is deleted in its entirety.

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

GC6.4.1 is deleted in its entirety and replaced as follows:

- 6.4.1 If the Design-Builder discovers conditions at the Place of the Work which: (i) are subsurface or otherwise concealed physical conditions which existed before the commencement of the Contract; (ii) could not reasonably have been discovered by proper investigation by the Design-Builder under GC3.10.6; and (iii) differ materially from those disclosed in the Contract Documents, including any geotechnical report, environmental assessment, or other report included or referenced in the Contract Documents or provided or made known to the Design-Builder before the commencement of the Contract, then the Design-Builder shall give Notice in Writing to the City of such conditions before they are disturbed and in no event later than five (5) Working Days after first observance of the conditions.

GC6.4.1A is added as follows:

- 6.4.1A The Design-Builder must give notice under GC6.4.1 within five (5) Working Days after discovery of the conditions or the time when the Design-Builder by reasonable diligence could have discovered the conditions, failing which the Design-Builder may not make or enforce any claim against the City, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.2 is amended by deleting the words "If the conditions differ materially from the Contract Documents and this would cause" and replacing with "If the requirements of GC6.4.1 and GC6.4.1A are satisfied and the relevant conditions would cause".

GC6.4.3 is amended by deleting the words "the conditions at the Place of Work are not materially different" and replacing with "the requirements of GC6.4.1 and GC6.4.1A are not satisfied".

GC6.4.5 is deleted in its entirety and replaced as follows:

- 6.4.5 If such concealed or unknown conditions relate to Hazardous Substances, artefacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.3 - ARTIFACTS AND FOSSILS and GC9.5 - MOULD.

GC7.2 OWNER'S RIGHT TO PERFORM THE DESIGN SERVICES OR WORK, TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES, OR WORK OR TERMINATE THE CONTRACT

GC7.2.7 is added as follows:

7.2.7 The City may terminate the Contract at any time for the convenience of the City by notice given to the Design-Builder. If the Contract is terminated under this GC7.1.7, then:

- (a) the Design-Builder shall suspend performance of the Design Services and the Work and shall not incur further cost or expense in relation to the Project, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the City;
- (b) the Design-Builder shall remove from the Place of the Work its personnel and all Construction Equipment and other material that is owned or leased by the Design-Builder, except as otherwise required to comply with GC7.2.7(a)(i) and (ii); and
- (c) the City shall pay the Design-Builder for all Design Services and Work performed, including the cost of complying with GC7.2.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Design-Builder's personnel and Construction Equipment, all as certified by the Payment Certifier, and upon such payment being made, the Design-Builder shall have no further or other claim against the City for, or in connection with, termination of the Contract.

GC7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK OR TERMINATE CONTRACT

GC7.3.2 is amended by replacing the number "20" where it appears in the first sentence with the number "30" and by adding the following to the beginning of the first sentence as follows:

Except for the period during which a City-initiated suspension under GC7.1 is in effect or subsequently takes effect,

GC7.3.3 is amended by adding the following to the beginning of the first sentence:

If the default cannot be corrected in five (5) Working Days or in such other time as may be subsequently agreed in writing by the parties,

GC7.3.3.1 is deleted in its entirety.

GC7.3.4 is amended by revising the second line to read:

...corrected within fourteen (14) Working Days following the receipt of the Notice in Writing, the Design-Builder may, without prejudice to any ...

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

GC8.1.2 amended by adding the following to the end:

However, the City and the Design-Builder nonetheless irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the Contract. The City and the Design-Builder acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim.

GC8.1.3 amended by adding the following to the end:

In any event, if a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City's project manager and the Design-Builder's principal representative within three (3) Working Days after the dispute arises, or the City's project manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the City's Director of Facilities and the Design-Builder's project manager for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (b) the dispute will be referred to a senior executive of the City designated by it and a senior executive of the Design-Builder designated by it, for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

GC8.1.5.1 is deleted in its entirety and replaced as follows:

- .1 within thirty (30) Working Days after the Contract was awarded, or

GC8.1.5.2 is deleted in its entirety and replaced as follows:

- .2 if the parties neglected to make an appointment within the thirty (30) Working Days, within twenty (20) Working Days after either party by Notice in Writing requests that the Project Mediator be appointed and the other party agrees.

GC8.1.6 is amended by revising the second line to read:

...the parties may elect to jointly request the Project Mediator...

GC8.1.8 is amended by revising the second line to read:

...either party may request referral of the dispute...

GC8.1.9 is deleted in its entirety and replaced as follows:

- 8.1.9 If a Notice in Writing is not given under paragraph 8.1.8 within the required time or the other party does not reply and agree to binding arbitration, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

GC8.1.11 is added as follows:

- 8.1.11 Where references are made in the Contract Documents to "the time of bid closing", it is intended by the parties that this shall mean the effective date of the contract.

GC9.1 PROTECTION OF WORK AND PROPERTY

GC9.1.1 is deleted in its entirety and replaced with the following:

- 9.1.1 The Design-Builder shall protect the Work, Products delivered to the Place of the Work, the City's property and property on or adjacent to the Place of the Work from theft

and damage which may arise as the result of the Design-Builder's operations under the Contract, and shall be responsible for such theft and damage, except theft and damage which occurs as the result of:

- .1 errors in the Contract Documents;
- .2 acts or omissions by the City, other contractors, or their agents and employees.

GC9.1.4 is amended by revising the first line to read:

Should damage occur to the Work, Products delivered to the Place of the Work, the City's property or property on or adjacent to the Place of the Work, for which the Design-Builder is not responsible, as provided in paragraph...

GC9.1.5 is added as follows:

- 9.1.5 The Design-Builder is responsible for protection of the Work during shutdown, including shutdowns caused by strikes.

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

GC9.2.1 is deleted in its entirety and replaced with the following:

- 9.2.1 For the purposes of the Contract, the City shall be deemed to have control and management of the Place of the Work with respect to the condition of the Place of the Work prior to the commencement of the Work in relation to applicable Environmental Law and the presence of any Hazardous Substances.

GC9.2.2 is deleted in its entirety and replaced with the following:

- 9.2.2 Prior to the Design-Builder commencing the Design Services or Work, the City shall:
 - .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and
 - .2 provide the Design-Builder with a written list of any such Hazardous Substances that the City knows to exist on, and their locations within, the Place of the Work.

GC9.2.3 is deleted in its entirety and replaced with the following:

- 9.2.3 Unless the Contract expressly provides otherwise, the City shall be responsible for taking such steps as may be necessary, in accordance with applicable Environmental Law to dispose of, store or otherwise deal with Hazardous Substances so as to cause the Place of the Work to comply with the requirements of applicable Environmental Law before the Design-Builder commences the Work.

GC9.2.4 is deleted in its entirety and replaced with the following:

- 9.2.4 Except as previously disclosed in writing by the City or as otherwise known by the Design-Builder, if the Design-Builder:
 - .1 encounters Hazardous Substances at the Place of the Work; or

- .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3,

the Design-Builder shall:

- (a) take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any levels contrary to the requirements of applicable Environmental Law, and
- (b) immediately report the circumstances to the City by Notice in Writing.

GC9.2.5 is deleted in its entirety and replaced with the following:

- 9.2.5 If the City and the Design-Builder, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible, or whether the Design-Builder or anyone for whom the Design-Builder is responsible caused the release of Hazardous Substances at the Place of the Work, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Design-Builder.

GC9.2.6 is deleted in its entirety and replaced with the following:

- 9.2.6 If the expert's report under paragraph 9.2.5 determines that the Place of the Work was in compliance with applicable Environmental Law prior to the commencement of the Work or that Hazardous Substances were brought onto the Place of the Work by the Design-Builder or any for whom the Design-Builder is responsible, or that the Design-Builder or anyone for whom the Design-Builder is responsible caused the release of a Hazardous Substance at the Place of the Work, the Design-Builder shall pay for the cost of the expert's investigation and report.

GC9.2.7 is deleted in its entirety and replaced with the following:

- 9.2.7 If the City and the Design-Builder agree, or if the expert's report under paragraph 9.2.5 concludes, that the Design-Builder or anyone for whom the Design-Builder is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Design-Builder shall promptly at the Design-Builder's expense:
 - .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 make good any damage to the Work, the City's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;

- .3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and
- .4 indemnify the City as required by GC12.2 - INDEMNIFICATION

GC9.2.8 is deleted in its entirety and replaced with the following:

- 9.2.8 If the City and the Design-Builder agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Design-Builder nor anyone for whom the Design-Builder is responsible is responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 reimburse the Design-Builder for all resultant costs and expenses reasonably incurred by the Design-Builder;
 - .3 extend the Contract time for such reasonable time as the City may determine in consultation with the Design-Builder and the expert referred to in paragraph 9.2.5 and reimburse the Design-Builder for costs reasonably incurred as a result of the delay, and
 - .4 indemnify the Design-Builder as required by GC12.2 - INDEMNIFICATION.

GC9.2.9 is amended by deleting the words "Part 8 of the General Conditions - Dispute Resolution" from the second line and replacing with "Part 8 - DISPUTE RESOLUTION".

GC9.2.10 is added as follows:

- 9.2.10 The Design-Builder shall, and shall ensure that anyone for whom the Design-Builder is responsible shall, at all times comply with all applicable Environmental Law and ensure that all Work is conducted in compliance with all applicable Environmental Law.

GC 9.3 ARTIFACTS AND FOSSILS

GC9.3.1 is deleted in its entirety and replaced with the following:

- 9.3.1 If the Design-Builder or anyone for whom the Design-Builder is responsible discovers fossils coins, articles of value or antiquity, structures and other remains or things of scientific, cultural or historical interest at the Place of the Work (in GC9.3 called, "Historical Items"), the Design-Builder shall immediately give Notice in Writing thereof to the City. As between the City and the Design-Builder, all Historical Items shall be, and shall be deemed to be, the absolute property of the City, and the Design-Builder hereby irrevocably waives and disclaims any right, title or interest therein.

GC9.3.2 is deleted in its entirety and replaced with the following:

- 9.3.2 The Design-Builder shall take all reasonable precautions, and shall comply with all reasonable directions from the City, to prevent removal or damage to Historical Items

as identified in paragraph 9.3.1 or as otherwise known to be present at the Place of the Work.

GC9.3.3 is deleted in its entirety and replaced with the following:

- 9.3.3 The City will investigate the impact on the Design Services and the Work of the discovery of any Historical Item identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the Design-Builder's cost or time to perform the Design Services or the Work, the City will issue appropriate instructions for a change in the Design Services and or the Work as provided in GC6.2 -CHANGE ORDER or GC6.3 - CHANGE DIRECTIVE.

GC9.4 CONSTRUCTION SAFETY

The above heading for GC9.4 is amended by adding "&WORKSAFEBC RULES" to the end.

GC9.4.2 is added as follows:

- 9.4.2 Unless otherwise specified in the Contract Documents or notified to the contrary by the City, the Design-Builder is the "prime contractor" for the purpose of the WorkSafeBC Rules, notwithstanding that the City or another contractor may provide from time to time some of the services normally provided by such a "prime contractor".

GC9.4.3 is added as follows

- 9.4.3 If the Design-Builder is the "prime contractor", the Design-Builder shall:

- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;
- .2 *Safety Programs:* initiate, maintain and supervise all safety programs and measures in connection with the performance of the Design Services and the Work, which program shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the City;
- .3 *Site Meetings:* conduct regular safety meetings at the Place of the Work, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the City on a weekly basis;
- .4 *Safety Equipment:* supply and maintain at the Place of the Work all safety equipment necessary to protect workers and others from accident or injury; and
- .5 *First Aid:* supply and maintain at the Place of the Work all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Place of the Work, and establish an emergency procedure for prompt removal of any such person from the Place of the Work to a hospital, clinic or medical office for further treatment.
- .6 *Notice of Project:* prior to commencement of construction:

- (a) complete and file a “Notice of Project” with WorkSafeBC in compliance with Section 20.2 of the *Occupational Health and Safety Regulation*;
- (b) post the Notice of Project at the Place of the Work, and
- (c) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Place of the Work.

GC9.4.4 is added as follows

9.4.4 If, or for so long as the Design-Builder is not the “prime contractor”, the Design-Builder shall:

- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;
- .2 *Compliance with Directions:* comply with all reasonable directions issued by the “prime contractor” regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and
- .3 *Site Safety Meetings:* attend all Place of the Work safety meetings convened by the “prime contractor”.

GC9.4.5 is added as follows

9.4.5 Whether or not the Design-Builder is the “prime contractor”, it shall:

- .1 *Reporting:* report immediately to the “prime contractor” (if not the Design-Builder), the City and the Payment Certifier all accidents and injuries of any kind or severity occurring on or about the Place of the Work and involving employees of the Design-Builder or any Subcontractor, or any other person of which the Design-Builder is aware, and arising out of or in connection with the Design Services or the Work;
- .2 *Written Confirmation:* confirm in writing each report made under subparagraph (a); and
- .3 *City Policy:* respect and adhere to City’s safety and training policies relative to the Place of the Work and the Work.

GC9.4.6 is added as follows

9.4.6 If the City determines that the Design-Builder is not in compliance with its obligations as “prime contractor”, if applicable, the City may, but is not obliged to, provide some or all of the services required to discharge those obligations. All costs incurred by the City in providing such services shall be paid by the Design-Builder to the City, and may be deducted from any amount then or thereafter becoming due to the Design-Builder under the Contract.

GC9.4.7 is added as follows:

9.4.7 The Design-Builder shall indemnify and save harmless the City from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including,

without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Design-Builder, and the Design-Builder's assumption, of the responsibilities, obligations and liabilities of the "prime contractor" under the WorkSafeBC Rules with respect to the Place of the Work.

GC9.4.8 is added as follows:

- 9.4.8 The Design-Builder agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract.

GC9.4.9 is added as follows:

- 9.4.9 The Design-Builder agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Design-Builder. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

GC9.4.10 is added as follows:

- 9.4.10 Promptly upon execution of this Agreement, the Design-Builder will provide the City with the Design-Builder's and all Subcontractors' WorkSafeBC registration numbers.

GC9.4.11 is added as follows:

- 9.4.11 Promptly upon execution of this Agreement, and concurrently with making any application for payment under this Contract, the Design-Builder will provide the City with written confirmation that the Design-Builder and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the then current date.

GC9.4.12 is added as follows:

- 9.4.12 The Design-Builder may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC Rules (Section 119 of the *Workers' Compensation Act*) as an "owner of a workplace". Despite the City's statutory obligations, the Design-Builder now acknowledges and agrees that the Design-Builder may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *Workers' Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Place of the Work. The City now agrees to make all reasonable efforts to assist the Design-Builder in obtaining timely access to City staff and City records for this purpose.

GC9.4.13 is added as follows:

9.4.13 The Design-Builder will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

- .1 unpaid WorkSafeBC assessments of the Design-Builder or any other employer for whom the Design-Builder is responsible under this Contract;
- .2 the acts or omissions of any person engaged directly or indirectly by the Design-Builder in the performance of this Contract, or for whom the Design-Builder is liable pursuant to the Design-Builder's obligations as the "prime contractor", and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or
- .3 any breach of the Design-Builder's obligations under Clause GC9.1.

GC9.4.14 is added as follows:

9.4.14 The Design-Builder agrees to retain a full-time construction safety officer whenever required by the then-current Vancouver Building By-law. The construction safety officer shall bear written proof of qualification satisfactory to the City of Vancouver's Director of Permits and Licenses.

GC9.5 MOULD

GC9.5.1 is deleted in its entirety and replaced with the following:

- 9.5.1 If the Design-Builder or the City observes or reasonably suspects the presence of mould at the Place of the Work of the nature and quantity such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the health and safety of persons, the remediation of which has not been separately arranged by the City or is not expressly part of the Work,
- .1 the observing party shall promptly report the circumstances to the other party by Notice in Writing; and
 - .2 the Design-Builder shall promptly take all reasonable steps, including stopping all or such portions of the Design Services and Work as may be necessary to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould.

GC9.5.2 is deleted in its entirety and replaced with the following:

9.5.2 If the City and the Design-Builder do not agree on whether any mould discovered is of the nature and quantity such that special handling and precautions are required under Environmental Law, or whether such mould may otherwise reasonably present a hazard to the health and safety of persons, or with respect to what steps are appropriate to be taken to deal with the mould, or as to the cause of the presence of the mould, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.3, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Design-Builder.

GC9.5.3 is deleted in its entirety and replaced with the following:

- 9.5.3 If the expert's report under paragraph 9.5.2 determines that the mould does not require special handling and precautions in compliance with Environmental Law or does not otherwise reasonably present a hazard to the health and safety of persons, the Design-Builder will pay for the cost of the expert's investigation and report. If the expert's report under paragraph 9.5.2 determines that the mould was caused as the result of the acts or omissions of the Design-Builder or anyone for whom the Design-Builder is responsible, the Design-Builder shall promptly, at the Design-Builder's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 make good any damage to the Work, the City's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and
 - .4 indemnify the City as required by GC12.2 - INDEMNIFICATION.

GC9.5.4 is deleted in its entirety and replaced with the following:

- 9.5.4 If the City and the Design-Builder agree, or if the expert's report under paragraph 9.5.2 concludes, that the presence of mould at the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Design-Builder or anyone for whom the Design-Builder is responsible is not responsible for the presence of such mould, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 reimburse the Design-Builder for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and
 - .3 extend the Contract Time for such reasonable time as the City may determine in consultation with the Design-Builder and the expert referred to in paragraph 9.5.2 and reimburse the Design-Builder for reasonable costs incurred as a result of the delay.

GC10.1 TAXES AND DUTIES

GC10.1.1 is deleted in its entirety and replaced as follows:

- 10.1.1 The Design-Builder shall allow for the payment by the Design-Builder out of the Contract Price of all PST, GST and other federal, provincial and municipal taxes, rates,

levies, assessments and duties, both refundable and non-refundable, and all deposits, (temporary crossings, excavations, etc.). The Design-Builder agrees to indemnify and save harmless at all times the City from and against all claims which may be made with respect thereto.

GC10.1.2 is amended by revising the first line to read:

...due to changes in such included taxes, duties and rebates after the time...

GC10.1.3 is added as follows:

10.1.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Design-Builder shall submit for the City's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Design Services or Work prior to applying for the rebate. The City will then issue a certificate verifying the application.

GC10.1.4 is added as follows:

10.1.4 Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Law relating to taxes, the City may:

.1 withhold an amount from a payment made to the Design-Builder hereunder; and

.2 pay the withheld amount directly to the competent government authority,

in which case the amount so withheld and paid by the City to the relevant competent government authority shall be deemed to have been paid to the Design-Builder on the date on which the remainder of the payment to which it relates was paid to the Design-Builder, and the Design-Builder agrees and acknowledges that it shall have no claim against the City for such amount withheld and paid to the competent government authority.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

GC10.2.2 is deleted in its entirety and replaced as follows:

10.2.2 The Design-Builder shall, except as set out below in this GC10.2.2 and unless otherwise specified in the Contract Documents, obtain and maintain all permits, licences, and certificates and pay all fees required for the performance of the Design Services and the Work, and obtain all necessary access and storage rights for areas outside of the Place of the Work (including without limitation and by way of example only, parking for its workers, the swing arc of any construction crane required for the Work, or storage space for materials) but this shall not include the obligation to obtain easements or other access rights over the actual Place of the Work.

GC10.2.3 deleted in its entirety and replaced as follows:

10.2.3 The Design-Builder shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Design Services and the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price

includes the cost of all permits, licences, inspections and certificates and their procurement. The Design-Builder will arrange for all inspections and testing required by such permits. The Design-Builder shall provide to the Payment Certifier and the City copies of all permits and inspection reports from the various authorities as soon as they are received.

GC10.2.5 is amended by revising the first sentence to read:

10.2.5 The Design-Builder shall be responsible to provide reasonable verification that the Contract Documents are in compliance with the applicable laws,...

GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

GC11.1 INSURANCE

GC11.1 is deleted in its entirety and replaced as follows:

GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Design-Builder and its subcontractors (including the Consultant or Other Consultants) shall be required to file with the City on or prior to the date of this Agreement (or at such later time as they become subcontractors), "Certificates of Insurance" in the form required by the City, and where required by the City's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.1 and GC11.2.

11.1.2 The Design-Builder and its subcontractors shall be required to file evidence of renewal of the insurance policies required under this GC11.1 and GC11.2 with the City at least fifteen (15) calendar days prior to their expiry.

11.1.3 In addition to the specific requirements set out below, all policies of insurance shall:

- .1 be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;
- .2 if they are for property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City Insurance Group (as defined below) and all employees and agents of the City Insurance Group;
- .3 specifically name the City of Vancouver, the Vancouver Board of Parks and Recreation and their officials, officers, employees, agents and consultants engaged on the Project as additional insureds (collectively referred to as the "City Insurance Group");
- .4 be issued by a company or companies authorized to issue insurance policies in British Columbia; and
- .5 be issued on a policy form acceptable to the City's Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from a date not later than the date hereof, through to the date on which both the Certificate of

Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work.

GC11.2 CONTRACT SECURITY

GC11.2 is deleted in its entirety and replaced with the following:

GC 11.2 SPECIFIC INSURANCE COVERAGE

11.2.1 Without restricting the generality of GC12.1 - INDEMNIFICATION, and despite the limits of liability set out in GC12.1 - INDEMNIFICATION, the Design-Builder and its subcontractors (including the Consultant and Other Consultants), at their expense, shall retain the following types of insurance:

(a) *Professional (Errors and Omissions) Liability Insurance:*

A professional (errors and omissions) liability insurance policy covering the Consultant, each Other Consultant and each other person performing any part of the Design Services, with each policy having policy limits of not less than \$2,000,000 per occurrence and \$3,000,000 in aggregate and a deductible of not more than \$50,000, protecting against all claims for loss or damage arising out of any wrongful act or error or omission in the performance of the Design Services, which insurance shall be maintained in place for at least [TO BE DETERMINED].

(b) *Wrap-up Liability Insurance:*

Wrap-up liability insurance protecting the City Insurance Group, the Design-Builder, and their respective subcontractors, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Design-Builder, its Subcontractors, or their respective agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Design-Builder under any contract or agreement, including the indemnity provisions of this Contract. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work, and thereafter, in the case of completed operations coverage for a further period of twenty-four (24) months, and the policy shall provide:

1. broad-form property damage and completed operations coverage;
2. personal injury coverage;
3. blanket contractual liability coverage;
5. contingent employer's liability coverage; and
6. non-owned automobile liability coverage,

and where such further risk exists, the following extensions of coverage shall be included:

1. coverage for shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
2. coverage for hoist liability;
3. coverage for operation of attached machinery; and
4. contractor's pollution liability coverage, including coverage for asbestos, mould or other hazardous substances.

This insurance shall be for an amount of not less than five million dollars (\$5,000,000) per occurrence, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000) and the Design-Builder shall be liable for all deductible amounts.

(c) *Property & Mechanical and Electrical Breakdown Insurance:*

- (1) All-risks course-of-construction property insurance in the joint names of the Design-Builder and the City Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000); and
- (2) Mechanical and electrical breakdown insurance insuring the interests of the Design-Builder and the City Insurance Group for not less than the Contract Price.

The following conditions will apply to the property and mechanical and electrical breakdown insurance:

- (A) Where the City wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give written notice to the Design-Builder pursuant to GC13 - Occupancy and if requested the Design-Builder shall promptly notify the City in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the City's expense.
- (B) If, because of such use or occupancy, the Design-Builder is not requested to or is requested to but is unable to provide coverage, the City upon written notice from the Design-Builder and prior to such use or occupancy shall provide, maintain and pay for property and mechanical and electrical breakdown insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Design-Builder with proof of such insurance. The Design-Builder shall refund to the City the unearned premiums applicable to the Design-Builder's policies upon termination of coverage.

- (C) The policy shall provide that, in the event of loss or damage, payment shall be made to the City. Loss or damage shall not affect the rights and obligations of either party under the Contract.
- (D) The Design-Builder shall be entitled to receive from the City, in addition to the amount due under the Contract, the amount at which the City's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Design-Builder shall be entitled to receive from the payments made by the insurer the amount of the Design-Builder's interest in the restoration of the Work.
- (E) The Design-Builder shall be responsible for payment of all deductible amounts.
- (F) In the event of loss or damage to the Work arising from the work or act of the City or another Design-Builder, then the City shall pay the Design-Builder the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.
- (d) *All-Risk Design-Builder's Equipment Insurance* covering all equipment owned or rented by the Design-Builder and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.
- (e) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Design-Builder, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Design-Builder, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.

Where, in the City's opinion, pertinent risk exists, the Design-Builder is also required to carry the following coverage:

- (f) *Hull & Machinery Insurance* in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than ten thousand dollars (\$10,000) protecting the Design-Builder and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Design-Builder or its Subcontractors.
- (g) *Protection & Indemnity Insurance* including City's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Design-Builder, any Subcontractor, or their respective employees or agents in an amount no less than five million dollars (\$5,000,000) per occurrence and a deductible of not more than ten thousand dollars (\$10,000).

11.2.2 If the Design-Builder or a subcontractor fails to provide evidence of the required insurance under this GC11 as and when required by the Contract Documents, then the City shall have the right to obtain the insurance and then give evidence of the same to the Design-Builder and, and the cost of doing so will then be payable by the Design-

Builder to the City or at the City's option may be deducted from the Contract Price by Change Directive.

GC11.3 CONTRACT SECURITY

INTENTIONALLY DELETED

GC12.2 INDEMNIFICATION

GC12.2.1 is deleted in its entirety and replaced as follows:

12.2.1 The Design-Builder now indemnifies and shall defend, indemnify and hold harmless the City, any Payment Certifier other than the Consultant, and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees") from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with (A) any wrongful or negligent act, error or omission of, or defective goods supplied by, the Design-Builder, Subcontractors, Suppliers or their respective employees or agents when attending the Place of the Work or in the performance of the Design Services or the Work, in each case whether or not any one or more of the Indemnitees are contributorily negligent, and (B) any claim made under the Lien Act by a Subcontractor, or a "subcontractor" as defined in the Lien Act. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnatee.

GC12.2.2 is deleted in its entirety and replaced as follows:

12.2.2 The obligation of the Design-Builder to indemnify the Indemnitees shall be limited to the greater of the Contract Price or five million dollars (\$5,000,000) but in no event shall the sum be greater than twenty million dollars (\$20,000,000). However, despite any other term of this Contract, in no event will this limitation apply in any way to reduce or limit the indemnity or recovery by either party under any insurance policy or bond required by the Contract Documents and in no event will this limit apply to the Design-Builder's or the City's obligations to indemnify under GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES.

GC12.2.3 is deleted in its entirety and replaced as follows:

12.2.3 The obligation of the Design-Builder to indemnify the Indemnitees hereunder shall be inclusive of interest and all legal costs.

GC12.2.4 is deleted in its entirety and replaced as follows:

12.2.4 The City and the Design-Builder shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety and replaced as follows:

- 12.2.6 In respect of any claim for indemnity or to be held harmless by the City or the Design-Builder, Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

GC12.2.7 is added as follows:

- 12.2.7 In the event of any Liability being alleged against or claimed from an Indemnatee in respect of which an indemnity is required to be provided by the Design-Builder pursuant to GC12.2.1, the following provisions shall apply:

- (a) subject to GC12.2.7(b), GC12.2.7(c) and GC12.2.7(d), where it appears that the Indemnatee is or may be entitled to indemnification from the Design-Builder in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to GC12.2.7(e); and
 - (ii) the Design-Builder providing the Indemnatee with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,permit or require the Design-Builder to dispute the claim on behalf of the Indemnatee at the Design-Builder's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the Indemnatee shall give the Design-Builder (provided at the Design-Builder's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Design-Builder pursuant to GC12.2.7(a)
 - (i) the Design-Builder shall keep the Indemnatee fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Design-Builder shall not bring the name of the Indemnatee into disrepute; and
 - (iii) the Design-Builder shall not pay or settle such claims without the prior consent of the Indemnatee, such consent not to be unreasonably withheld or delayed;
- (c) a Indemnatee shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under the Contract Documents) if:
 - (i) the Design-Builder is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with GC12.2.7(a); or
 - (ii) the Design-Builder fails to comply in any material respect with the provisions of GC12.2.7(e) or GC12.2.7(b);

- (d) the Indemnatee entitled to indemnification pursuant to GC12.2.1 shall be free at any time to give notice to the Design-Builder that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which GC12.2.7(a) applies. On receipt of such notice the Design-Builder shall promptly take all steps necessary to transfer the conduct of such claim to the Indemnatee, and shall provide to the Indemnatee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and
- (e) the Design-Builder shall inform the Indemnatee of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the Indemnatee shall issue instructions accordingly.

GC12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

GC 12.3 is deleted in its entirety.

GC12.4 WAIVER OF CLAIMS

GC12.4.1 is deleted in its entirety and replaced as follows:

12.4.1. *Waiver of Claims by City:* As of the date of the Final Certificate for Payment, the City expressly waives and releases the Design-Builder from all claims against the Design-Builder including without limitation those that might arise from the negligence or breach of Contract by the Design-Builder except one or more of the following:

- .1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;
- .2 those arising from the provisions of GC12.2 - INDEMNIFICATION or GC12.5 - WARRANTY;
- .3 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES and those arising from the Design-Builder bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Design-Builder commences the Design Services or the Work; and
- .4 those arising from the Design-Builder's actions, errors, omissions or negligence which result in delays or substantial defects or deficiencies in the Design Services or the Work. "Substantial defects or deficiencies" means those defects or deficiencies in the Design Services or the Work which affect the Design Services or the Work to such an extent or in such a manner that all or any part of the Design Services or the Work is unfit for the purpose intended by the Contract Documents.

GC12.4.2 is deleted in its entirety and replaced as follows:

12.4.2 *Waiver of Claims by Design-Builder:* As of the date of the Final Certificate for Payment, the Design-Builder expressly waives and releases the City from all claims against the City including without limitation those that might arise from the negligence or breach of Contract by the City except:

- .1 those made in writing prior to the Design-Builder's application for Final Payment and still unsettled; and
- .2 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

GC12.4.3 is deleted in its entirety and replaced as follows:

- 12.4.3 GC12.3 - WAIVER OF CLAIMS shall take precedence over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

GC 12.4.4 is deleted in its entirety and replaced as follows:

- 12.4.4 The City waives and releases the Design-Builder from all claims referred to in paragraph 12.4.1.4 except claims for which Notice in Writing of claim has been received by the Design-Builder from the City within a period of six (6) years from the date of Substantial Performance of the Work.

GC12.4.5 is deleted in its entirety.

GC12.4.6 is deleted in its entirety.

GC12.4.7 is deleted in its entirety.

GC12.4.8 is deleted in its entirety.

GC12.4.9 is deleted in its entirety.

GC12.4.10 is deleted in its entirety.

GC12.5 WARRANTY

GC12.5.1 is deleted in its entirety and replaced as follows:

- 12.5.1 The Design-Builder shall perform the Design Services and the Work in a good and workmanlike manner.

GC12.5.2 is deleted in its entirety and replaced as follows:

- 12.5.2 The Design-Builder now warrants that the Design Services and the Work (and all Products) will be free from all defects in design and, for a period of one (1) year commencing on the issuance of the Certificate of Completion for the Work, free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products), and with respect to any Work or Products warranted by a Subcontractor or Supplier for a period of longer than one (1) year after the issuance of the Certificate of Completion, the Design-Builder now warrants that it has fully and effectively assigned such warranty to the City and that the City may enforce the same to the same extent and in the same manner as if the warranty had been issued directly to the City by that Subcontractor or Supplier.

GC12.5.3 is deleted in its entirety and replaced as follows:

- 12.5.3 For the purposes of this GC12.3, the phrase, "defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the

Work (or Products)” expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

GC12.5.4 is deleted in its entirety and replaced as follows:

12.5.4 During the warranty period, the Design-Builder will promptly repair and correct all defects at no cost to the City. If the Design-Builder fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the City may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the City will be payable by the Design-Builder to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Design-Builder.

GC12.5.5 is deleted in its entirety and replaced as follows:

12.5.5 Where, pursuant to GC13.1 - Occupancy, the City commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Completion for the Work, the warranty period will be deemed to commence from the issuance date despite such prior use.

GC12.5.6 is deleted in its entirety and replaced as follows:

12.5.6 Issuance of the Certificate of Total Performance of the Work will not extinguish any of the Design-Builder’s obligations under this Contract and the Design-Builder will remain liable to perform and complete all Design Services and Work and carry out all obligations required under this Contract

GC13.1 OCCUPANCY

GC13.1 is added as follows:

GC13.1 OCCUPANCY

13.1.1 The City reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the Work, providing it does not interfere with the Design-Builder’s Work, as determined by the City acting reasonably.

13.1.2 Such taking possession or use of such Work or part thereof as described in GC13.1.1 shall not be construed as final acceptance of the Work or any part thereof, or an acknowledgement of fulfillment of the Contract.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SCHEDULE 2
OWNER'S STATEMENT OF REQUIREMENTS
(To be Determined at time of contract signing)

SCHEDULE 3
SCHEDULE OF PRICES

(To be Determined at time of contract signing)

**SCHEDULE 4
SUBCONTRACTORS AND SUPPLIERS**

(To be Determined at time of contract signing)

The following are certain of the Subcontractors that the Design-Builder will use for the Design Services and the Work:

Subcontractor	Address	Division/Section of Design Services or Work
[To be completed]		

The following are certain of the Suppliers that the Design-Builder will use for the Design Services and the Work:

Supplier	Manufacturer	Address	Item
[To be completed]			

**SCHEDULE 5
PROJECT SCHEDULE**

(To be Determined at time of contract signing)

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS
(Deliberately Omitted)

**SCHEDULE 7
INSURANCE CERTIFICATE**

(To be Determined at time of contract signing)

**SCHEDULE 8
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM**

(To be Completed at time of contract signing)

Contract Title _____

Project Manager (City employee) _____

Contract Name and No. (if known) _____

PURPOSE

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

DEFINITIONS

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

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

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

ASSISTANCE IN COMPLETING THIS DOCUMENT

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

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

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

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

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

(c) _____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print):	
Project Manager Signature:	Date:
Title:	Phone:

SCHEDULE 9
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement at time of Contract Signing.]

Contract Title _____

Project Manager (City Employee) _____

Contractor Representative _____

Contract Name and No. _____

PURPOSE

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

REFERENCE MATERIAL

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

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

DOCUMENTATION AND TRAINING REQUIREMENTS

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

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

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

HAZARDOUS MATERIALS

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

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
1. Asbestos-containing Materials. Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services			
(a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in [complete]	Y	N	NA
(b) We will provide a written hazardous materials assessment for asbestos	Y	N	NA
(c) We have a written Asbestos Program (D)	Y	N	NA
(d) As “prime contractor”, we will submit a Notice of Project Asbestos(NOP-A) to WorkSafeBC at least 24 hours in advance of the project start-up	Y	N	NA
2. Lead-containing Materials. Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services			
(a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in [complete]	Y	N	NA
(b) We will provide a written hazardous materials assessment for lead	Y	N	NA
(c) We have a written exposure control program for Lead (D)	Y	N	NA
3. Other Hazardous Materials. May include pcb’s, cfc’s, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____ _____ _____			
(a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in [complete] .	Y	N	NA
(b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in [complete]	Y	N	NA

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
(d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
4. Confined Spaces. Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.			
(a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in [complete]	Y	N	NA
(b) We have a written confined space entry program (D)	Y	N	NA
(c) Our employees have received confined space training (T)	Y	N	NA
(d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y	N	NA
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y	N	NA
(f) We shall identify and record isolation points (D)	Y	N	NA
(g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y	N	NA
(h) We will provide for the services of rescue persons	Y	N	NA
If yes to (g), provide brief description: _____ _____ _____			
5. Lock Out. Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services			
(a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y	N	NA
(b) We will perform work on, or near, energized equipment, lines or circuits	Y	N	NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
<p>Note: If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.</p> <p>If yes to (a) or (b) describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>6A. Fall Protection. Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.</p>	
<p>(a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)</p>	Y N NA
<p>(b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)</p>	Y N NA
<p>(c) Our employees who will be required to use fall protection have received training (T)</p>	Y N NA
<p>If yes to (a), describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>6B. Scaffolding and Ladders. Window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation</p>	
<p>(a) Our employees will use scaffolding or ladders for access to the work</p>	Y N NA
<p>(b) The scaffolding or ladders will be exposed to wet and/or slippery conditions</p>	Y N NA
<p>(c) We will ensure scaffolding or ladders are secured before accessing the worksite</p>	Y N NA
<p>(d) Scaffolding will be erected and dismantled only by qualified workers</p>	Y N NA
<p>7. Overhead Power Lines and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting</p>	
<p>(a) There are electrical hazards associated with overhead power lines such as limits of approach and contact</p>	Y N NA

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y	N	NA
(c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y	N	NA
(d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y	N	NA
8. Construction, Excavation, shoring and Demolition			
(a) As “prime contractor”, we will submit a Notice of Project (NOP) to WorkSafeBC at least 24 hours in advance of the project start-up date	Y	N	NA
(b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
(c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y	N	NA
(d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y	N	NA
(e) We will provide safe means of entry and exit for excavations	Y	N	NA
(f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y	N	NA
(g) We will develop a demolition/salvage plan (D)	Y	N	NA
(h) We will evaluate the demolition materials for reuse or recycling	Y	N	NA
(i) We will protect passers-by from potential hazards	Y	N	NA
9. Chemicals, Solvents, Fumes, Vapours and Dusts. Cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring			
(a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y	N	NA
10. Noise and Vibration. Includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation			
(a) Our employees will be exposed to noise levels above 85dbA	Y	N	NA
(b) We have a written hearing conservation program (D)	Y	N	NA

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y	N	NA
11. Occupational Health and Safety Program			
(a) We have a written Safety Program (D)	Y	N	NA
(b) We will make regular inspections of all workplaces	Y	N	NA
(c) We will immediately investigate any reported unsafe conditions and correct as required	Y	N	NA
(d) We will investigate all incidents and provide written incident reports to the Project Manager	Y	N	NA
(e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y	N	NA
12. First Aid			
(a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y	N	NA
(b) We will complete a first aid assessment (D)	Y	N	NA
(c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y	N	NA
(d) We will develop an effective means of communication between the first aid attendant and the work areas	Y	N	NA
13. Fire Protection. Solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services			
(a) We will weld, solder, or cut with a torch	Y	N	NA
(b) We will use or store flammable/combustible liquids	Y	N	NA
(c) We will use temporary heating devices	Y	N	NA
(d) We will provide water and/or fire extinguishers on the job site	Y	N	NA
14. Personal Protective Equipment (PPE)			
(a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y	N	NA
(b) We have a written PPE program (D)	Y	N	NA
15. Respiratory Protection			
(a) The work will involve materials or processes requiring respiratory protection	Y	N	NA

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(b) We have a written respiratory protection program (D)	Y	N	NA
16. Tools Machinery and Equipment			
(a) We will use powder-actuated tools.	Y	N	NA
(b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y	N	NA
If yes to (a), describe: _____ _____ _____			
17. Cranes, Forklifts, and Manlifts. Heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement			
(a) We will use a crane, forklift, manlift or other lifting equipment	Y	N	NA
(b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y	N	NA
(c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y	N	NA
(d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y	N	NA
18. Rigging			
(a) We will lift or sling loads overhead	Y	N	NA
(b) We will inspect ropes, hooks and slings before use on each shift	Y	N	NA
19. Motor Vehicles and Heavy Equipment. Goods delivery, personnel transportation services, trailer relocation services, oil/water pump-out and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydro-seed services, tree stump grinding, and concrete sawing and removal			
(a) We will use motor vehicles or heavy equipment at the work location	Y	N	NA
(b) All operators have a valid provincial driver's license	Y	N	NA
(c) We will inspect vehicles, including safety features (e.g., ROPS)	Y	N	NA
20. Traffic Control			
(a) There will be uncontrolled movement of vehicular traffic at the worksite	Y	N	NA
(b) We will develop a written traffic control plan (D)	Y	N	NA

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(c) We will put in place any required traffic control devices	Y	N	NA
(e) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) "Traffic Control Manual for Work on Roadways"	Y	N	NA
We will provide Traffic Control Persons (TCP's) as required by law	Y	N	NA
21. Crystalline Silica Dust			
(a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y	N	NA
22. Additional Concerns			
We foresee additional health and safety concerns associated with the work	Y	N	NA
<p>If yes, describe:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>(f) _____</p>			
<p>Describe the control measures each of the concerns listed above:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>(f) _____</p>			

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

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

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

ANNEX 1

TEMPORARY MODULAR HOUSING DESIGN BRIEF

(See attached)

TEMPORARY MODULAR HOUSING DESIGN BRIEF

Authority - Director of Planning

Effective - May 31, 2016

Application and Intent

This design brief establishes design principles for temporary modular housing, which may be located in many different areas of the city. As such, this brief should be used in conjunction with the District Schedule and Guidelines for the zone in which the development is proposed.

Temporary modular housing developments are demountable structures that are located on a site for a limited term, and used as secured social housing. As these buildings may, in some cases, be relocated to multiple sites over time, they should be sufficiently durable for re-use. They must also be of high-quality, well-considered design, to ensure an appropriate fit in various neighbourhood contexts.

1 Conditional Approval Uses

- a) Temporary modular housing is defined as: *“demountable or movable structures that are not permanently affixed to land which contain three or more dwelling units, micro dwellings or sleeping units, and is used as secured social housing.”*
- b) **Dwelling use:** The temporary modular housing development must meet the minimum criteria of its proposed dwelling use. For example, if micro dwellings are proposed, the development should adhere to the “Micro Dwellings Policies and Guidelines.”
- c) **Uses at grade:** Some District Schedules do not permit residential uses at grade. In this circumstance, the temporary modular housing development should contain a compatible non-residential use (such as office or retail) on the first storey of the building, to a depth of 10.7m (35 ft) from the front of the building, extending across its full width, exclusive of the residential entry.

2 Height, Yards and Floor Space Ratio

The temporary modular housing development should adhere to the Height, Yards and Floor Space Ratio described in the applicable District Schedule. If they are provided for in the District Schedule, discretionary relaxations may be granted, subject to the Director of Planning’s consideration of all applicable policies and guidelines adopted by Council.

3 External Design

- a) **Building Separation:** Separation between buildings, whether on a single frontage or at a corner, should be at least 3.7m (12.1ft). For courtyard schemes, one primary access of at least 3.7m (12.1ft) should be provided from the street, either at the side yard or mid-site.
- b) **Courtyard:** If a courtyard is provided, it should adhere to the following:
 - a. It should be parallel, not perpendicular, to the primary street frontage.
 - b. It should be free of major obstructions, such as exit stairs. Externalized stairs should not climb more than 1.5m (5ft), so that they do not unduly obstruct the common space

- c. It should be a minimum of 7.3m (24ft) clear width, measured from the building face, for the first two storeys.
 - d. It should be a minimum of 9.8m (32ft) clear width, measured from the building face, for the third storey and above.
- c) **Front Entry:** The front entry should face the street and have a prominent architectural expression. It should include a large area of transparent glazing and appropriate exterior lighting. A weather protection canopy should be provided, minimum 2.4m (8ft) deep. Fabric awnings are not recommended.
- d) **Exterior Cladding Materials:** Exterior materials should be durable and high-quality. Approvable materials include: wood horizontal siding or shingle; Hardi panel, shingle, or horizontal siding (4" profile, smooth finish); brick veneer; metal panel. Corrugated or pressed metal should be restricted to limited areas. Vinyl, and "faux" finishes that imitate natural materials, are not approvable.
- e) **Architectural detailing:**
- a. Substantial roof overhangs should be provided.
 - b. Window and door trims should be provided, where the exterior cladding system permits.
 - c. Exterior colours should generally be contextual with the neighbourhood. Consider the use of strong accent colours to provide depth and visual interest in the building elevation.
 - d. Building elevations should be designed to have variety and visual interest. Overly repetitive, monotonous, or "flat" street frontages should be avoided. Variation in the size or placement of window openings, the use of guardrails (ie. for Juliet balconies), and changes in material, colour and/or plane, should be explored. Detailing at the first storey should appeal to the pedestrian scale.
 - e. If commercial use is provided at the street frontage, weather protection should be provided.

4 Internal Design

- a) **Lobby and circulation:** The primary building circulation, consisting of a reception lobby and exit stairs, must be internalized. Externalized, open air corridors may be considered, providing that they are not located on an exterior building elevation (ie. street or lane), and are included in floor space calculations.
- b) **Common Amenity Room:** Given the small size of individual units, a high-quality common space is crucial to livability.
- a. For developments with less than 25 units, the amenity space should be minimum 37sm (398 sf);
 - b. For larger developments, the amenity space should be minimum 1.4sm (15 sf) per unit;
 - c. For developments with more than 90 units, consider providing two amenity spaces, to accommodate a wider range of activities;
- Additionally, the common amenity space should have the following features:
- d. Access from a common corridor or main lobby;
 - e. Substantial windows and good access to natural light and ventilation;
 - f. A kitchenette for basic food preparation (large counter with upper and lower cabinets, shared fridge(s), microwave, sink);
 - g. A lounge area;
 - h. A common meeting room (in larger developments);
 - i. Contiguous outdoor space (See '7. Common Outdoor Space');

- c) **Accessibility:** A minimum of 10% of temporary modular units should be designed to be fully accessible. It is encouraged to make all at-grade units accessible, where feasible.

5 Unit Design

- a) **Unit Size:** Minimum unit size depends on the proposed use, and on unit configuration:
- For a Sleeping Unit use, units should be minimum 15.8m² (170sf);
 - For Micro Dwelling use, units are a minimum 23.2m² (250 sf) and maximum 29.6 (319 sf);
 - Dwellings units are 29.7sqm (320 sf) or greater;
 - It is anticipated that most units will be studios. One- and 2-bedroom units may be considered, and should be a minimum 29.7m² (320sf) and 39.0m² (420sf), respectively. Internalized bedrooms (ie. without an exterior window) will not be approved. Unit plans with furniture layouts should be provided, to demonstrate functional living spaces.
- b) **Livability:** A high standard of livability should be achieved for all temporary modular units. Each unit should:
- Be no more than 3ft below grade;
 - Have at least one exterior window in the principle living space of a minimum 1.7m² (18sf), with an unobstructed view for a minimum 7.3m (24 ft), and at least one exterior window in any bedroom, with an unobstructed view for a minimum 3.7m (12ft). Lesser distances may be considered in cases where a particular site hardship is demonstrated, and a reasonable standard of livability in the impacted unit is maintained.
 - Have a strong relationship to the outdoors, in the form of a private outdoor space, a Juliet balcony, and/or large operable windows (large enough to accommodate two adults side-by-side). Private outdoor spaces are not required for sleeping units or studio micro dwellings, but are encouraged where feasible. Private outdoor spaces should be provided for one and two bedroom micro dwellings, and for dwelling units.
- c) **Living/Sleeping Space:** As the principle living area will usually also serve as the main sleeping area, thoughtful design is required to ensure that it effectively accommodates multiple functions:
- The sleeping/living area should use built-in hide-a-beds, fold-down kitchen tables, and other space-efficient built-in furniture that assists in day and night uses of the space;
 - Sleeping area may be located in a recess, but must remain contiguous to the main living area and not be enclosed by partitions.
- d) **Bathroom:** A complete bathroom must be provided which is equipped with a wash-basin, toilet, and a shower and/or bath. Additionally:
- Consideration should be given to the overall unit layout, with regard to privacy, sight lines and the direction of the door swing.
 - Bathrooms must be physically separated from the remainder of the room by walls and a door to ensure privacy.
- e) **Storage:** The standard bulk storage requirements for multiple dwellings do not apply to temporary modular housing; instead, the bulk storage requirements for a proposed development will be assessed on a case-by-case basis. Each unit, however, should be provided with at least one built-in coat closet. Two-bedroom units should have an additional built-in closet. Additional open and closed shelving units are strongly encouraged.

f) Food Storage and Preparation:

- a. For sleeping units, cooking facilities are not permitted. However, some limited food storage and preparation facilities should be provided, including: a counter (max. 1.8m, 6ft long) with lower and upper cabinets, a sink, and an under-counter fridge.
- b. Micro dwellings and dwelling units should include a kitchen that is properly ventilated and includes a sink, ample counter space for food preparation, upper and lower cabinets, a stove/oven, and a modestly-sized refrigerator with freezer . The kitchen and dining area should be large enough for two adults to stand or sit side-by-side.

g) Mechanical equipment: In-suite mechanical equipment should not obstruct the required living and amenity spaces within the unit. For example, if a hot water heater occupies the coat closet, a second closet must be provided. Space occupied by mechanical equipment will also be excluded from the calculation of unit size.

6 Noise

Good sound separation between units is a key aspect of livability. The placement of balconies, windows and their operable vents should be considered to minimize noise. Where casement windows are used, vents should open in opposite direction to each other to lessen sound transfer between units.

7 Common Outdoor Space

Access to outdoor space and fresh air are important to health and well-being. Usable shared outdoor space should be provided, in the form of courtyards or roof decks. Size should be based on an aggregate of 4.52m² (49sf) per unit.

8 Landscape

- a) **Public realm/Front yard:** Front yards should present a substantial landscape to the street as a streetscape amenity. It should complement the architecture and consist of colorful, friendly, layered plant material, oriented to the street. Plant material should be chosen for year-round structure and interest.
- b) **Common Outdoor Space:** Common outdoor spaces should provide landscape buffering from and to adjacent properties, within CEPTED guidelines. The landscape should be chosen to prevent overlook onto private adjacent spaces, while enhancing the quality of space for the development.
- c) **Lane:** Lane interface should encourage as much lane enhancement as possible, by providing a green edge and effective lighting for safety.
- d) **Side yard:** Side yards should consist of planting beds whenever possible, to provide buffering to adjacent properties. If pedestrian access is required, a “green” stepping stone path with ground cover in between is encouraged. Solid paving is discouraged, except if needed for fire access.

[illegible]

City of Vancouver		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		2026-2027		2027-2028		2028-2029		2029-2030		2030-2031		2031-2032		2032-2033		2033-2034		2034-2035		2035-2036		2036-2037		2037-2038		2038-2039		2039-2040		2040-2041		2041-2042		2042-2043		2043-2044		2044-2045		2045-2046		2046-2047		2047-2048		2048-2049		2049-2050		2050-2051		2051-2052		2052-2053		2053-2054		2054-2055		2055-2056		2056-2057		2057-2058		2058-2059		2059-2060		2060-2061		2061-2062		2062-2063		2063-2064		2064-2065		2065-2066		2066-2067		2067-2068		2068-2069		2069-2070		2070-2071		2071-2072		2072-2073		2073-2074		2074-2075		2075-2076		2076-2077		2077-2078		2078-2079		2079-2080		2080-2081		2081-2082		2082-2083		2083-2084		2084-2085		2085-2086		2086-2087		2087-2088		2088-2089		2089-2090		2090-2091		2091-2092		2092-2093		2093-2094		2094-2095		2095-2096		2096-2097		2097-2098		2098-2099		2099-2100		2100-2101		2101-2102		2102-2103		2103-2104		2104-2105		2105-2106		2106-2107		2107-2108		2108-2109		2109-2110		2110-2111		2111-2112		2112-2113		2113-2114		2114-2115		2115-2116		2116-2117		2117-2118		2118-2119		2119-2120		2120-2121		2121-2122		2122-2123		2123-2124		2124-2125		2125-2126		2126-2127		2127-2128		2128-2129		2129-2130		2130-2131		2131-2132		2132-2133		2133-2134		2134-2135		2135-2136		2136-2137		2137-2138		2138-2139		2139-2140		2140-2141		2141-2142		2142-2143		2143-2144		2144-2145		2145-2146		2146-2147		2147-2148		2148-2149		2149-2150		2150-2151		2151-2152		2152-2153		2153-2154		2154-2155		2155-2156		2156-2157		2157-2158		2158-2159		2159-2160		2160-2161		2161-2162		2162-2163		2163-2164		2164-2165		2165-2166		2166-2167		2167-2168		2168-2169		2169-2170		2170-2171		2171-2172		2172-2173		2173-2174		2174-2175		2175-2176		2176-2177		2177-2178		2178-2179		2179-2180		2180-2181		2181-2182		2182-2183		2183-2184		2184-2185		2185-2186		2186-2187		2187-2188		2188-2189		2189-2190		2190-2191		2191-2192		2192-2193		2193-2194		2194-2195		2195-2196		2196-2197		2197-2198		2198-2199		2199-2200		2200-2201		2201-2202		2202-2203		2203-2204		2204-2205		2205-2206		2206-2207		2207-2208		2208-2209		2209-2210		2210-2211		2211-2212		2212-2213		2213-2214		2214-2215		2215-2216		2216-2217		2217-2218		2218-2219		2219-2220		2220-2221		2221-2222		2222-2223		2223-2224		2224-2225		2225-2226		2226-2227		2227-2228		2228-2229		2229-2230		2230-2231		2231-2232		2232-2233		2233-2234		2234-2235		2235-2236		2236-2237		2237-2238		2238-2239		2239-2240		2240-2241		2241-2242		2242-2243		2243-2244		2244-2245		2245-2246		2246-2247		2247-2248		2248-2249		2249-2250		2250-2251		2251-2252		2252-2253		2253-2254		2254-2255		2255-2256		2256-2257		2257-2258		2258-2259		2259-2260		2260-2261		2261-2262		2262-2263		2263-2264		2264-2265		2265-2266		2266-2267		2267-2268		2268-2269		2269-2270		2270-2271		2271-2272		2272-2273		2273-2274		2274-2275		2275-2276		2276-2277		2277-2278		2278-2279		2279-2280		2280-2281		2281-2282		2282-2283		2283-2284		2284-2285		2285-2286		2286-2287		2287-2288		2288-2289		2289-2290		2290-2291		2291-2292		2292-2293		2293-2294		2294-2295		2295-2296		2296-2297		2297-2298		2298-2299		2299-2300		2300-2301		2301-2302		2302-2303		2303-2304		2304-2305		2305-2306		2306-2307		2307-2308		2308-2309		2309-2310		2310-2311		2311-2312		2312-2313		2313-2314		2314-2315		2315-2316		2316-2317		2317-2318		2318-2319		2319-2320		2320-2321		2321-2322		2322-2323		2323-2324		2324-2325		2325-2326		2326-2327		2327-2328		2328-2329		2329-2330		2330-2331		2331-2332		2332-2333		2333-2334		2334-2335		2335-2336		2336-2337		2337-2338		2338-2339		2339-2340		2340-2341		2341-2342		2342-2343		2343-2344		2344-2345		2345-2346		2346-2347		2347-2348		2348-2349		2349-2350		2350-2351		2351-2352		2352-2353		2353-2354		2354-2355		2355-2356		2356-2357		2357-2358		2358-2359		2359-2360		2360-2361		2361-2362		2362-2363		2363-2364		2364-2365		2365-2366		2366-2367		2367-2368		2368-2369		2369-2370		2370-2371		2371-2372		2372-2373		2373-2374		2374-2375		2375-2376		2376-2377		2377-2378		2378-2379		2379-2380		2380-2381		2381-2382		2382-2383		2383-2384		2384-2385		2385-2386		2386-2387		2387-2388		2388-2389		2389-2390		2390-2391		2391-2392		2392-2393		2393-2394		2394-2395		2395-2396		2396-2397		2397-2398		2398-2399		2399-2400		2400-2401		2401-2402	
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2	City of Vancouver	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

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For Table #1

Proponent		ATCO	ATIRA/LADACOR	AURORA	AYO	BOXMAN	BRITCO	CHAPARRAL	CONTAINERWEST	CORMODE/DICKSON	CTHS/WORKF ORCE	FREEPORT	GENERATION	HORIZON NORTH	JVN/D	KINDRED/DIAL OG	MAAS	MODS	MONITAC	MOUNTAINVIE W	SHELTER	QUBE	WESTCOAST
Type of Product or Description of Product	Unit of Measurement	s.17(1)																					
Cost for Prefabricated Modular Housing Units	Total																						
Delivery of Prefabricated Modular Housing Units	Total																						
Installation of Prefabricated Modular Housing Units including foundations	Total																						
Installation of sprinklers and sprinkler connections to outside services	Total																						
Plumbing works including water, waste and sprinkler connection to outside services	Total																						
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO2 sensors	Total																						
Supply and installation of 5lb wall hung Fire extinguishers as required	Each																						
Exterior skirting	Total																						
Demobilization	Total																						
Price before GST or other applcal	\$																						

For Table #2

Proponent		ATCO	ATIRA/LADACOR	AURORA	AYO	BOXMAN	BRITCO	CHAPARRAL	CONTAINERWEST	CORMODE/DICKSON	CTHS/WORKF ORCE	FREEPORT	GENERATION	HORIZON NORTH	JVN/D	KINDRED/DIAL OG	MAAS	MODS	MONITAC	MOUNTAINVIE W	SHELTER	QUBE	WESTCOAST
Type of Product or Description of Product	Unit of Measurement	s.17(1)																					
Cost for Communal Amenity Area, including foundations	Total																						
Delivery of Communal Amenity Area	Total																						
Installation of Communal Amenity Area including foundations (if not included above)	Total																						
Plumbing works including connection of small kitchenette to outside services	Total																						
Installation of sprinklers and sprinkler connections to outside services	Total																						
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total																						

Supply and installation of 5lb wall hung Fire extinguishers as required		S.17(1)
	Each	
Exterior skirting	Total	
Demobilization	Total	
Price before GST or other applical	\$	

For Table #3

Proponent		ATCO	ATIRA/LADACOR	AURORA	AYO	BOXMAN	BRITCO	CHAPARRAL	CONTAINERWEST	CORMODE/DICKSON	CTHS/WORKF ORCE	FREEPORT	GENERATION	HORIZON NORTH	JVN/D	KINDRED/DIAL OG	MAAS	MODS	MONITAC	MOUNTAINVIE W	SHELTER	QUBE	WESTCOAST
Total Purchase Price		S.17(1)																					
Monthly Lease Payment																							
Year One Buyout Price																							
Year Two Buyout Price																							
Year Three Buyout Price																							
Year Four Buyout Price																							
Year Five Buyout Price																							

For Table #5 (Use 100 Units for this table)

Proponent		ATCO	ATIRA/LADACOR	AURORA	AYO	BOXMAN	BRITCO	CHAPARRAL	CONTAINERWEST	CORMODE/DICKSON	CTHS/WORKF ORCE	FREEPORT	GENERATION	HORIZON NORTH	JVN/D	KINDRED/DIAL OG	MAAS	MODS	MONITAC	MOUNTAINVIE W	SHELTER	QUBE	WESTCOAST
Type of Product or Description of Product	Unit of Measurement	S.17(1)																					
Construction of Prefabricated Modular Housing Units	Total																						
Delivery of Prefabricated Modular Housing Units	Total																						
Installation of Prefabricated Modular Housing Units including foundations	Total																						
Plumbing works including any necessary connection to outside services (and sprinklers)	Total																						
Electrical work including the connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total																						
Construction of a communal amenity area	Total																						
Demobilization	Total																						
Total	Total																						

PSVAHA2017-06 - Request for Proposal - Modular Housing Strategy for Housing First Strategy

Evaluation Committee:

Luke Harrison
Roanna Chui
David Williams

Term	Score
Excellent (More than satisfies requirements)	5
Very Good	4
Good	3
Average	2
Poor	1

Substantiations (Remarks) must be provided for any scores 1 and under and 4 and greater

		Britco				Horizon North				Ladacor			
EVAL UATI ON CRITE RIA			Weight	Weighted Score			Weight	Weighted Score			Weight	Weighted Score	
PRICI NG (Purc hasin g to initial ly revie w - All Costs for Propo sal)	Lowest Proposal \$/This Proposal x Weight =Weighted Score												
Lowe st Price	\$0.00												
Price	\$0.00												
			0%				0%				0%		
Section in RFP	Evaluation Criteria	Remarks	Yes/No			Remarks	Yes/No			Remarks	Yes/No		
	Part 1 - Requested Information												
Part C	Signed Proposal Form		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 5	Completed Certificate of Insurance		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 6	Signed Declaration of Supplier Code of Conduct Compliance		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 7	Completed Corporate Sustainability Leadership Questionnaire		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 10	Proposed Amendments to the Form of Agreement		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 12	Submitted Proof of WorksafeBC Registration (Local Firms)		Yes/No				Yes/No				Yes/No		
Part C - Appen dix 13	Conflicts/Collusion/Lobbying		Yes/No				Yes/No				Yes/No		

	Requirements	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score
	Part 2												
Part B Requirements	Proposed Methodology												
	Is the approach and methodology clear and rational? Will it achieve the project's objectives?	s.17(1)		10%	s.17(1)			10%	s.17(1)			10%	s.17(1)
	Scheduling												
	Does the proposal meet the required schedule? Does it offer an alternative schedule, including early delivery and if so, will this fulfill VAHA's short term and strategic goals?			60%				60%				60%	
	Relocation												
	Has the Proponent presented a proven method for relocating the units? Are the units durable enough for any relocation?			20%				20%				20%	
	Value-Add and Innovation												
	What innovation is being brought to the table? Are there extra costs associated with these? Are there demonstrated examples of where these solutions have worked in the past? Has the Proponent offered additional services that could be considered a value-add that are not identified in the RFP?			5.0%				5.0%				5.0%	
	Sustainability												
	Procurement to complete			5.0%				5.0%				5.0%	
	TOTAL WEIGHTED TECHNICAL SCORE			100.0%				100.0%				100.0%	
	TOTAL WEIGHTED COMBINED SCORE			100.00%				100.00%				100.00%	
	Evaluator General Remarks/Assessment												

Note: This evalua ion form will be used for the initial evaluation to determine or select preferred proponents to shortlist for future Requests for Proposals. Clarifications, changes, discussions or missing information from Respondents may be required to further evaluate the Proposals in which case the initial evaluation will be revised and a final evaluation completed and agreed to by Evaluation Committee.

Evaluated by:
Signature: _____
Date: _____

PSVAHA2017-06 - Request for Proposal - Modular Housing Strategy for Housing First Strategy

Evaluation Committee:

Luke Harrison
Roanna Chui
David Williams

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Very Good	4
Good	3
Average	2
Poor	1

Substantiations (Remarks) must be provided for any scores 1 and under and 4 and greater

		Britco				Horizon North				Ladacor			
EVALUATION CRITERIA			Weight	Weighted Score			Weight	Weighted Score			Weight	Weighted Score	
PRICING (Purchasing to initially review - All Costs for Proposal)	Lowest Proposal \$/This Proposal x Weight =Weighted Score												
Lowest Price	\$0.00												
Bidder Price	\$0.00												
			0%				0%				0%		
Section in RFP	Evaluation Criteria	Remarks	Yes/No			Remarks	Yes/No			Remarks	Yes/No		
	Part 1 - Requested Information												
Part C	Signed Proposal Form		Yes/No				Yes/No				Yes/No		
Part C - Appendix 5	Completed Certificate of Insurance		Yes/No				Yes/No				Yes/No		
Part C - Appendix 6	Signed Declaration of Supplier Code of Conduct Compliance		Yes/No				Yes/No				Yes/No		
Part C - Appendix 7	Completed Corporate Sustainability Leadership Questionnaire		Yes/No				Yes/No				Yes/No		
Part C - Appendix 10	Proposed Amendments to the Form of Agreement		Yes/No				Yes/No				Yes/No		
Part C - Appendix 12	Submitted Proof of WorksafeBC Registration (Local Firms)		Yes/No				Yes/No				Yes/No		
Part C - Appendix 13	Conflicts/Collusion/Lobbying		Yes/No				Yes/No				Yes/No		
	Requirements	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score
	Part 2												
Part B - Requirements	Proposed Methodology												
	Is the approach and methodology clear and rational? Will it achieve the project's objectives?	s.17(1)		10%	s.17(1)			10%	s.17(1)			10%	s.17(1)
	Scheduling												
	Does the proposal meet the required schedule? Does it offer an alternative schedule, including early delivery and if so, will this fulfill VAHA's short term and strategic goals?			60%				60%				60%	
	Relocation												
	Has the Proponent presented a proven method for relocating the units? Are the units durable enough for any relocation?			20%				20%				20%	
	Value-Add and Innovation												

	What innovation is being brought to the table? Are there extra costs associated with these? Are there demonstrated examples of where these solutions have worked in the past? Has the Proponent offered additional services that could be considered a value-add that are not identified in the RFP?	s.17(1)	5.0%	s.17(1)	5.0%	s.17(1)	5.0%	s.17(1)
	Sustainability							
	Procurement to complete		5.0%		5.0%		5.0%	
	TOTAL WEIGHTED TECHNICAL SCORE		100.0%		100.0%		100.0%	
	TOTAL WEIGHTED COMBINED SCORE		100.00%		100.00%		100.00%	
Evaluator General Remarks/Assessment								

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Signature: _____
Date: _____

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Luke Harrison
Roanna Chui
David Williams

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Good	3
Average	2
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Substantiations (Remarks) must be provided for any scores 1 and under and 4 and greater

		Britco				Horizon North				Ladacor			
EVALUATION CRITERIA			Weight	Weighted Score			Weight	Weighted Score			Weight	Weighted Score	
PRICING (Purchasing to initially review - All Costs for Proposal)	Lowest Proposal \$/This Proposal x Weight =Weighted Score												
Lowest Price	\$0.00												
Bidder Price	\$0.00												
			0%				0%				0%		
Section in RFP	Evaluation Criteria	Remarks	Yes/No			Remarks	Yes/No			Remarks	Yes/No		
	Part 1 - Requested Information												
Part C	Signed Proposal Form		Yes/No				Yes/No				Yes/No		
Part C - Appendix 5	Completed Certificate of Insurance		Yes/No				Yes/No				Yes/No		
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Part C - Appendix 13	Conflicts/Collusion/Lobbying		Yes/No				Yes/No				Yes/No		
	Requirements	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score
	Part 2												
Part B - Requirements	Proposed Methodology	s.17(1)			s.17(1)				s.17(1)				s.17(1)
	Is the approach and methodology clear and rational? Will it achieve the project's objectives?			10%				10%					
	Scheduling												
	Does the proposal meet the required schedule? Does it offer an alternative schedule, including early delivery and if so, will this fulfill VAHA's short term and strategic goals?			60%				60%					
	Relocation												
	Has the Proponent presented a proven method for relocating the units? Are the units durable enough for any relocation?			20%				20%					
	Value-Add and Innovation												
	What innovation is being brought to the table? Are there extra costs associated with these? Are there demonstrated examples of where these solutions have worked in the past? Has the Proponent offered additional services that could be considered a value-add that are not identified in the RFP?			5.0%				5.0%					
	Sustainability												
	Procurement to complete			5.0%				5.0%					
	TOTAL WEIGHTED TECHNICAL SCORE			100.0%				100.0%					
	TOTAL WEIGHTED COMBINED SCORE			100.00%				100.00%					
	Evaluator General Remarks/Assessment												

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		Britco				Horizon North				Ladacor			
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PRICING (Purchasing to initially review - All Costs for Proposal)	Lowest Proposal \$/This Proposal x Weight =Weighted Score												
Lowest Price	\$0.00												
Bidder Price	\$0.00												
			0%				0%				0%		
Section in RFP	Evaluation Criteria	Remarks	Yes/No			Remarks	Yes/No			Remarks	Yes/No		
	Part 1 - Requested Information												
Part C	Signed Proposal Form	s.17(1)				s.17(1)				s.17(1)			
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	Requirements	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score	Evaluator Remarks	Score (1-5)	Weight	Weighted Score
	Part 2												
Part B - Requirements	Proposed Methodology												
	Is the approach and methodology clear and rational? Will it achieve the project's objectives?	s.17(1)		10%	s.17(1)	s.17(1)		10%	s.17(1)	s.17(1)		10%	s.17(1)
	Scheduling												
	Does the proposal meet the required schedule? Does it offer an alternative schedule, including early delivery and if so, will this fulfill VAHA's short term and strategic goals?			60%				60%				60%	
	Relocation												
	Has the Proponent presented a proven method for relocating the units? Are the units durable enough for any relocation?			20%				20%				20%	
	Value-Add and Innovation												
	What innovation is being brought to the table? Are there extra costs associated with these? Are there demonstrated examples of where these solutions have worked in the past? Has the Proponent offered additional services that could be considered a value-add that are not identified in the RFP?			5.0%				5.0%				5.0%	
	Sustainability												
	Procurement to complete			5.0%				5.0%				5.0%	
	TOTAL WEIGHTED TECHNICAL SCORE			100.0%				100.0%				100.0%	
	TOTAL WEIGHTED COMBINED SCORE			100.00%				100.00%				100.00%	
	Evaluator General Remarks/Assessment												

Note: This evaluation form will be used for the initial evaluation to determine or select preferred proponents to shortlist for future Requests for Proposals. Clarifications, changes, discussions or missing information from Respondents may be required to further evaluate the Proposals in which case the initial evaluation will be revised and a final evaluation completed and agreed to by Evaluation Committee.

Evaluated by:

Signature: _____

Date: _____