

File No.: 04-1000-20-2018-612

March 5, 2019

s.22(1)

Dear s.22(1)

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

I am responding to your request of November 23, 2018 for:

Email records of VAHA CEO Luke Harrison from July 1, 2017 to Aug. 22, 2017 and Oct. 1, 2017 and Oct. 31, 2017 that include the word "Horizon".

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.13(1), s.14, s.17(1), s.21(1), and s.22(1) of the Act. You can read or download this section here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-612); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ma

From: "Madison Hall" <madison.hall@horizonnorth.ca>
To: jforsyth@bchousing.org
CC: "Brock Elliott" <Brock.Elliott@horizonnorth.ca>
"Rick Welch" <rwelch@horizonnorth.ca>
"Steven Haylestrom" <steven.haylestrom@horizonnorth.ca>
"Harrison, Luke \VAHA\" <Luke.Harrison@vaha.ca>
"Gilbertson, Kenneth \VAHA\" <Kenneth.Gilbertson@vaha.ca>

Date: 10/13/2017 3:52:23 PM

Subject: 220 Terminal Concept Project - Revised Proposal Submission

Attachments: BC Housing 220 Terminal Concept Project Package - Horizon North Final Submission.pdf

James,

Horizon North is pleased to submit the revised proposal for 220 Terminal Concept Project. Please see the attached.

We have answered your previous questions below:

1. Date of substantial performance
 - a. Building 1, Target Date of 10 weeks from building permit being issued.
 - b. Building 2, Target Date of 12 weeks from building permit being issued.
 - c. Date of Substance Performance subject to change based on authority having jurisdiction development permit, building permit, inspections, offsite service deliverables by others and other approval turnaround times.
2. Updated proposal from you with spec, pricing and responsibilities matrix **Included in attached revised Proposal Package**
3. DP drawings package from Boni Maddison **Included in attached revised Proposal Package**
4. Extra Work Rate Sheet **Included in attached revised Proposal Package**
5. Contract Price **Included in attached revised Proposal Package**
6. Confirmation of who will be signing the contract for Horizon North **Scott Matson Senior Vice President, Finance & CFO, Executive (smatson@horizonnorth.ca, 403-517-4662)**

In addition to the aforementioned items, please review our comments from our preliminary contract review:

1. In CCDC14 Section 5.3., We would like to amend this to "The prime rate shall be the rate of interest quoted by Scotia Bank"
2. Supplementary General Conditions as per Houston Project and as included in the attached revised proposal package, and to be incorporated as a Contract Exhibit.

Please direct all questions and concerns to Project Manager, Brock Elliott.

Kind regards,

Madison Hall | Proposal Administrator
Horizon North Logistics Inc.

540 Athabasca Street West, Kamloops, BC V2C 5R7
(Office) 250-828-7203
(Toll Free) 866-305-6565
www.horizonnorth.ca



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HORIZON NORTH



BC HOUSING



"220 Terminal Concept"

Housing First Temporary Modular Housing Strategy
BC Housing Management Commission

Revised: October 13, 2017



October 13, 2017

BC Housing Management Commission
Suite 1701-4555 Kingsway
Burnaby, BC V5H 4V8

ATTENTION: MR. James Forsyth

RE: "220 TERMINAL CONCEPT" HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY

Dear Mr. Forsyth,

Please see revised contract attachments:

1. Floor Plans, Site Plans, Elevation Plans and Section Plans;
2. Specifications;
3. Division of Responsibility;
4. Pricing Schedule, and Extra Work Rate Sheet;
5. Modified BC Housing Supplemental General Conditions.

We appreciate this opportunity to work with BC Housing to develop new and innovative housing strategies.

Best Regards,
HORIZON NORTH

Rick Welch,
Director, Proposal Development

Best Regards,
HORIZON NORTH

Steven Haylestrom
Director, Project Execution

650 WEST 57TH AVE

VANCOUVER BC

LOT 3, BLOCK 1004, PLAN VA20607, DISTRICT LOT 526, NEW WESTMINSTER LAND DISTRICT

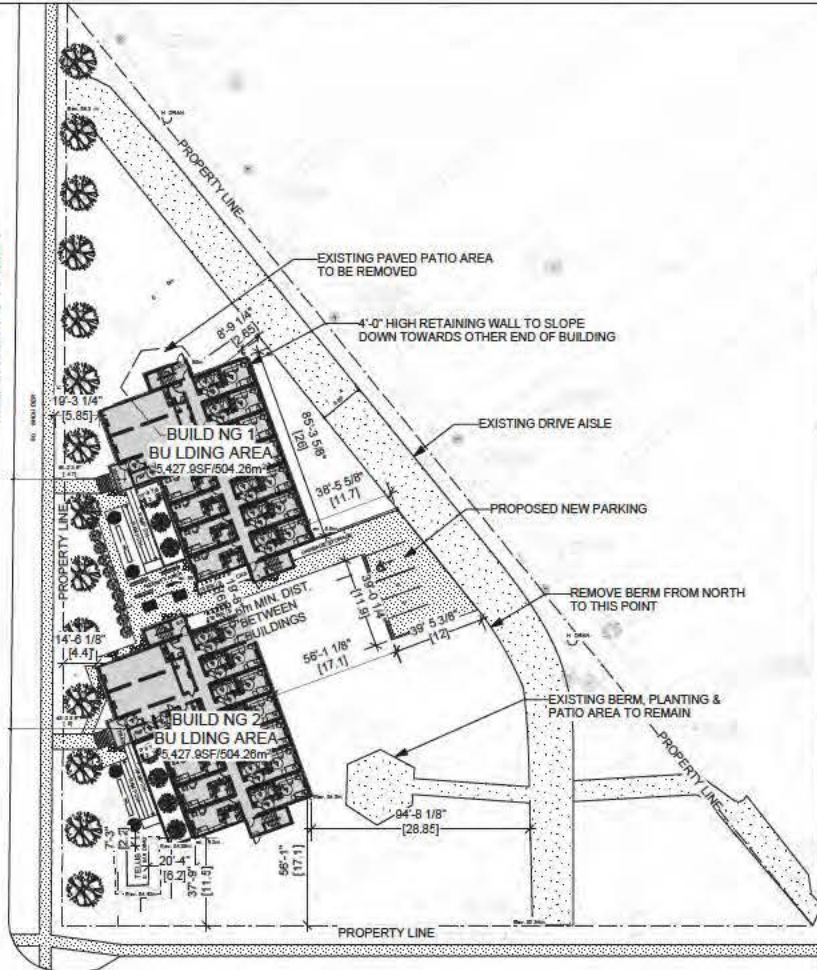


GENERAL NOTES

1. BUILD NG SET BACK 15M FROM ROAD AT FD MAX. DISTANCE TO ALLOW CLEARANCE OF EXISTING TREES AT STREET
2. EXISTING NORTHERN PAVED PATIO & BERM TO BE ALTERED TO ALLOW SECOND BUILDING
3. EXISTING PAVED DRIVE AISLE TO REMAIN
4. NEW SIDEWALK ACCESS FROM STREET
5. CURRENT LAYOUT BASED ON SINGLE COMMON MODULE FOOTPRINT
6. BUILDINGS SET AT 6M LIMITING DISTANCE FROM EACH OTHER - REQ'D BY CODE

For reference only.

HEATHER STREET



59TH AVE. WEST

A. 10/11/17 FOR REV EW

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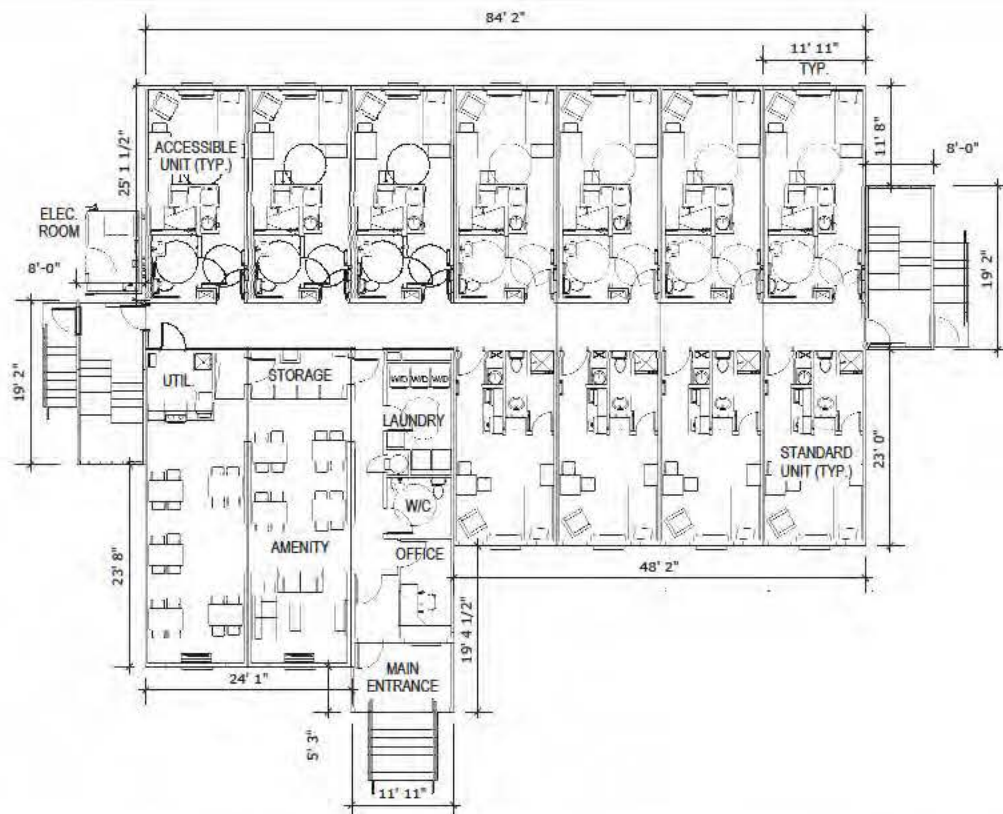
BONI • MADDISON
Architects

3782 West Broadway
Vancouver, B.C. V6R 2C1
T: 604.688.5894
F: 604.688.5899
E: info@bonimaddison.com

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** NOTE ** CONCEPTUAL LAYOUT SUBJECT TO REFINEMENT WITH DETAILED ENGINEERING – ALL DIMENSIONS ARE NOMINAL – FF&E STILL TO BE FINALIZED

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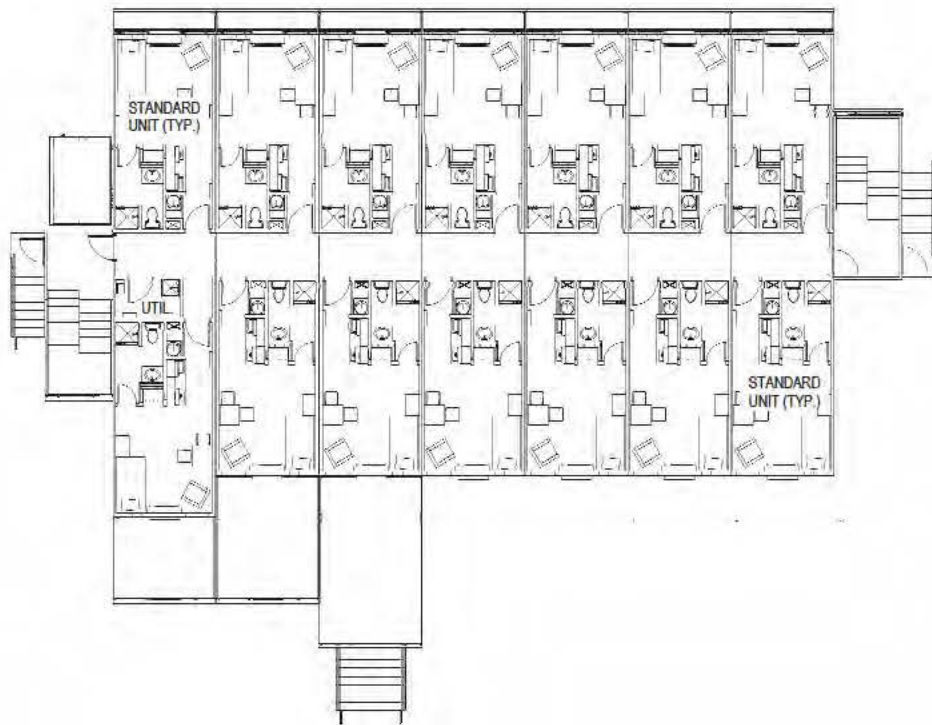
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BC HOUSING
220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - MAIN FLOOR

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BC HOUSING
220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - 2nd FLOOR

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BC HOUSING
220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - 3rd FLOOR

DWG # :
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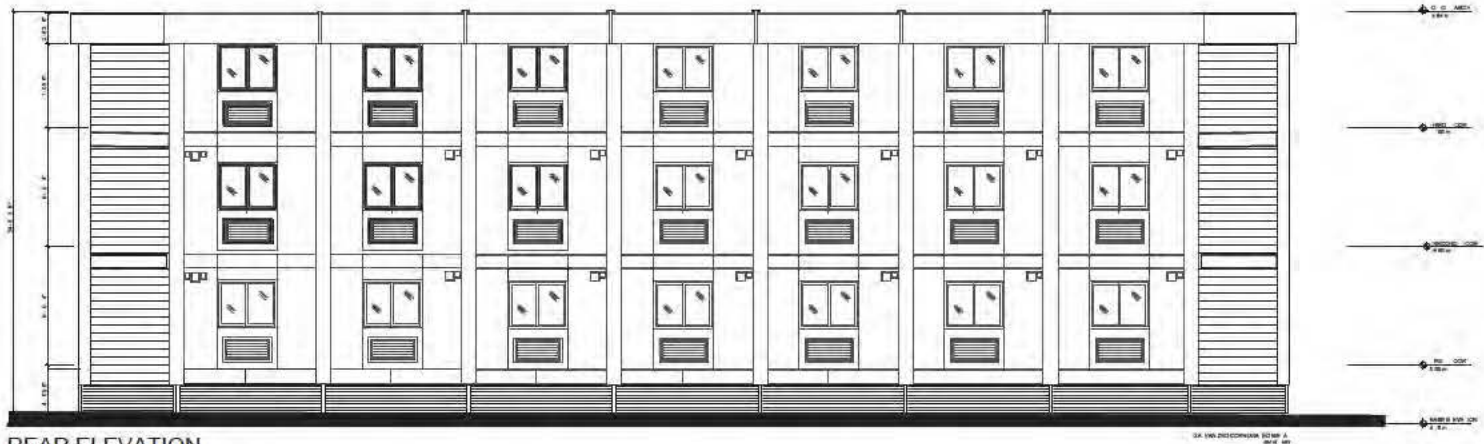
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BC Housing

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REAR ELEVATION

Q.A. 1965-2002 CONSUMPTION OF FISH AND
WATER

* NOTE: CONCEPTUAL LAYOUT IS SUBJECT TO REVISIONS WITH DETAILED ENGINEERING - ALL TIMINGS ARE APPROXIMATE - FINAL TO BE FINALIZED

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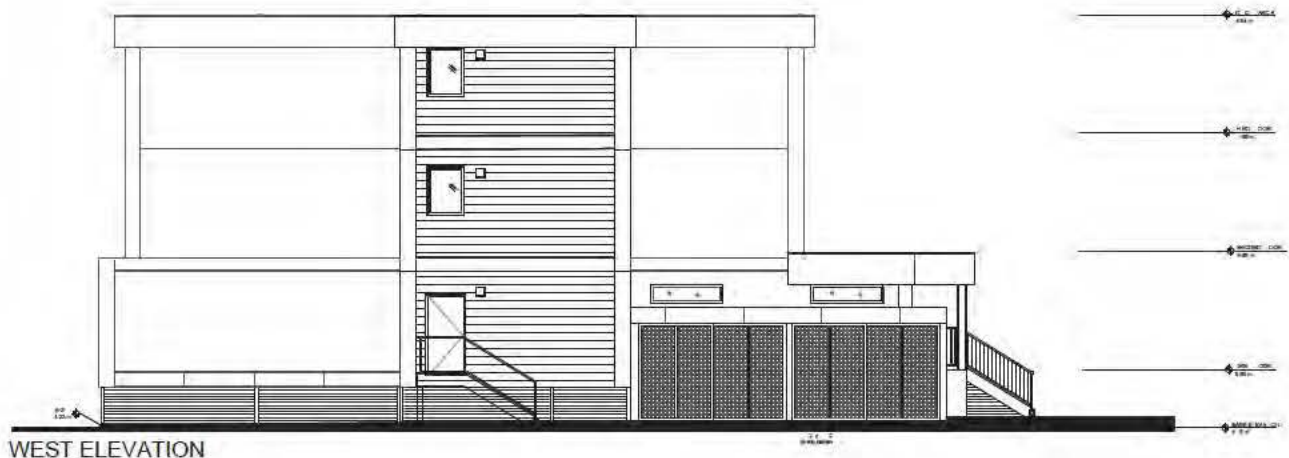
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BC Housing

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AE-011-020



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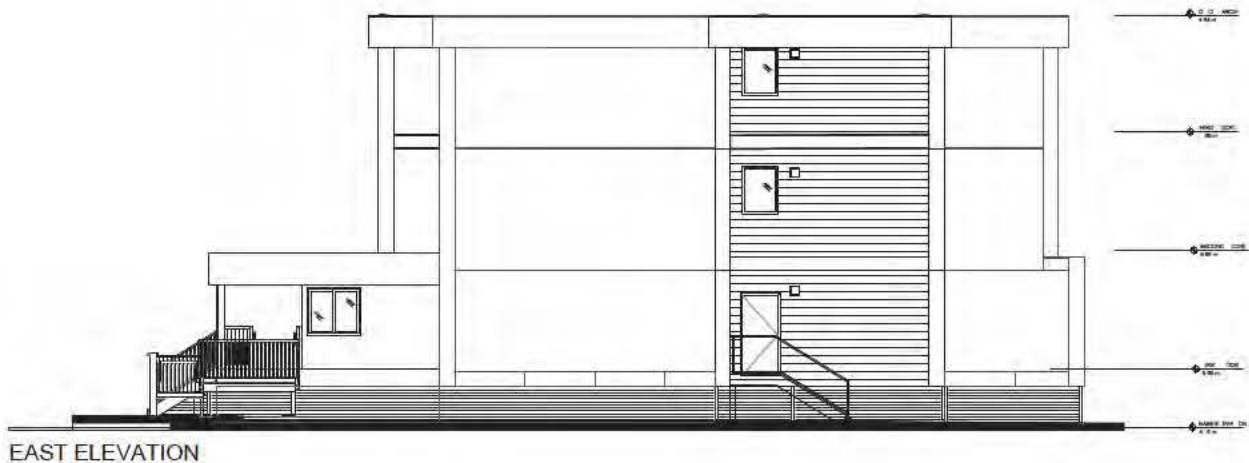
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BC Housing
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EAST ELEVATION

NOTE - CONCEPTUAL LAYOUT SUBJECT TO PERMIT WITH DETAILED ENGINEERING - ALL DIMENSIONS ARE NOMINAL - PRICE \$10.00 PER FAULT

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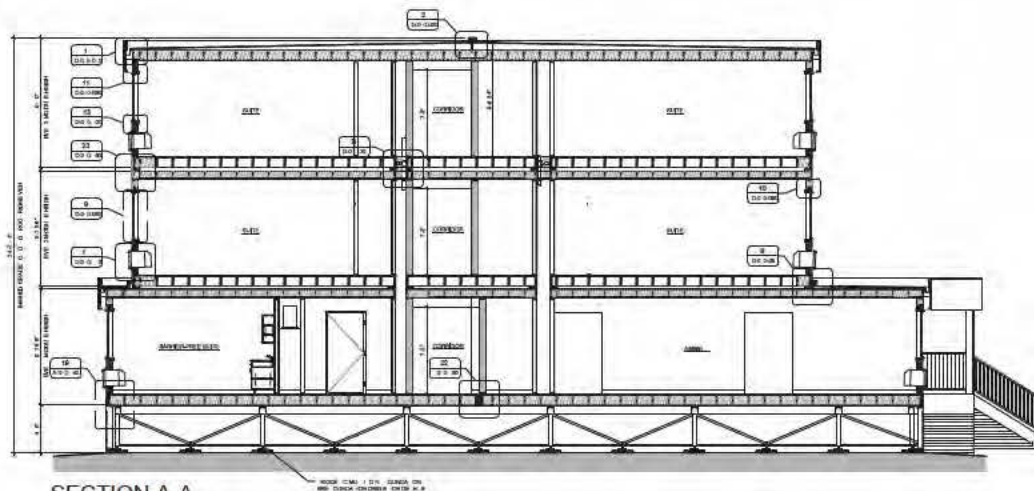
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BC Housing

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SECTION A-A

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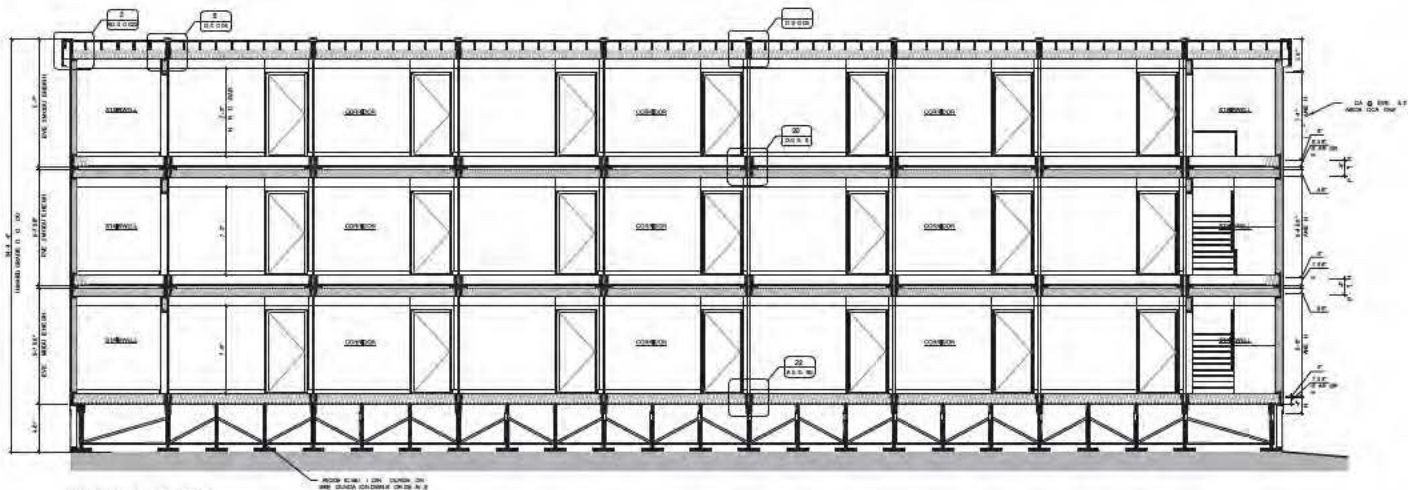
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BC HOUSING
220 TERMINAL CONCEPT BUILDINGS
VANCOUVER, BC
COMPLEX CROSS SECTION A-A'

DWG No:
AS-011-010



SECTION B-B

*NOTE: CONCEPTUAL LAYOUT SUBJECT TO REVISIONS WITH DETAILED ENGINEERING - ALL DIMENSIONS ARE NOMINAL - (TOLERANCE TO BE FURNISHED)

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BC HOUSING
220 TERMINAL CONCEPT BUILDINGS
VANCOUVER, BC
COMPLEX LONG SECTION B-B'

DWG No:
AS-011-011



HORIZON NORTH



BC HOUSING

BC Housing

Vancouver, BC

Housing First Initiative- Modular Housing

“220 Terminal Concept” Specification

P24105

Request for Bid No. PSVAHA2017-06

Revision 2

[NOTE: Change Order Items Have Not Been Added]

Date Revised: October 13, 2017

1.0 Code Requirements

1.1 Code References

1.1.1	General	Vancouver Building By-Law - Part 9 (2014)
1.1.2	Energy Code	Vancouver Building By-Law – Part 10 (2014)
1.1.3	Air Quality	ANSI/ASHRAE 62 “Ventilation for Acceptable Indoor Air Quality” (As per ABC Part 10.5.1.3 Ventilation)
1.1.4	Electrical	Canadian Electrical Code - Part 1 (2015)
1.1.5	Plumbing	British Columbia Plumbing Code (2012)
1.1.6	Sprinklers	NFPA 13R
1.1.7	Fire	British Columbia Fire Code (2012)
1.1.8	Fire Alarm	NFPA 72 National Fire Alarm Code

1.2 Permits

1.2.1	Building Permit included
1.2.2	CSA A277 Class 8131 01 Factory Constructed Buildings

1.3 Engineering Requirements

1.3.1	Stamped architectural drawings signed by an Architect registered in the Province of British Columbia
1.3.2	Stamped structural drawings signed by a Structural Engineer registered in the province of British Columbia
1.3.3	Sprinkler Drawings and schedules sealed and signed by Engineers registered in the Province of British Columbia
1.3.4	Foundation designed to Vancouver Building By-Law seismic standards w/ limited soil disturbance.
1.3.5	Building Envelope certified by a Building Envelope Consultant registered in the Province of British Columbia

2.0 Design Criteria - Vancouver, BC

2.1 Structural

2.1.1	Ground snow load (Ss)	1.8 kPa
2.1.2	Rain load (Sr)	0.2 kPa
2.1.3	Snow load	1.64 kPa (34.3 PSF)
2.1.4	Wind load (1/50)	0.48 kPa
2.1.5	Floor live load	4.8 kPa (100 PSF) throughout unless noted otherwise
2.1.6	Floor live load	2.4 kPa (50 PSF) toilet areas
2.1.7	Floor live load	1.9 kPa (40 PSF) bedrooms
2.1.8	Floor live load	1.9 kPa (40 PSF) corridors above first storey

2.2 Mechanical

2.2.1	Interior design temp	22°C (71.6°F)
2.2.2	Min. exterior design temp (2.5%)	-7°C (19.4°F)
2.2.3	Max. exterior design temp (2.5% dry bulb)	26°C (84.2°F)
2.2.4	Temperature differential (Heating)	29°C (78.8°F)

2.2.5	Temperature differential (Cooling)	4°C (39.2°F)
2.2.6	Elevation above sea level	15m (49.2 ft)
2.2.7	Degree days below 18°C	2925

2.3 Electrical

- 2.3.1 Power supply 120/208 Volt 3 phase service
- 2.3.2 Power source BC Hydro (Highline Utility, feeder cable to main panel-not included)
- 2.3.3 Lighting Levels:
 - a. 10 foot candles – Corridors
 - b. 20 foot candles – Washrooms and Laundry
 - c. 50 foot candles – Throughout unless as noted

2.4 Energy

2.4.1 VBBL Part 10 Target values for Zone 5

Roof = 5.46 RSI (R31) Floor = 5.46 RSI (R31) Wall= 3.60 RSI (R20)

2.4.2 Fenestration requirements

Min. performance grade: 30
 Min. positive design pressure: 1440 PA
 Min. negative design pressure: 1440 PA
 Min. water penetration test pressure: 290 PA
 Min. air infiltration/exfiltration: A2

3.0 Colour/Finish Schedule

3.1 Exterior (subject to change based on material availability)

- 3.1.1 Roof Black
- 3.1.2 Fascia To be confirmed
- 3.1.3 Flashings To be confirmed
- 3.1.4 Siding To be confirmed
- 3.1.5 Window/Door Flashing To be confirmed
- 3.1.6 Soffit To be confirmed
- 3.1.7 Window/Door Trim To be confirmed
- 3.1.8 Steel Doors To be confirmed
- 3.1.9 Exterior Windows Black outside/White inside
- 3.1.10 Siding color 1 (panel) To be confirmed
- 3.1.11 Siding color 2 (plank) To be confirmed
- 3.1.12 Siding Color 3 (panel) To be confirmed
- 3.1.13 "DecTec" flooring Classic Grey (stair landing and ramp)

3.2 Interior (subject to change based on material availability)

- 3.2.1 Vinyl covered ceiling Class I, Adobe White
- 3.2.2 Walls Class I, Heather Champagne
- 3.2.3 Suite Floors (vinyl) Tarkett FiberFloor-PRO12 Berkshire Oak Grey 33503
- 3.2.4 Suite Washrooms Floor Tarkett Standard Plus 3068 494

3.2.5	Common Areas Floor	IQ Granit 382 Yoga
3.2.6	T-Bar ceiling	White (universal washroom, Office, corridors,)
3.2.7	Casings	Prefinished, #3002 profile, Try Cherry
3.2.8	Suites Base (vinyl)	Johnsonite #63 Burnt Umber
3.2.9	Common Area/Washrm	Pewter #38
3.2.10	Plastic laminate	Pionite PFA54 Suede Streets of San Francisco
3.2.11	Window liners	Prefinished White PVC
3.2.12	Window drapes	Nova 0870, color 019 Brown
3.2.13	Electrical Devices	White
3.2.14	Appliances	White except stainless steel cooktop
3.2.15	Cabinets/Millwork	White
3.2.16	Millwork	Brown Pearwood (PTAC Shelf)
3.2.17	Furniture	Chocolate Pear
3.2.18	Doors	(Hollow) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss (Solid) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss (Steel) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss
3.2.19	Door Labels	Black w/ White Letters (Lamacoid)
3.2.20	Handrails (stairwells)	Powder coated aluminum, Black
3.2.21	Backsplash	Daltile – Beach DK04 with grout #14 Biscuit

4.0 Construction

4.1 Foundation (Site installed)

- 4.1.1 Galvanized multipoint foundation frame
- 4.1.2 5x8 wood bearing plate on galvanized multipoint foundation frame over compacted gravel base and tensile fabric "Tensar"

4.2 Exterior Stairs, Ramp and Landings (Site installed)

- 4.2.1 Wood exit stairs with aluminum handrail and pony wall guardrail
- 4.2.2 non-slip floor over 3/4" pressure treated plywood with 2x6 wood frame and aluminum railing system (ramp)
- 4.2.3 vinyl decking, aluminum railing system (entry porch)

4.3 Skirting (Site install)

- 4.3.1 30ga. perforated / corrugated metal siding (horizontally installed) complete with metal flashings
- 4.3.2 2x4 treated wood studs at 24" on centre, kiln dried, SPF #2 or better

4.4 Other (Site install)

- 4.4.1 Supply and install lockable waste / recycling enclosures
- 4.4.2 Supply and install secured bike storage
- 4.4.3 Supply and install electrical module for BC Hydro main service

5.0 Roof Assemblies

5.1 Ceiling Finishes

- 5.1.1 A: 1 layer 1/2" type-c vinyl clad gyproc class 1, 20 FSR screwed to joists, white rosettes and battens (Level 3)
- 5.1.2 B: T-Bar suspended ceiling, 2x4 prefinished tiles, pre-finished white TEE and Angle mouldings, 70 FSR below 2 layers 1/2" type C standard gyproc, Class 1, 20 FSR screwed and fire caulked (corridors)
- 5.1.3 C: 2 Layer – 1/2" type C vinyl clad gyproc, screwed to joists, white rosettes (Levels 1 & 2)

5.2 Roof – Level 3

- 5.2.1 Fall protection
- 5.2.2 Backing for fall protection
- 5.2.3 Continuous roof ridge venting c/w bug screen & 26 Ga. Galvanized metal cap
- 5.2.4 45 mil. EPDM roofing
- 5.2.5 1/2" OSB sheathing, glued and ring nailed
- 5.2.6 Upstand-2x10 reverse taper (7 3/4" to 1 1/2") over junction walls only
- 5.2.7 2x10 tapered from 7 3/4" to 1 1/2" at 16" on centre, kiln dried, SPF #2 or better
- 5.2.8 2x10 roof joists at 16" on centre, kiln dried, SPF #2 or better
- 5.2.9 R31, or better, friction fit insulation
- 5.2.10 End and rim joists (refer to roof-framing plans)
- 5.2.11 6 mil. vapour barrier
- 5.2.12 32" high Fascia parapet c/w 2x4 framing and vented metal soffit
- 5.2.13 5" gutters and 4" downspouts
- 5.2.14 See ceiling finishes

5.3 Roof – Level 1 and 2

- 5.3.1 45 mil. EPDM roofing
- 5.3.2 1/2" OSB sheathing, glued and ring nailed
- 5.3.3 Upstand-2x10 reverse taper (7 3/4" to 1 1/2") over junction walls only (Level 1)
- 5.3.4 2x10 tapered from 7 3/4" to 1 1/2" at 16" on centre, kiln dried, SPF #2 or better
- 5.3.5 2x8 roof joists at 16" on centre, kiln dried, SPF #2 or better
- 5.3.6 R20, or better, friction fit insulation
- 5.3.7 End and rim joists (refer to roof-framing plans)
- 5.3.8 6 mil. vapour barrier
- 5.3.9 Vented metal soffits exposed roof areas only
- 5.3.10 32" high Fascia parapet c/w 2x4 framing and vented metal soffit as applicable (Level 1)
- 5.3.11 Gutters and downspouts
- 5.3.12 See ceiling finishes

6.0 Floor Assemblies

6.1 Floor Finishes

- 6.1.1 2.0mm commercial grade homogenous sheet vinyl, pre-waxed, seams welded (throughout, except as noted)

6.2 Floor – Level 2 and 3

- 6.2.1 2 layers 2x6 sleepers on three sides of module
- 6.2.2 3/8" plywood undersheathing, glued and ring nailed and painted
- 6.2.3 2x10 floor joists at 16" on centre, kiln dried, SPF #2 or better
- 6.2.4 End and rim joists (refer to roof-framing plans)
- 6.2.5 Raised floor under mop sink (storage room @ each floor)
- 6.2.6 5/8" T&G plywood subfloor, select fir, glued, ring nailed and screwed
- 6.2.7 3/8" nominal, plywood underlayment board, 'U-lay' or equal, glued and mechanically fastened to subfloor
- 6.2.8 See floor finishes

6.3 Floor – Level 1

- 6.3.1 1 layer 2x6 sleepers on three sides of module
- 6.3.2 3/8" plywood undersheathing, glued and ring nailed and painted
- 6.3.3 2x10 floor joists at 16" on centre, kiln dried, SPF #2 or better
- 6.3.4 End and rim joists (refer to roof-framing plans)
- 6.3.5 Raised floor under mop sink
- 6.3.6 R31, or better, friction fit fibreglass batt insulation
- 6.3.7 5/8" T&G plywood subfloor, select fir, glued, ring nailed and screwed
- 6.3.8 3/8" nominal, plywood underlayment board, 'U-lay' or equal, glued and mechanically fastened to subfloor
- 6.3.9 See floor finishes

7.0 Wall Assemblies

Wall/Ceiling height = 8'-0 1/4" (Throughout except as noted)
6'-10" Dropped Ceilings

7.1 Wall Finishes

- 7.1.1 Fiber cement panels
- 7.1.2 Fiber cement plank
- 7.1.3 Galvanized corrugated metal (skirting siding)
- 7.1.4 1/2" type-c vinyl clad gyproc (throughout except as noted below)
- 7.1.5 5/8" type-x vinyl clad gyproc (exterior walls) (Energy Code)
- 7.1.6 5/8" type-x vinyl clad gyproc (fire rated rooms)
- 7.1.7 FRP paneling over 1/2" type-c raw gyproc (around mop sinks)
- 7.1.8 5/8" Abuse-resistant gyproc (4' above finish floor line in corridors laundry, utility, storage and amenity area.)
- 7.1.9 1/2" type-c vinyl clad gyproc over 1/2" raw gyproc (W8b)

7.2 Exterior Walls

EW 1

- 7.2.1 2" wide metal batten 26 ga.
- 7.2.2 Fibre cement siding complete with fascia, trims and flashings
- 7.2.3 3/8" x 2 1/2" treated vertical plywood strapping at 16" o.c.

- 7.2.4 Self-adhesive weatherproofing membrane with gussets at all openings
- 7.2.5 Building wrap, installed horizontally
- 7.2.6 3/8" sheathing, OSB, glued and ring nailed
- 7.2.7 2x6 studs at 16" on centre, kiln dried, SPF #2 or better
- 7.2.8 R20 friction fit insulation
- 7.2.9 1x4 belt rails, dadoed into studs, 2 rows equally spaced
- 7.2.10 6 mil. poly vapour barrier
- 7.2.11 See wall finishes

EW 2

- 7.2.12 2" wide metal batten 26 ga.
- 7.2.13 Fiber cement siding complete with fascia, trims and flashings
- 7.2.14 3/8" x 2 1/2" treated vertical plywood strapping at 16" o.c.
- 7.2.15 Insect screen (80% open)
- 7.2.16 1 1/4" Roxul comfort board rigid insulation (min. R4) continuous
- 7.2.17 Self-adhesive weatherproofing membrane with gussets at all openings
- 7.2.18 Building wrap, installed horizontally
- 7.2.19 3/8" sheathing, OSB, glued and ring nailed
- 7.2.20 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- 7.2.21 R12 friction fit insulation
- 7.2.22 1x4 belt rails, dadoed into studs, 2 rows equally spaced
- 7.2.23 6 mil. poly vapour barrier
- 7.2.24 See wall finishes

7.3 Interior Walls (throughout except as noted)

- 7.3.1 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- 7.3.2 See wall finishes

7.4 Interior Walls (corridors) STC 50 W8b

- 7.4.1 2x6 top and bottom plate, kiln dried, SPF #2 or better
- 7.4.2 2x4 staggered studs at 16" on centre, kiln dried, SPF #2 or better
- 7.4.3 Double foam gasket on top plate
- 7.4.4 R12 friction fit insulation to one side
- 7.4.5 3/8" OSB sheathing below wall finish (shear wall locations)
- 7.4.6 See wall finishes

7.5 Junction Walls (STC 50 W1c typ. to suite junction walls)

- 7.5.1 Building wrap as required
- 7.5.2 3/8" sheathing, OSB, glued and ring nailed
- 7.5.3 2x4 studs at 16" on centre, kiln dried, SPF #2 or better
- 7.5.4 R12 friction fit insulation
- 7.5.5 See wall finishes

8.0 Doors

8.1 Keying

- 8.1.1 No Master Key, Office keyed to #24
- 8.1.2 All other doors keyed to #30
- 8.1.3 Doors to be fire rated where required

8.2 Exterior Doors

Note: All exterior doors to have metal top cap installed

8.2.1 Main Entry

- 8.2.1.1 3'-0" x 6'-8" Single insulated metal doors, knock-down expandable steel frame, exit panic hardware with lever handle lockset, automatic closer, 23x60 door lite, weather-stripping, aluminum threshold, electronic VingCard strike with manual key override

8.2.2 Fire Exits at Stair module

- 8.2.2.1 3'-0" x 6'-8" Single insulated metal doors, knock-down expandable steel frame, exit only panic (push bar) hardware with alarm, automatic closer, weather-stripping, aluminum threshold

8.2.3 Electrical Room Module

- 8.2.3.1 3'-0" x 6'-8" Single insulated metal door, knock-down expandable steel frame, lockset, automatic closer, weather-stripping, aluminum threshold

8.3 Interior Doors

NOTE: All interior steel doors to have metal top cap installed

8.3.1 Suites

- 8.3.1.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, lever handle passage with VingCard, viewer (mounted 60" above FFL) overhead closer, door stop, rubber door sweep, smoke seal gasket, door stop

8.3.2 Washroom

- 8.3.2.1 2'-0" x 6'-8" Single hollow core wood doors, wood frame, lever handle privacy set, door stop
- 8.3.2.2 3'-0" x 6'-8" Single hollow core wood doors, wood frame, lever handle privacy set, door stop (Handicap suites)

8.3.3 **Storage**

8.3.3.1 2'-6" x 6'-8" Single non-insulated metal doors, 45 min FRR, knock-down expandable steel frame, lever handle lockset, overhead closer, door stop, rubber door sweep, smoke seal gasket

8.3.4 **Utility Room**

8.3.4.1 3'-0" x 6'-8" Single non-insulated metal doors, 45 min FRR, knock-down expandable steel frame, lever handle lockset, overhead closer, door stop, rubber door sweep, smoke seal gasket

8.3.5 **Vestibule**

8.3.5.1 3'-0" x 6'-8" Single non-insulated metal doors, knock-down expandable steel frame, push/pull hardware, overhead closer, 23x60 door lite, door stop

8.3.6 **Office**

8.3.6.1 3'-0" x 6'-8" Single non-insulated metal door, knock down expandable steel frame, lever handle lockset, 23 x 19 3/4 door lite, door stop

8.3.7 **Universal Washroom**

8.3.7.1 3'-0" x 6'-8" Single non-insulated metal door, knock-down expandable steel frame, lever handle privacy set, door stop

8.3.8 **Exit Door (to Stairs)**

8.3.8.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, exit panic hardware, lever handle passage set, overhead closer, 6 x 19 3/4 sealed half lite, aluminum threshold, rubber door sweep, smoke seal, door stop

8.3.9 **Laundry**

8.3.9.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, lever handle passage set, overhead closer, door stop

8.3.10 **Hot Water Tank**

2'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, lever handle lockset, overhead closer, door stop

9.0 **Windows**

Fenestration requirements

Min. performance grade: 30

Min. positive design pressure: 1440 PA

Min. negative design pressure: 1440 PA

Min. water penetration test pressure: 220 PA

Min. air infiltration/exfiltration: A2

9.1 Exterior Windows

- 9.1.1 5'-0" x 4'-0" vinyl nail on flange, horizontal slider, ½" sealed air, low E argon gas filled, insect screens, drapes (suites only) PVC window liner
- 9.1.2 7'-6" x 4'-0" steel frame, GPW glass, fire-rated 45min
- 9.1.3 6'-0" x 1'-6" vinyl nail on flange, fixed, ½" sealed air, low E argon gas filled, PVC window liner
- 9.1.4 3'-0" x 4'-0" vinyl nail on flange, fixed, ½" sealed air, low E argon gas filled, (exit stairs/office) PVC window liner
- 9.1.5 4'-6" x 4'-0" vinyl nail on flange, horizontal slider, ½" sealed air, low E argon gas insect screen, PVC window liner

9.2 Interior Windows

- 9.2.1 4'-0" x 4'-0" Fixed single glass window, laminated, melamine frame (Reception to Vestibule at Main Entry)

10.0 Mouldings and Finishings

10.1 Mouldings

- 10.1.1 Base 2 ½" vinyl base (throughout unless noted otherwise) – Cove-up floor in Washrooms and Laundry
- 10.1.2 Casing Prefinished wood #3002
- 10.1.3 Battens Vinyl clad wood battens (to match wall finish)
- 10.1.4 Battens Wide vinyl clad wood battens (to match wall finish) – chair rail, corridor junctions, junctions between storeys at stairwells
- 10.1.5 Window liners Prefinished PVC, integrated with window frame
- 10.1.6 Ceiling Vinyl clad wood battens to match ceiling

10.2 Junction Materials

- 10.2.1 Roof 30ga. cap over EPDM strip over site installed screwed plywood sheathing
- 10.2.2 Exterior wall fiber cement panels
- 10.2.3 Interior wall 1x5 finger-jointed wood, painted
- 10.2.4 Ceiling T-Bar suspended ceiling over site installed screwed plywood sheathing
- 10.2.5 Steel door frame Vinyl clad gyproc returns
- 10.2.6 Floor Floor cut back, site installed screwed plywood sheathing site seamed flooring
- 10.2.7 Wall envelope Batt insulation between modules
- 10.2.8 Floor envelope Batt insulation between modules
- 10.2.9 Roof envelope Batt insulation between modules

10.3 Stair finishing

- 10.3.1 Handrails Powder coated aluminum with brackets, splices and end caps
- 10.3.2 Nosing Metal

11.0 Millwork

11.1 Millwork Construction

- 11.1.1 Countertops: plastic laminate with back splash where required
- 11.1.2 Cabinets: melamine with particle board core
- 11.1.3 Doors: melamine with particle board core
- 11.1.4 Hardware: 4" D-pulls, brushed nickel

11.2 Millwork Items

- 11.2.1 For millwork in suites, see Equipment and Furniture
- 11.2.2 Upper cabinets, shelves and doors, (suites)
- 11.2.3 Counters with doors, drawers and shelving below (suites)
- 11.2.4 Upper cabinets with doors and shelves (amenity room)
- 11.2.5 Counters with doors, drawers and shelving below (amenity room)
- 11.2.6 Open under vanities (HC washrooms in suites)
- 11.2.7 Enclosed vanities with doors (suites)
- 11.2.8 Shelf over PTAC, 48"x 8"
- 11.2.9 Office desk with drawers

12.0 Furniture, Fixtures and Equipment

12.1 General

- 12.1.1 Storage shelving, 30x18, 3 tier, epoxy coated wire (storage room)

12.2 Suite Furnishings

- 12.2.1 Single-size metal bed frame with box spring and mattress
- 12.2.2 Closet shelf and rod
- 12.2.3 48" flat-panel television (amenity room)
- 12.2.4 Dining table (suites)
- 12.2.5 30"x19" dresser c/w finished back
- 12.2.6 Sled-style chair (suites and amenity room)
- 12.2.7 Club chair (suites)
- 12.2.8 Towel bar (suites)
- 12.2.9 Double robe hook (suites and universal washroom)
- 12.2.10 Toilet paper holder
- 12.2.11 Shower curtain
- 12.2.12 Grab bars (HC washrooms)
- 12.2.13 Mirrors

12.3 General Appliances

- 12.3.1 Residential refrigerator with freezer (amenity room)
- 12.3.2 Residential microwave (amenity room)
- 12.3.3 Bar fridge (suites)
- 12.3.4 2-burner electric cooktop with range hood (suites)

13.0 Mechanical

13.1 Mechanical Equipment

- 13.1.1 PTAC units, electric, 2 kW, wall mounted, hidden vent
- 13.1.2 Kitchen exhaust hoods (ducted to outdoors)
- 13.1.3 Suite washroom exhaust fans, 2-speed "Broan ZB90LC" or equal (ducted to outdoors)
- 13.1.4 Universal washroom/laundry exhaust fan, 90 cfm (ducted to outdoors)
- 13.1.5 Amenity room/corridors/stairs exhaust fan switched with lights (ducted to outdoors)
- 13.1.6 "Thermolec" FER -8-3-240/1 make up air system, electric (at each floor)
- 13.1.7 500, 750, 1000 Watt electric baseboard heaters, built in thermostats (see plans for locations)
- 13.1.8 2000 Watt electric fan heaters, built in thermostats (entries/exits)
- 13.1.9 Corridor exhaust fans, wall-mounted, 70 CFM (quantity to suit building configuration)

14.0 Plumbing

14.1 Plumbing Distribution

- 14.1.1 Water distribution pipes 1" and less to be PEX
- 14.1.2 Water distribution pipes larger than 1" to be Aquatherm
- 14.1.3 Water lines concealed where possible
- 14.1.4 Drain, waste, vent system to be ABS
- 14.1.5 Water and drain rough-ins for future washer and dryers in laundry facilities
- 14.1.6 Vents concealed

14.2 Plumbing Fixtures

- 14.2.1 Electric hot water tanks, ("AO Smith" SS12SEB30 1P, 240V 3000W) 12 US gallons c/w QS-50 Quick Strap galvanized strap with bolts, clips and nuts, (suites)
- 14.2.2 Electric hot water tank, ("AO Smith" DRE-52-12 208V, 3P 12000W) 50 US gallons (laundry room)
- 14.2.3 Water closets
- 14.2.4 Accessible water closets
- 14.2.5 Vanity sinks with faucets
- 14.2.6 Accessible vanity sinks with faucets
- 14.2.7 Kitchen sinks with faucets, single compartment (suites and amenity room)
- 14.2.8 32"x32" fibreglass showers with faucets
- 14.2.9 Accessible fibreglass showers with faucets
- 14.2.10 Mop sinks with faucets
- 14.2.11 Floor drains (wet locations -- see plans for additional information)
- 14.2.12 Laundry sink with faucet

15.0 Fire Suppression

- 15.1.1 Sprinkler system NFPA 13R, piping concealed where possible
- 15.1.2 Fire extinguishers as per NFPA 10 c/w wall brackets

16.0 Electrical and Communications

16.1 Electrical Service

- 16.1.1 600A 120/208V 3 phase service entrance distribution
 - BC Housing approved pull station
 - Disconnect switch
 - BC Housing CT section
 - BC Housing meter base
 - Sub-feed breakers for each sub-distribution panel (400A x 3)
- 16.1.2 400A 120/208V 3 phase sub-distribution panels (one at each storey)
- 16.1.3 60A 120/240 1 phase suite panels wired to corridor
- 16.1.4 Feeders for sub-distribution panels & suite panels (site installed)
- 16.1.5 Transformer 225KVA-600V:120/208V 3P

16.2 Lighting

- 16.2.1 Exterior LED light fixtures with photocell
- 16.2.2 Interior LED ceiling mounted light fixtures
- 16.2.3 Interior compact fluorescent ceiling mounted light fixtures
- 16.2.4 Illuminated exit signs and emergency lighting (to suit building configuration)

16.3 Devices

- 16.3.1 Light switches, white
- 16.3.2 Duplex receptacles, white
- 16.3.3 GFI receptacles, white (vanities, kitchen counters)
- 16.3.4 Exterior weatherproof receptacles
- 16.3.5 Fridge receptacle
- 16.3.6 Junction boxes for hardwired heat trace c/w self-regulating heat trace cable
- 16.3.7 Heat trace controller

16.4 Fire Alarm

- 16.4.1 Addressable fire alarm system
- 16.4.2 Fire alarm panel, detectors, mini horns in suites, horn/strobe combos, pull-stations, shut down relays (to suit building configuration)
- 16.4.3 Smoke alarm in suites

16.5 Communications

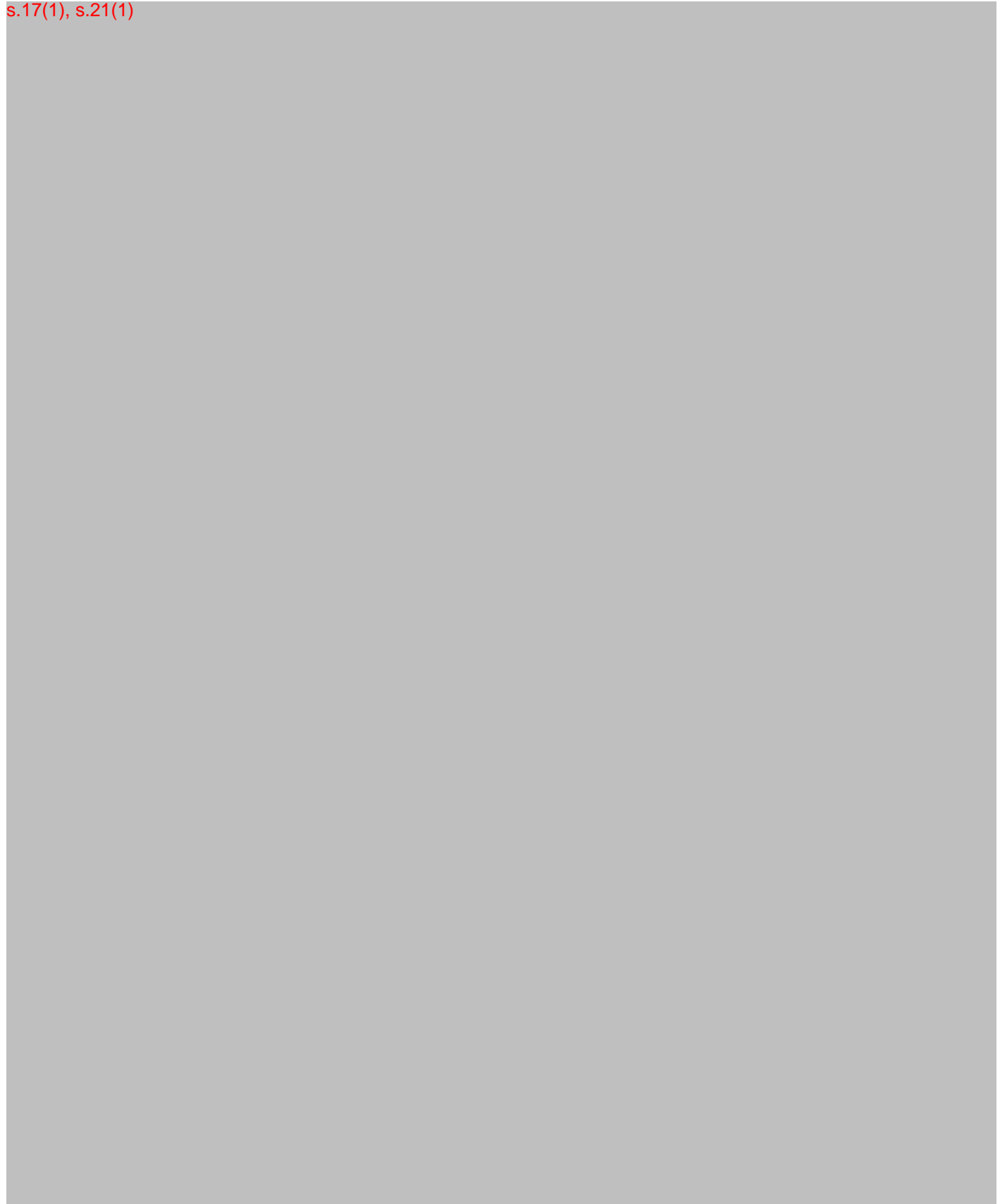
- 16.5.1 Service connections not included
- 16.5.2 Tele/Data outlet box with blank face plate with conduit through floor, (office and amenity room) conduit to hallway

ID	SECTION	RESPONSIBILITY			COMMENTS/NOTES
		HN	BC Housing	N/A	
1.0.	SECTION 1 - FORM OF AGREEMENT				
1.1	CCDC 14		✓		
2.0.	SECTION II - CONDITIONS OF AGREEMENT				
2.1	Modified BC Housing Supplemental General Conditions		✓		Approved by Horizon North and BC Housing
3.0.	SECTION III - PROJECT EXECUTION				
3.1	Permits and Approvals				
3.1.1	Legal Survey Plan / Title Search		✓		
3.1.2	Zoning Approval		✓		
3.1.3	Environmental Site Assessment / Site Profile		✓		
3.1.4	Geotechnical Assessment / Report		✓		
3.1.5	Development Permit Application	✓			Application by Horizon North, any fees and levies by Owner
	.1 DP and DCC Fees		✓		
3.1.6	Building Permit Application	✓			Application by Horizon North, any fees and levies by Owner
	.2 BP Fees		✓		
3.1.7	Ministry of Transportation and Highways Approval	✓			Transportation of Modules
3.2.	Construction				
3.2.1	Construction Survey / Layout	✓			
3.2.2	Site/Soil Remediation		✓		Excluded
3.2.3	Site Clearing and Stripping	✓			Cost plus 10%
3.2.4	Earthworks	✓			Cash Allowance
3.2.5	Earthworks - Erosion control and Dewatering	✓			Cash Allowance
3.2.6	Building Modules - Foundation	✓			Galvanized steel and aluminum, 3 dimensional, reinforced space frame
3.2.7	Building Modules - Supply and install	✓			
3.2.8	Mechanical/HVAC System	✓			
3.2.9	Plumbing	✓			
3.2.10	Fire Protection	✓			
3.2.11	Building Automation System & HVAC Controls	✓			
3.2.12	Paving		✓		Excluded
3.2.13	Landscaping Softscape and Hardscape, Bike Storage and Garbage Enclosures, and irrigation.	✓			
3.3.	On-site Civil				
3.3.1	Connection Fees		✓		
3.4	Off-site Civil (Services and Utilities)		✓		To inside of property line including risers to within building envelope.
3.4.1	Design, Tie-in and Connection Fees		✓		
3.4.6	Electrical		✓		
	BC Hydro Application for service		✓		Application by owner, HN to provide design details associated with building
	BC Hydro Connection to Electrical Room		✓		Co-ordination of service by owner
3.4.8	Fire Alarm Monitoring		✓		Assumes remote monitoring, by Owner
3.4.9	IT/Communication	✓	✓		Application & Coordination by Owner, Rough in by Horizon North.
	Service provider to supply main distribution and central head unit.		✓		Main distribution equipment provided by other, HN to bring cable rough in to electrical room.
3.5	Cleaning and Waste Management	✓			
3.6	Closeout Procedures	✓			
3.7	Closeout Submittals	✓			
3.7.1	Maintenance Contracts		✓		
4.0.	SECTION IV - TECHNICAL INFORMATION				
4.1	Utility Tie-ins		✓		City engineering, design and connection details to be provided to HN
5.0.	SECTION V - FUNCTIONAL SPECIFICATIONS				
5.1	Project Description				
5.2.	General Project Requirements	✓			
5.2.1	Building Performance Requirements	✓			
5.2.2	Facility Shell Performance Requirements	✓			
5.2.3	Interiors Performance Requirements	✓			
5.2.4	Facility Services Performance Requirements	✓			
5.2.5	Equipment and Furnishings Performance Requirements	✓	✓		As per approved specifications.
5.2.6	Site Construction Performance Requirements				
5.3	SECTION V: WASTE MANAGEMENT	✓			

ID	SECTION	RESPONSIBILITY			COMMENTS/NOTES
		HN	BC Housing	N/A	
6.0.	SECTION VI - HEALTH, SAFETY & ENVIRONMENT MNGMT	✓			
7.0.	SECTION VII - QUALITY MANAGEMENT	✓			
8.0	SECTION VIII - TEMPORARY FACILITIES				
8.2	Temporary Facilities and Controls	✓			
8.3	Construction Facilities	✓			
8.4	Vehicular Access and Parking	✓			
8.5	Temporary Barriers and Enclosures	✓			
8.6	Temporary Controls	✓			
8.7	Project Identification	✓			
8.7.1	Temporary Project Signage	✓	✓		Owner to provide their own signage.
9.0	Section IX - Project Controls and Reporting to Owner	✓			
9.1	Project Meetings	✓			
9.2	Construction Schedule	✓			
9.3	Construction Progress Reporting & Documentation	✓			
10.0	Section X - Transfer of Care, Custody and Control	✓			
10.1	Substantial Performance Review	✓			
10.2	Final Review of Facility with Owner	✓			
10.3	Operation and Maintenance Manuals & Record Drawings to Owner	✓			



s.17(1), s.21(1)





s.17(1), s.21(1)



BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUPPLEMENTARY GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT
CCDC14 - 2013
DESIGN-BUILD AGREEMENT (Owner Procured Land)
October 2016 Version

The Agreement is amended as follows:

Add:

“ARTICLE A - 1A CONDITION PRECEDENT

It is a condition precedent to the *Owner's* obligation to fulfill the terms and conditions of this *Contract*, but not to there being a binding agreement between the *Owner* and the *Design-Builder*, that BC Housing has issued a Loan Commitment for the *Project*. The *Owner* will provide to the *Design-Builder* a letter confirming that the Loan Commitment for the *Project* has been issued.”

ARTICLE A-1 DESIGN SERVICES AND THE WORK

Add:

- “1.4 The *Design-Builder* shall properly design and fully construct the *Work* in accordance with BC Housing requirements, the requirements of all federal, provincial and local government authorities having jurisdiction and the rules and customs of best trade practice (meaning practice of the industry and not necessarily “local practice”) with the object of constructing modestly priced housing. Without limiting the generality of the foregoing, the *Work* shall include:
- .1 the provision of all professional design and engineering services necessary to properly prepare fully detailed and professionally sealed plans and specifications which meet, as determined by BC Housing, the requirements of the applicable *BC Housing Design and Construction Standards*;
 - .2 inspection during and upon completion of construction by the *Consultant* to ensure conformance of the *Work* to the *Contract Documents*; and
 - .3 all necessary approvals, licences, permits, charges and certificates including the building permit for the *Work*.
- 1.5 The *Design-Builder* shall at all times be fully responsible to the *Owner* for any errors, omissions, or deficiencies in the *Contract Documents*, including any revisions and addenda thereto and shall be fully liable for all direct, consequential and additional costs incurred by the *Owner* as a direct or indirect result of such errors, omissions or deficiencies.
- 1.6 At least 7 calendar days prior to the commencement of construction, the *Design-Builder* shall deliver to the *Owner* all of the following:
- .1 Proof of all necessary permits, licences, certificates and other authorizations required by all municipal, provincial or federal authorities, for the *Work* and proof of payment of all applicable fees;

- .2 Certified copies of all insurance policies required by this *Contract*;
- .3 The performance and labour and material payment bonds required by this *Contract*;
- .4 A construction schedule satisfactory to the *Owner* as required by paragraph 3.6.1 of the Supplementary Conditions of the *Contract* including, in a graphic form, the proposed dates of commencement and completion of each of the various subdivisions of the *Work*, and corresponding to the breakdown of work shown on the schedule of values, as required by paragraph 5.2.4 of the *Contract* so as to facilitate evaluation of applications for payment;
- .5 A schedule of values of the various parts of the *Work* as required by paragraph 5.2.4 of the *Contract*;
- .6 A schedule of anticipated monthly progress payments as required by paragraph 5.2.5 of the Supplementary Conditions of the *Contract*;
- .7 Proof that the *Design-Builder* has obtained Workers' Compensation Board registration and clearance;
- .8 Proof that the Design-Builder is in compliance with all applicable Homeowner Protection Act regulations and requirements, including the following:
 - (1) proof that the Design-Builder has a residential builder licence (provide licence number and expiry date);
- .9 A statutory declaration pursuant to BC Housing's Conflict of Interest Guidelines.

1.7 The *Design-Builder* will give to the *Owner* a minimum of 45 calendar days' written notice that the Design-Builder will meet the date set in Article A-1 for Substantial Performance of the Work.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 Add the following:

"BC Housing Supplementary General Conditions of the Stipulated Price Contract CCDC 142013 Design- Build Agreement Owner Procured Land. Applicable BC Housing Design Guidelines and Construction Standards, as agreed upon between the Owner and BC Housing

Add:

"3.2: The *Design-Builder* acknowledges that it has reviewed and satisfied itself as to the *Contract Documents*, including without limitation, the plans, specifications, consultant reports, and other materials referred to in this Article, the observable site conditions, and all other materials it desires, prior to execution of this *Contract*. The *Design-Builder* agrees that, on execution of this *Contract*, the *Design-Builder* will assume full responsibility for completion of the *Project*, notwithstanding any defect or deficiency or incompleteness in any of the foregoing, it being acknowledged that, since this is intended to be a turnkey contract, the *Design-Builder* is taking the risk of any defects, deficiencies or incompleteness in any of the foregoing."

ARTICLE A-4 CONTRACT PRICE

Add:

“4.6 The *Contract Price* includes all costs of the *Work*, including, without limitation, all costs incurred in the design and construction of the *Work*, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the *Owner* as specifically set out in this *Contract*, and the *Contract Price* shall include, without limitation:

- .1 all professional design, engineering and construction services and products reasonably necessary to properly perform the *Work* and to permit the *Project* to operate as contemplated following *Substantial Performance of the Work*;
- .2 all labour and materials;
- .3 all permits, fees, licences and certificates of inspection and insurance in connection with the *Work* required by all authorities having jurisdiction including residential builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
- .4 all inspections required for specific warranty conditions;
- .5 all inspections by all authorities having jurisdiction;
- .6 all material testing required under bylaws, ordinances, rules, regulations, orders and approvals of all public authorities having jurisdiction;
- .7 an updated survey of the Place of Work prepared by a British Columbia Land Surveyor confirming the exact area of the property, the location of all registered easements or statutory rights of way, and confirming that the position of the buildings, including foundations and overhangs, building heights and finish grades comply with all municipal requirements;
- .8 all required soils reports;
- .9 a *Project* sign mutually agreed to between the *Owner* and the *Design-Builder*;
- .10 all warranties required under the *Contract*;
- .11 all bonds required under the *Contract*;
- .12 all insurance required under the *Contract*;
- .13 the construction or installation of all off site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the *Project*;
- .14 two (2) complete sets of white prints and CAD file of all as built drawings for the *Project*; and
- .15 all requirements of any subdivision, site plan, development or other agreement with the municipality.

ARTICLE A-5 PAYMENT

In paragraph 5.1, line 3, after the words “the *Owner*” add:

“, after receiving the prior written approval of *BC Housing*.”.

Add:

“ARTICLE A-9 THE CONSULTANT

- 9.1 The *Design-Builder* will provide the architectural and engineering services required for the *Project* through the *Consultant* and the *Sub-Consultants*. The *Consultant* and *Sub-Consultants* will be:

<i>Consultant/Sub-Consultant</i>	Full Legal Name
<i>Consultant</i>	
Architect (if not the <i>Consultant</i>)	
Certified Professional	
Electrical Engineer	
Mechanical Engineer	
Structural Engineer	
Geotechnical Engineer	
Landscaping Consultant	
Civil Engineer	
Surveyor	
Construction & Project Manager	
Management Consulting Professional	

The *Design-Builder* shall not change any *Sub-Consultant* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld. The *Consultant* shall not be changed excepted in accordance with paragraph 2.1.3 of GC 2.1.

The *Design-Builder* will ensure that the *Consultant* and all *Sub-Consultants* will sign an agreement and acknowledgement with the *Owner* in which such party:

- .1 agrees that, without regard to payment by the *Design-Builder*, the *Owner*, its successors and assigns, will have a licence to use the *Contract Documents* for the purposes of the *Project* and such party will act in an even handed fashion in the administration of the Contract; and
- .2 consents to an assignment to the *Owner* of the agreement between it and the *Design-Builder* effective on any default under this *Contract* by the *Design-Builder*, provided however that such party will not be obligated to provide services thereunder unless and until all payments then due thereunder are made in full,

and the form of such agreement will be subject to the approval of both the *Owner* and *BC Housing*. Notwithstanding such agreements, acknowledgements and assignments, the *Design-Builder* will remain fully liable for defects or deficiencies in the *Work*, even if the parties to such agreements and acknowledgements are also liable.

ARTICLE A-10 LATE COMPLETION

- 10.1 If *Substantial Performance of the Work* is not certified on or before the date that *Substantial Performance of the Work* is to be certified as set out in paragraph 1.3 of Article A-1 THE WORK or as subsequently extended pursuant to GC6.5 DELAYS (the “*Scheduled Substantial Performance Date*”), the *Design-Builder* shall pay to the *Owner* an amount equal to all costs and damages incurred by the *Owner* as a result of the failure of the *Design-Builder* to attain *Substantial Performance of the Work* by the *Scheduled Substantial Performance Date*, where the costs and damages are a direct result of a default by the *Design-Builder*. The costs and damages suffered by the *Owner* are understood by the *Design-Builder* to include, without limitation:
- .1 The interest costs incurred by the *Owner* under its mortgage to finance the construction of the *Project* for each day from and including the *Scheduled Substantial Performance Date* until *Substantial Performance of the Work* is certified pursuant to GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK;
 - .2 Consequential losses and pure economic losses suffered by the *Owner* as a direct or indirect result of the default of the *Design-Builder*;
 - .3 Temporary housing costs incurred by, or by the *Owner* on behalf of, the tenants of the *Owner*; and
 - .4 Transportation and storage costs incurred by, or by the *Owner* on behalf of, such tenants due to the unavailability for occupancy of the housing units.
- 10.2 Notwithstanding anything to the contrary contained in this *Contract*, the *Owner* shall have the right to set off against any amount owing by the *Owner* to the *Design-Builder* pursuant to this *Contract* any and all such costs and damages due to the *Owner* by the *Design-Builder* pursuant to paragraph 10.1 of this Article A-10 LATE COMPLETION.

ARTICLE A-11 TIME OF THE ESSENCE

- 11.1 All time limits stated in this *Contract* are of the essence of the *Contract*.”

DEFINITIONS

20 Substantial Performance of the Work

Delete and replace with the following:

“*Substantial Performance of the Work* shall have been reached when:

- .1 the *Work* is ready for use or is being used for the purpose intended and is so certified by the Consultant; and
- .2 a Certificate of Completion has been issued for the *Work* as a whole.”

Other Consultant

Delete and replace with the following:

“*Other-Consultant*” means the person(s) or entity (entities) retained by the *Design-Builder* and identified as such in the Agreement. *Other Consultant* may be an architect, engineer or entity licensed

to practice in British Columbia. The term *Other Consultant* means an *Other Consultant* or an *Other Consultant* s authorized representative.

Add:

“27. **BC Housing**

BC Housing means the British Columbia Housing Management Commission and its authorized agents or representatives.

28. **Builders Lien Act**

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c.45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

29. **Certificate of Completion**

A *Certificate of Completion* is a certificate of completion as defined in the *Builders Lien Act* issued by the *Payment Certifier*.”

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC1.1 CONTRACT DOCUMENTS

1.1.7 Delete and replace with the following:

Copyright for the design and drawings and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Design-Builder*, *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Design-Builder*, *Consultant*’s or *Other Consultant*’s services and shall remain their property, whether or not the *Work* for which they are made is executed and where there or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.

Add:

1.1.11 “The *Design-Builder* will provide to the *Owner*, without charge, sufficient copies of the *Contract Documents* to allow the *Owner* to monitor the *Work*”

Add:

1.1.12 “The *Owner* and its successors and assigns may use the *Contract Documents* for additions or alterations to the *Project*, without obtaining any consent or permission or making any payment. The *Design-Builder* warrants that it has and shall obtain any and all waivers, assignments and approvals needed to confer this perpetual right and license.”

GC1.3 RIGHTS AND REMEDIES

Add:

- “1.3.3 No inspection, review, approval, consent or any other act or omission on the part of the *Owner* or the *Payment Certifier* shall relieve the *Design-Builder* of any obligations under the *Contract* to complete the *Work* strictly in conformance with all applicable plans and specifications.”

GC1.4 ASSIGNMENT

Add:

- “1.4.2 Notwithstanding paragraph 1.4.1, the *Owner* may assign its interest in the *Contract* and any of its rights and remedies available at law to *BC Housing* at any time without the consent of the *Design-Builder* and, upon receipt of written notice as to the effective date thereof from *BC Housing*, the *Design-Builder* shall thereafter be bound thereunder to *BC Housing* for the performance of the *Design-Builder's* covenants and warranties.”

PART 2 OWNERS RESPONSIBILITIES

GC2.4 ROLE OF THE PAYMENT CERTIFIER

Add:

- “2.4.10 “The *Payment Certifier* will conduct reviews of the *Work* from time to time and, based upon such reviews will determine the date of *Substantial Performance of the Work*, issue *Certificates of Completion* for all or designated portions of the *Work* and identify and estimate values for deficient and incomplete items of work as provided in GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK, GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, GC5.6 PROGRESSIVE RELEASE OF HOLDBACK and GC5.7 FINAL PAYMENT.”

GC2.5 OWNER’S REVIEW OF THE DESIGN AND THE WORK

Delete 2.5.1 and replace with:

The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*. A failure by the *Owner* to provide comments within the times identified in GC 2.5.2 and 2.5.4 shall be deemed to be a confirmation by the *Owner* that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.

GC2.6 WORK BY OWNER OR OTHER CONTRACTORS

Delete 2.6.2.2

Add:

- “2.6.3.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors.”
- “2.6.3.5 as it applies to applicable health and construction safety legislation at the *Place of the Work* the *Design-Builder* shall assume overall responsibility and be designated as the “*Prime contractor*” in accordance with GC 9.4 Construction Safety.”

Add:

- “2.6.3.6 If the *Design-Builder* has caused damage to the work of another contractor on the Project, the *Design-Builder* agrees to settle the matter with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Design-Builder* and may require the *Design-Builder* to defend the action at the *Design-Builder's* expense. The *Design-Builder* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action. Paragraph 12.1.6.2 of GC 12.1 INDEMNIFICATION shall apply.”

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC3.1 CONTROL OF THE WORK

Add to the end of 3.1.1:

The *Design-Builder* warrants and represents that it possesses and will provide and apply all the skill, expertise and experience normally provided in the performance of professional design and construction services and reasonably required to complete the *Work* and ensure that the *Work* is performed in a good, proper and workmanlike manner. If, in the opinion of the *Consultant* or the *Owner*, the *Design-Builder* makes use of methods or appliances which will not permit the proper execution of the *Work* or employs inefficient or insufficient labour which will not permit the proper execution of the *Work* within the *Contract Time*, the *Consultant* or the *Owner* may notify the *Design-Builder* to improve its construction methods whereupon the *Design-Builder* will comply without delay with such notification and will not be entitled to claim additional compensation or extension of the *Contract Time* as a result of such improvement in construction methods. If the *Design-Builder* refuses or neglects to comply with such notification within 5 *Working Days* of receipt of the notification, such refusal or neglect will be deemed to be a default by the *Design-Builder* with respect to its contractual obligations under the *Contract*. If the *Owner* acting reasonably approves or suggests any construction means, methods, techniques, sequences or procedures, it will be considered to mean only that no objection is taken thereto by the *Owner* and the adoption thereof, in whole or part, by the *Design Builder* shall be at the full risk and responsibility of the *Design Builder*. ”

GC3.3 ROLE OF THE CONSULTANT

3.3.3 Delete and replace with the following:

“If the employment of the *Consultant* is terminated, the *Design-Builder* will forthwith appoint a replacement for the *Consultant* following such termination or resignation, provided that the *Owner* and *BC Housing* first consent in writing to the replacement, which consent will not be unreasonably withheld or delayed.”

Add:

3.3.4 “The *Consultants* duties and responsibilities will include, without limitation:

- .1 The coordination required to integrate all parts of the design of the *Work*;
- .2 The provision of assistance to the *Design-Builder* to obtain approvals, permits, and licenses for the construction of the *Work*;
- .3 The conducting of general review of the progress of the construction, to the extent necessary, in order to determine to the *Consultant's* satisfaction that the construction of the *Work* is performed in compliance with the requirements of:
 - (1) the Contract Documents; and

- (2) the applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the *Work*;
- .4 The assurances required to regulatory authorities respecting substantial conformance of the design with the applicable building regulations, excluding construction safety issues;
- .5 The reviewing of any defects or deficiencies in the *Work* during the period described in GC 12.5 - WARRANTY and the issuance of appropriate instructions for the correcting of same; and
- .6 Such other work that may be required from time to time that is agreed to by the Design-Builder, the Consultant, and the Owner in writing.”

3.3.5 Add:

“The *Consultant* will deliver a copy of any *Supplemental Instructions* to the *Owner* at the same time as they are delivered to the *Design-Builder* and such *Supplemental Instructions* will not be effective until confirmed by the *Owner* if they are:

- .1 Inconsistent with items in the *Contract Documents*; or
- .2 Material or substantial.”

GC3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

3.4.1.4 Add:

“and shall take all reasonable steps to ensure that *Subcontractors* pay for their labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.”

3.4.2 Delete and replace with the following:

“Subject to paragraph 3.4.3, the *Design-Builder* agrees to employ only those *Subcontractors* proposed in writing, including the *Design-Builder*’s own forces, if any, and accepted by the *Owner* with the acceptance of the tender or on entering into this *Contract*. The *Design-Builder* shall not change any *Subcontractor* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld.”

GC3.8 LABOUR AND PRODUCTS

3.8.1 Add:

“The *Design-Builder* agrees, with respect to the employment of all persons in the performance of the *Work*, including employment of *Subcontractors* and of persons employed by *Subcontractors*, to perform any and all obligations imposed upon employers under any employment insurance, pension, income tax and other similar and applicable Federal or Provincial laws now or hereafter in force, including the payment or deduction and remittance of any and all contributions, taxes, fees or charges under such laws and the *Design-Builder* agrees fully to comply with and to make all returns required by any and all such laws and agrees to indemnify the *Owner* against all cost, loss, liability, obligation and lien which the *Owner* may sustain or incur by reason of the failure of the *Design-Builder*, or any *Subcontractor*, to perform any of the aforesaid obligations. The *Design-Builder* agrees immediately to qualify, and will require all of its *Subcontractors* to qualify, and remain qualified throughout the term of this *Contract*, as an employer or employers under any and all such laws.”

3.8.3 Add: “The *Design-Builder* shall take all reasonable precautions to avoid labour disputes.”

Add:

“3.8.4 A *Product*, construction method or system singly named is considered exclusive and its use is mandatory, unless an equal is approved in advance by the *Owner*. Where plurally named, each named *Product*, construction method or system is approved for use under the *Contract Documents* and the choice rests with the *Design-Builder*.

3.8.5 All *Products* shall be used strictly according to manufacturers’ printed directions or recommendations unless specifically stated otherwise in the specifications. All *Products* shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers’ name and address, product type and name. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged *Products* shall be rejected and the *Design-Builder* shall remove such *Products* from the *Place of the Work* at the *Design-Builder*’s own expense.

3.8.6 The *Design-Builder* shall provide to the *Owner* at least 2 weeks prior to the *Design-Builder*’s deadline for choices, or such earlier time as is agreed between the *Owner* and the *Design-Builder*, for approval by the *Owner* such manufacturer’s standard samples as the *Consultant* may reasonably require. Samples shall be labelled as to origin and intended use in the *Work* and shall conform to the requirements of the *Contract Documents*.

GC3.12 USE OF THE WORK

Add:

“3.12.1 The *Owner* reserves the right to take possession of and use any completed or partially completed portion of the *Work*, regardless of the date of *Substantial Performance of the Work*, providing it does not interfere with the *Design-Builder*’s work. Such taking of possession or use of the *Work* or part thereof shall not be construed as *Substantial Performance of the Work* or an acknowledgement of fulfilment of the *Contract*.

3.12.2 The *Design-Builder* shall not use any service, plant or equipment installed as part of the *Work* without first receiving the written approval of the *Consultant* and the *Owner*. On receipt of such approval, the *Design-Builder* shall be subject to any conditions set out as part of such approval and shall be responsible for all costs including damage and compensation for wear.”

PART 5 PAYMENT

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.3 In line 2, delete: “and *Products* delivered to the *Place of the Work*”.

At the end thereof, add:

“No claim will be made by the *Design-Builder*, and no payment will be made by the *Owner*, for *Products* fabricated for the *Project* but stored off-site, or for *Products* delivered to the *Place of the Work* but not incorporated into the *Project* unless in the opinion of the *Payment Certifier* the *Products* will be installed within 30 calendar days of delivery, or as otherwise agreed to in writing by the *Owner*.”

5.2.5 Add:

“The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a separate line item and, in the case of each subcontract, shall accurately represent the subcontract price, and the *Consultant* and the *Owner* shall be entitled to rely on same. Separate amounts shall be shown for initial start-up, continuing expenses and *Project* closeout. A schedule stating the anticipated monthly progress payments shall be submitted with the schedule of values.”

Add:

5.2.9 Before any payment is made by the *Owner* to the *Design-Builder*, the *Payment Certifier* or the *Owner* may, by written notice, require that the *Design-Builder* furnish such further detailed information as the *Payment Certifier* or the *Owner* may determine is necessary to establish compliance by the *Design-Builder* with the *Contract Documents*.

5.2.10 Notwithstanding any application for payment or claim by the *Design-Builder*, the *Owner* will not be obligated to pay the *Design-Builder* an amount greater than that approved by *BC Housing*.

5.2.11 Every application for payment shall identify the *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as a separate entry.”

GC5.3 PROGRESS PAYMENT

5.3.1 Delete and replace with the following:

“No certificate for payment will be issued for any of the *Work* and no payment shall be approved, authorized or made unless the *Design-Builder* has provided all documents as required to be provided at that time under this *Contract*. After the receipt of a complete application for payment from the *Design-Builder* submitted in accordance with GC5.2 APPLICATIONS FOR PROGRESS PAYMENT, the *Payment Certifier* will issue to the *Owner* a certificate for payment in the amount applied for or in such other amount as the *Payment Certifier* determines to be properly due, provided that if the *Payment Certifier* amends the application, the *Payment Certifier* will promptly notify the *Design-Builder* in writing giving reasons for the amendment.”

Add:

“5.3.2 “Subject to the *Owner* receiving the written approval of *BC Housing*, the *Owner* shall make payment of 90% of the amount as determined by the *Payment Certifier* to be due to the *Design-Builder* on account in accordance with the provisions of Article A-5 PAYMENT no later than 20 calendar days after the certificate for payment has been issued, provided that the *Owner*, at its sole and absolute discretion, may retain out of such payment the amount of any outstanding liens or claims or any other indebtedness which may have been incurred by the *Design-Builder* in performing the *Work* and for which the *Owner* may in any way be held responsible. “Other indebtedness” means only such debts incurred by the *Design-Builder* to persons in privity of contract with the *Design-Builder*, debts arising out of statutory requirements and, in the case of the *Design-Builder’s* workers, any debts arising out of collective bargaining agreements, legislation applying to workers compensation, employment insurance and minimum wage standards where applicable. Upon request by the *Owner*, the *Design-Builder* shall forthwith provide a full accounting as to the disbursement of all monies paid by the *Owner* to the *Design-Builder*, including a complete list of all persons to whom monies remain due and the amounts due.”

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Delete “permitted by the lien legislation applicable to the *Place of the Work*” on the first two lines.

Add at the end of paragraph 5.4.1:

“The *Design-Builder* shall submit the following documents with its request for *Substantial Performance* review by the *Consultant*. These requirements do not limit the *Design-Builder’s Substantial Performance* obligations noted elsewhere in the *Contract*. A deficiency holdback will be retained for the estimated value of correcting or supplying the following items until they are all submitted, reviewed and accepted by the *Payment Certifier*:

- .1 The list of all deficient and incomplete items of work including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically operated devices to the *Owner’s* operating and maintenance staff and any training required by the specifications, to the *Owner’s* satisfaction;
- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .5 A complete set of marked up construction drawings and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built drawings to show all significant *Changes to the Work* made during construction;
- .6 Current certification by the Workers Compensation Board that the *Design-Builder* and all *Subcontractors* are in good standing;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Payment Certifier* and that the *Design-Builder* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 A statutory declaration in accordance with paragraph 5.2.8 of the Supplementary Conditions of the *Contract*;
- .9 A survey of the *Place of the Work* prepared by a British Columbia Land Surveyor confirming the exact area of the property and the lot and side yard dimensions and confirming that the position of the buildings, the side, front and back yard setbacks, building heights and finish grades comply with all municipal requirements; and
- .10 All keys required for the entire *Project*.

The requirement to provide documents and other items listed in sub-paragraphs . 1 through .10 does not limit the *Design-Builder’s Substantial Performance* obligations noted elsewhere in the *Contract*. A deficiency holdback will be retained for documents and other items not submitted and an estimated value is to be submitted for review and acceptance by the *Consultant*.

5.4.3 Delete and replace with the following:

“Upon receipt of the *Design-Builder’s* request for issuance of a *Certificate of Completion* for all or a designated portion of the *Work*, the *Payment Certifier* will forthwith review the *Work* to verify the validity of the request and, no later than 10 calendar days after the date of the request, will notify the *Design-Builder* and the *Owner* whether the *Work*, or the designated portion of the *Work*, is substantially performed by delivery of the applicable *Certificate of Completion*, together with verification of the holdback amount to be released pursuant to the *Builders Lien Act* with respect to any subcontract. With respect to a request from the *Design-Builder* for a review by the *Payment Certifier* for issuance of the *Certificate of Completion* for the *Work* in its entirety, the *Payment Certifier* will, in addition to making an inspection and assessment of the *Work* to verify the validity of the request, establish a list of all deficient and incomplete items of work as confirmed or provided by the *Consultant*, including an estimated value for each item, subject to the approval of such value by the *Owner* and *BC Housing*. The *Design-Builder* shall be responsible for all additional costs incurred by the *Owner* for inspection of the *Work* prior to the *Design-Builder* meeting all requirements set out in paragraph 5.4.1, and such costs shall be deducted from the monies due to the *Design-Builder* upon *Substantial Performance of the Work*. This shall not in any way be construed as limiting the applicant of the *Builders Lien Act*.

5.4.5 Delete and replace with the following:

“Immediately following the issuance of the *Certificate of Completion* for the *Work*, the *Design-Builder*, in consultation with the *Consultant* and the *Owner*, will establish a reasonable date for finishing the *Work*.”

Add:

“5.4.6 No later than 30 calendar days following issuance of the *Certificate of Completion* for the *Work*, the *Design-Builder* shall provide to the *Owner* all service contracts, manufacturer’s inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*.

5.4.7 No later than 30 calendar days following issuance of the *Certificate of Completion* for the *Work*, the *Owner* shall pay to the *Design-Builder* the balance of the *Contract Price* less:

- .1 Any holdback monies as required by the *Builders Lien Act* to be released in accordance with GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK;
- .2 The aggregate amount, if any, determined pursuant to paragraph 5.4.3 multiplied by two; and
- .3 The amount, if any, determined pursuant to GC5.8 DEFERRED WORK.

and until all of the deficient and incomplete work for which amounts are withheld pursuant to subparagraphs .2 and .3 of this paragraph 5.4.7 are rectified and completed to the satisfaction of all of the *Consultant*, the *Owner* and *BC Housing*, the *Owner* may withhold the full amounts set out in subparagraphs .2 and .3 of this paragraph 5.4.7 respectively.

5.4.8 The *Design-Builder* shall complete the deficient and incomplete work speedily and at the discretion and convenience of the *Owner*. Acceptance of the *Work* or occupancy of the *Project* or any portion thereof by the *Owner*, the *Payment Certifier* or *BC Housing* shall not relieve the *Design-Builder* from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items of work or those hidden deficiencies which become apparent during the warranty period.”

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 In line 1, delete “the Certificate of Substantial Performance of the Work” and replace with the following “the Certificate of Completion for the Work”.

Add:

“.3 If specifically requested by the *Owner*, submit acknowledgements by the major *Subcontractors* and *Suppliers* that they have been paid in full, except for amounts properly retained as holdbacks, and that they have received notification of *Substantial Performance of the Work* by delivery of a notice that the *Certificate of Completion* for the *Work* has been issued, and

.4 Submit a statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Payment Certifier* and that the *Design-Builder* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled.”

- 5.5.2 Delete and replace with the following:

“The *Payment Certifier* shall be the payment certifier responsible under the *Builders Lien Act* for certifying substantial completion of the *Work* and, if required, the work of a *Subcontractor* or *Supplier*, and for issuing a *Certificate of Completion*. The *Design-Builder* shall promptly provide the *Payment Certifier* with all information and documentation requested by the *Payment Certifier* to assist the *Payment Certifier* in making its inquiries and determinations for issuing a *Certificate of Completion*, including without limitation for *Subcontractors* and *Suppliers*, and shall indemnify and save the *Owner* and the *Payment Certifier* harmless from all liability arising from a failure to issue a *Certificate of Completion* when required, or from a premature issuance of a *Certificate of Completion* for a *Subcontractor* or *Supplier*, arising directly or indirectly from a failure to promptly provide complete and accurate information and documentation requested by the *Payment Certifier*.”

- 5.5.3 Delete.

- 5.5.5 Delete.

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 Add the following to the end of the first sentence:

“provided that:

- .1 The *Payment Certifier* has issued a *Certificate of Completion* for such subcontract work or the *Products* supplied by such *Supplier*; and
- .2 The *Design-Builder* and the *Owner* jointly agree to release the holdback amount retained for such subcontract work or the *Products* supplied by such *Supplier*, and the *Owner* has received the written approval of *BC Housing* with respect to such release.”

GC5.7 FINAL PAYMENT

- 5.7.1 Add:

“The *Design-Builder* may apply for final payment when the entire *Work*, except those items arising from the provisions of GC12.5 WARRANTY, has been performed to the requirements of the *Contract Documents*; all building systems have been brought to a state of full readiness for operation in

accordance with the *Contract Documents* to the satisfaction of the *Consultant* and the *Owner*; all deficient and incomplete work previously identified has been rectified or completed to the satisfaction of the *Payment Certifier*; all cleanup has been performed (including (a) removal of waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, leaving the *Place of the Work* clean and suitable for use or occupancy by the *Owner* and (b) removal of any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees) and the *Owner* and the *Owner* has received the written approval of *BC Housing* with respect to the same; all landscaping has been completed in accordance with the *Contract Documents* to the satisfaction of the *Consultant* and the *Owner*; and when the *Design-Builder* has submitted to the *Owner* all of the following:

- .1 Current certification by the Workers Compensation Board that the *Design-Builder* and all *Subcontractors* are in good standing;
- .2 Proof of release and discharge of any builders or other liens;
- .3 Special Project Possession and Warranty Certificates pursuant to the applicable warranty program;
- .4 If specifically requested by the *Owner*, satisfactory evidence that all taxes, employment insurance premiums, Canada Pension Plan contributions, duties, royalties, and all other monies required by law to be paid by the *Design-Builder* and all *Subcontractors* have been paid in full;
- .5 A statutory declaration in accordance with paragraph 5.2.8; and
- .6 Two (2) complete sets of white prints and CAD file of all as built drawings for the *Project* satisfactory to the *Owner*, showing all significant changes in the *Work* made during construction.”

5.7.2 Add:

“The *Design-Builder* shall be responsible for all additional costs incurred by the *Owner* for review and inspection of the *Work* where previously identified deficient or incomplete work has not been rectified or completed in a manner satisfactory to all of the *Owner*, the *Consultant* and *BC Housing*, making additional inspections by the *Payment Certifier* necessary, or where the *Design-Builder* has failed to satisfy all requirements set out in paragraph 5.7.1 and such costs shall be deducted from the monies due to the *Design-Builder* upon issuance of the final certificate for payment.”

5.7.4 In line 2, delete the number “5” and replace with the following the number “20”.

Add at the end thereof:

“less any monies properly retained by the *Owner* pursuant to the terms of this *Contract* and less any other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*. ”

PART 6 CHANGES IN THE WORK

GC6.1 OWNER’S RIGHT TO MAKE CHANGES

6.1.1 Add at the outset:

“Subject to the written approval of *BC Housing*”

Add:

- “6.1.3 Any substitution of *Products* specified in the *Contract Documents* or any variance from the BC Housing Design Guidelines and Construction Standards must be approved by the *Owner* and *BC Housing* in writing prior to such substitution or variation.”

GC6.2 CHANGE ORDER

6.2.1 Add at the end:

“The adjustment for the *Contract Price* shall not exceed the actual cost of the *Design- Builder’s* work for the change in the *Work*, plus an allowance for overhead and profit as follows:

- .1 For the *Design-Builder*, for overhead and profit, 10% of the actual cost of the *Design- Builder’s* work;
- .2 For the *Design-Builder*, for overhead and profit, 10% of the amount for the *Subcontractor’s* work, being the actual cost of the *Subcontractor’s* work plus the amount determined as set out in subparagraph .3 below;
- .3 For the *Subcontractor*, for overhead and profit, 10% of the actual cost of the *Subcontractor’s* work.”

For the purpose of assessing the adjustment, the following items are to be included as overhead costs and shall not be otherwise included as “actual costs”:

- .1 Personnel including estimators, schedulers, contract administrators, secretarial and clerical staff. Project managers & Site Superintendents required to admitters any change orders shall be included as actual costs.
- .2 Office Equipment including telephones, photocopies, facsimile machines, computers, printers and office supplies.
- .3 Truck and other vehicle costs.
- .4 Field Equipment and Temporary Services: Survey and layout equipment, electrical distribution panels, radio communication, temporary power installation, temporary water distribution, temporary telephone, ladders, tools normally used by each trade designation to complete the work in a timely fashion, tools and accessories, rented or purchased and miscellaneous supplies (such as light bulbs, extension cords, safety tape and adhesives).
- .5 All labour burdens, benefits and WCB premium costs. Labour burdens include: wages, benefits, contributions, assessments, employment insurance.

6.2.2 In line 1 after the word “*Owner*”, insert “, upon the written approval of BC Housing,”

- “6.2.4 If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.”

- 6.2.5 Where requested by the Consultant, the Design-Builder shall promptly provide itemized labour and material cost and quantity breakdowns, subcontractor costs, and other detailed information required to substantiate the Design-Builder's claim for a change to the Design- Builder Price or Contract Time.

GC6.3 CHANGE DIRECTIVE

- 6.3 Add:

"Unless otherwise agreed between the *Owner* and the *Design-Builder*, the allowance for overhead and profit shall be calculated as follows:

- .1 For the *Design-Builder*, for overhead and profit, 10% of the actual cost of the *Design- Builder's* work;
- .2 For the *Design-Builder*, for overhead and profit, 10% of the amount for *Subcontractor's* work, being the actual cost of the *Subcontractor's* work plus the amount determined as set out in subparagraph .3 below;
- .3 For the *Subcontractor*, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

For the purpose of assessing the adjustment, the following items are to be included as overhead costs and shall not be otherwise included as "actual costs":

- .1 Personnel including estimators, schedulers, contract administrators, secretarial and clerical staff. Project managers & Site Superintendents required to admitters any change orders shall be included as actual costs.
- .2 Office Equipment including telephones, photocopies, facsimile machines, computers, printers and office supplies.
- .3 Truck and other vehicle costs.
- .4 Field Equipment and Temporary Services: Survey and layout equipment, electrical distribution panels, radio communication, temporary power installation, temporary water distribution, temporary telephone, ladders, tools normally used by each trade designation to complete the work in a timely fashion, tools and accessories, rented or purchased and miscellaneous supplies (such as light bulbs, extension cords, safety tape and adhesives).
- .5 All labour burdens, benefits and WCB premium costs. Labour burdens include: wages, benefits, contributions, assessments, employment insurance.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

Add at the end :

- "6.4.1 The Parties acknowledge that the conditions described in the Contract Documents indicate that the Place of Work is suitable for the Work. The Owner accepts full responsibility for the conditions of the site, including without limitation, the sub-surface conditions of the site."

6.4.2 and 6.4.3 Delete and replace with the following:

- "6.4.2 The *Design-Builder* warrants that it is fully acquainted with the site comprising the *Place of the Work* having physically inspected such site and has obtained and reviewed such reports and tests as to the

subsurface conditions as may be necessary for the proper performance of the *Work* and evaluating the cost thereof. The Owner acknowledges that the Design-Builder has advised the Owner that reports have disclosed the site conditions, including subsurface conditions, may not be suitable for the Work.

6.4.3 The *Design-Builder* accepts full responsibility for having satisfied itself as to the nature, location and condition of the site including without limitation the subsurface conditions and the existing adjoining buildings and agrees as follows:

- .1 The *Owner* and *B.C. Housing* make no representations or warranties as to any aspect thereof and any information or documentation relating to the same and supplied to the *Design-Builder* is furnished solely for the *Design-Builder's* convenience; and
- .2 The failure of the *Design-Builder* to acquaint itself with any applicable condition will not relieve it from the responsibility for determining the proper methods of construction and properly estimating the difficulties, costs and time for successfully performing the Contract."

6.4.4 Delete.

GC6.5 DELAYS

6.5.3.4 In line 1, after the words "any cause beyond the *Design-Builder's* control", insert:

"except for any cause related to the inability or unwillingness of the *Design-Builder* to make payments of monies for which the *Design-Builder* is responsible for"

Add the following after "... the *Design-Builder* agrees to a shorter extension.":

"Any such extension of time shall be deemed to be in full and final satisfaction for all actual and probable losses, claims, damages, causes of action or injuries sustained or sustainable by the *Design-Builder* in respect of any such extension."

Add:

"6.5.6 During any delays in the performance of the *Work* as set out in GC6.5 DELAYS, the *Design-Builder* shall maintain adequate surveillance of the *Work* and undertake such maintenance and protection of the *Work* as may be reasonable to maintain safety and when possible to protect *Products* already installed in the *Work* or delivered to the *Place of the Work*.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDERS RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK OR TERMINATE THE CONTRACT

7.2.1 In line 1, after the word "bankrupt", insert "commits an act of bankruptcy or threatens to commit an act of bankruptcy,"

In line 2, after the word "insolvency" where it appears for the second time, insert:

"or if the *Design-Builder* at any time is in a conflict of interest as described in BC Housing's Conflict of Interest Guidelines unless the *Design-Builder* rectifies such conflict of interest within such time as may be specified by *BC Housing* or *BC Housing* approves the continuation of the *Contract* notwithstanding such conflict of interest,"

Add:

- 7.2.7 Except as provided in paragraphs 7.2.5.4 and 7.2.5.5, the *Design-Builder* shall have no claim or right of action against the *Owner* for any damages, costs, expenses, loss of profits or otherwise as a result of the termination by the *Owner* of the *Design-Builder's* right to continue with the *Work* in whole or in part or the termination by the *Owner of the Contract.*"

GC7.3 DESIGN BUILDER'S RIGHT TO STOP THE DESIGN SERVICES OR WORK OR TERMINATE THE CONTRACT

- 7.3.3 Delete. 7.3.3.1.

Delete 7.3.3.2.

Add the following as a new paragraph after paragraph 7.3.3.4:

"The foregoing defaults in contractual obligations shall not apply to the withholding of certificates of payment or payment, or both, following receipt of court ordered garnishments of monies owing to the *Design-Builder*, notice of the *Design-Builder's* failure to pay claims against the *Design-Builder* or the filing of liens against the *Project* for as long as they remain outstanding."

- 7.34 In line 2, delete the number "5" and replace with the following the number "20".

Add to the end of the paragraph:

"provided that if the default is of the nature set out in paragraph 7.3.3.4 and such default cannot be reasonably corrected within 20 *Working Days*, the *Owner* shall no longer be considered to be in default if the *Owner*:

- .1 provides the *Design-Builder* with a reasonable schedule for correction within 20 *Working Days*; and
- .2 corrects the default in accordance with such schedule."

- 7.36 Delete and replace with the following:

"If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Work* performed to the date of termination, including a reasonable profit thereon, for loss sustained upon *Products* and construction machinery and equipment and for reasonable wind-up costs for the removal of construction machinery and equipment from the *Place of the Work.*"

PART 8 DISPUTE RESOLUTION

GC8.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.1.4 Delete the last sentence

Add:

- "8.1.11 Unless both parties agree, the *Design-Builder* shall not stop the *Work*, or any part of the *Work*, pending the resolution of any dispute under the *Contract* between the parties."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

Add:

“9.1.5 The *Design-Builder* shall be responsible generally for the care, maintenance and protection of the *Work* during construction and during any shut-down or suspension of the *Work*.

9.1.6 The *Design-Builder* shall ensure that all rights and privileges presently accorded to all properties adjacent to the *Place of the Work* are maintained.”

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

Delete GC9.2.1 to GC9.2.9 and replace with the following the following:

“9.2.1 The *Design-Builder* acknowledges that any environmental assessment report with respect to the *Place of the Work* provided by the *Owner* or BC Housing has been furnished solely for the *Design-Builder*’s information and convenience and neither the *Owner* nor *BC Housing* has any obligations with respect to the presence of any toxic or hazardous substances at the *Place of the Work*.

9.2.2 The *Design-Builder* shall be deemed to have control and management of the *Place of the Work* with respect to any toxic or hazardous substances which are on or in the *Place of the Work* or may be brought on to the *Place of the Work* by the *Design-Builder* or the *Subcontractors*. Prior to the *Design-Builder* commencing the *Work*, the *Design-Builder* shall:

- .1 Take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work* as may be recommended in any environmental assessment report or as may be prudent; and
- .2 Provide the *Consultant* and the *Owner* with a written list of any such substances.

9.2.3 The *Design-Builder* shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances at the *Place of the Work*.

9.2.4 The *Design-Builder* shall take all necessary steps in accordance with all applicable legislation to treat, store or otherwise dispose of toxic or hazardous substances present at the *Place of the Work*.

9.2.5 If the *Design-Builder*:

- .1 Encounters toxic or hazardous substances at the place of building; or
- .2 Has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work* which were not identified pursuant to paragraph 9.2.2, or which were identified but have not been dealt with as required under paragraph 9.2.4, the *Design-Builder* shall:
- .3 Take all reasonable steps, including stopping the *Work*, to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances; and
- .4 Immediately report the circumstances to the *Consultant* and the *Owner* in writing and take all necessary steps in accordance with the instructions of the *Consultant* and all applicable legislation to treat, store or otherwise dispose of the substances or materials.

9.2.6 The *Design-Builder* shall indemnify and hold harmless each of the *Owner* and *BC Housing*, their respective assigns, agents, directors, officers, authorized representatives and employees, from and against any claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or

resulting from exposure to, or the presence of, toxic or hazardous substances which are on or in the *Place of the Work* or brought on to the *Place of the Work* by the *Design-Builder* or its *Subcontractors*. This obligation will not be construed to negate, abridge, or reduce any other rights or obligations of indemnity set out in GC12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.

- 9.2.7 In the event of conflict between the provisions of this GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIAL and any other General Condition, the provisions of this GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIAL will govern.”

GC9.4 CONSTRUCTION SAFETY

- 9.4.1 In line 1, delete “Except as provided for to paragraph 2.6.2.2 of GC2.6 - WORK BY OWNER OR OTHER CONTRACTORS,”

Add the following to GC 9.4”

- “9.4.2 The *Design-Builder* shall be responsible for and ensure the safety not only of the workers, *Subcontractors*, tradesmen and suppliers and their plant and equipment but also of all other persons who enter the *Place of the Work* whether during working hours or not and for that purpose shall erect such boardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.
- 9.4.3 The *Design-Builder* acknowledges and agrees that the *Design-Builder* shall be the “prime contractor” for the workplace for the purposes of section 118 of the Workers Compensation Act, as amended from time to time. Without limiting the foregoing, the *Design-Builder* shall, as the “prime contractor”, comply with, and ensure compliance by *Subcontractor* and *Suppliers* with, the Workers Compensation Act of British Columbia and its regulations including the *Occupational Health & Safety Regulations*, *WHIMIS* regulation and the transportation of hazardous substances or dangerous goods requirements and obligations and shall pay assessments or compensation required to be paid under applicable legislation. If *Design-Builder* or any *Subcontractor* fails to pay any due assessment or compensation, the *Owner* may make such payment on behalf of *Design-Builder* or any *Subcontractor*, but will not be obliged to do so. *Design-Builder* shall reimburse *Owner* the amount of such payment on demand. The *Owner* may set off any amounts paid against money otherwise owed to the *Design-Builder*.
- 9.4.4 The *Design-Builder* shall deliver the Notice of Project required by Section 20.2 of B.C. Regulation 296/97 to the Workers’ Compensation Board of British Columbia, in accordance with the requirements of Section 20.2 of B.C. Regulation 296/97.
- 9.4.5 The *Design-Builder* shall be the “prime contractor” with respect to any work performed by the *Owner’s* own forces or other firms retained by the *Owner* carried out in the area of the *Place of the Work*. Without limiting the generality of the foregoing, the *Design-Builder* is responsible for ensuring that the work undertaken by the *Owner’s* own forces or other contractors retained by the *Owner* are coordinated with the *Work* so as to avoid or minimize any hazardous situations.
- 9.4.6 The *Design-Builder* shall immediately inform the *Owner* if the *Owner’s* own forces or other contractor firms retained by the *Owner* attend at the *Place of the Work* without prior notification to the *Design-Builder*.
- 9.4.7 The Workers’ Compensation Board of British Columbia operates under the name *WorkSafeBC*. References in the Contract to the Workers’ Compensation Board, WCB, compensation board, *WorkSafeBC*, and other similar terms shall be understood to refer to the Workers’ Compensation Board of British Columbia and *WorkSafeBC* and its operating bodies.

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

Add:

- “10.1.3 Where documentation may be required for tax refund purposes, the *Design-Builder* shall be responsible for providing the Owner with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the Work for which the Owner may lawfully claim exemption.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

- 10.2.3 Add “development permit” after “building permits.”

- 10.2.5 Delete and replace with the following:

“The *Design-Builder* shall be responsible for verifying that the *Contract Documents* are in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If after the *Contract* is executed, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall notify the *Owner* in writing immediately upon such variance or change becoming known.”

Add:

- “10.2.8 The *Design-Builder* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction forthwith as they are received from time to time.”

GC10.3 PATENT FEES

- 10.3.2 Delete

GC10.4 WORKERS COMPENSATION

- 10.4.1 In line 3, after the word “compliance” insert “by the *Design Builder* and *Subcontractors*”.

Add:

- “10.4.3 The *Design-Builder* shall abide by and comply with all provisions of the *Workers’ Compensation Act* with respect to the performance of the *Work* and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under the said Act. The *Design-Builder* shall ensure full compliance with the said Act by all *Subcontractors* and other persons employed by the *Design-Builder* or with whom the *Design-Builder* may make any contract for the performance of any part of the *Work*. The *Design-Builder* agrees to indemnify the *Owner* against all cost, loss, liability, obligation and lien which may arise as a consequence of any failure by the *Design-Builder* or any *Subcontractor* or other person fully to comply with the said Act. The *Design-Builder* agrees immediately to qualify, and shall require all *Subcontractors* to qualify, as an employer or employers under the said Act.”

PART 11 INSURANCE AND CONTRACT SECURITY

GC11.1 INSURANCE

- 11.1 Delete in its entirety and replace with the following:

- 11.1.1 The *Owner* shall obtain, maintain and pay for, through *BC Housing*, the following types of insurance coverages described in this paragraph 11.1.1 issued by insurance companies licensed to carry on business in British Columbia:

.1 Course of Construction Policy

- i. The Owner shall provide, maintain and pay for Course of Construction coverage, against “All Risks” including Flood and Earthquake of direct physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America during construction, erection, installation and testing, but such coverage shall not include coverage for Design-Builder’s and subcontractor’s equipment of any description. Such coverage shall be maintained until Substantial Performance of the Work. There will be a deductible of Ten Thousand Dollars (\$10,000.00) for each and every occurrence on projects valued at Ten Million Dollars (\$10,000,000.00) or less and a deductible of Twenty Five Thousand Dollars (\$25,000.00) on projects valued at more than Ten Million Dollars (\$10,000,000.00) except for the peril of earthquake which shall have a five percent (5%) (subject to minimum Two Hundred Fifty Thousand Dollars (\$250,000.00)) deductible based upon the total project value insured. A one day waiting period for each month of the project subject to a minimum waiting period of 30 days shall apply with respect to soft costs.
- ii. The coverage shall include as insureds the Design-Builder, Subcontractor, Architect, Engineer, or other consultants who are engaged in the Project.
- iii. The coverage will contain a waiver of the Owner’s rights of subrogation against all insureds except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission or manufacturers (not employees of the Owner).
- iv. The Design-Builder shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.

.2 Wrap Up Liability Policy

- (1) This shall be a wrap up liability policy that shall:
 - (a) be written in the joint names of the *Owner*, the fee simple owner of the *Place of the Work*, *BC Housing*, the *Design-Builder* and *Subcontractors*, the *Consultant*, all *Sub-consultants* and any other *consulting* engineers or consulting architects and *Suppliers* who perform work at the Place of the Work provided however that such policy shall exclude *Suppliers* whose only function is to supply materials, machinery or other supplies to the project and who do not carry out any installation, construction, or supervisory work on the project and shall exclude security protection organizations or persons providing site protection on or at the project.
 - (b) provide the following coverages:
 - (i) Premises and Operations Liability;
 - (ii) Products and Completed Operations Liability (24 months);

- (iii) Blanket Contractual Liability;
- (iv) Cross Liability (or Severability of Interests);
- (v) Elevator and Hoist Liability;
- (vi) Contingent Employer's Liability;
- (vii) Personal Injury Liability;
- (viii) Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- (ix) Broad Form Completed Operations;
- (x) Broad Form Property Damage; and
- (xi) Employees as Additional Insureds,

provided however that the insurance does not extend to any activities, work, jobs or undertakings of the insureds other than those directly related to the *Work* under this *Contract*; and

- (c) Provide for a limit of liability not less than \$10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, subject to a general aggregate limit of \$20,000,000 and a limit of liability not less than \$10,000,000 annual aggregate for completed operations.

- (2) Exclusions under the foregoing insurance will be as prescribed by the insurer.
- (3) Each claim under the foregoing insurance shall be adjusted separately.
- (4) Claims under the foregoing insurance shall be subject to a deductible of \$10,000 for each and every claim, except with respect to hot roofing activities, the deductible shall be \$50,000.00.
- (5) The foregoing insurance shall be maintained continuously from commencement of the *Work* until the insured project is completed and accepted by or on behalf of the *Owner* and *BC Housing*, provided that the Broad Form Completed Operations coverage shall be maintained for 24 months.

- 11.1.2 The *Design-Builder* shall be responsible for deductible amounts under all policies described in paragraph 11.1.1 except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY.
- 11.1.3 The *Owner* shall promptly provide a copy of each insurance policy described in paragraph 11.1.1 to any insured party upon request.
- 11.1.4 The *Owner* does not represent that the insurance policies described in paragraph 11.1.1 will be sufficient to protect the *Design-Builder* against all of its responsibilities under the *Contract* or as required by law. The *Design-Builder* shall obtain such additional insurance as it may consider necessary at its own expense. The insurance coverage described in paragraph 11.1.1 shall in no way limit the *Design-Builder's* obligations under GC 12.2 INDEMNIFICATION.

- 11.1.5 If there is any conflict between the provisions of this paragraph 11.1 and the provisions of the insurance as procured by the *Owner*, then the provisions of the insurance as procured shall govern and take precedence, and this paragraph 11.1 shall be deemed to be amended to conform to the provisions of the actual insurance.
- 11.1.6 Without restricting the generality of GC 12.2 - INDEMNIFICATION, the *Design-Builder* shall obtain, maintain and pay for the following types of insurance coverages issued by insurance companies licensed to carry on business in British Columbia and shall cause all of its *Subcontractors* to maintain insurance in forms and with limits appropriate to the work conducted by the subcontractors engaged on the *Project*. If any of the insurance coverage required by the *Contract* is not provided or lapses for any reason whatsoever, the *Design-Builder* shall, if requested to do so by the *Owner* at the *Design-Builder's* risk and expense, stop all work on the *Project* until satisfactory evidence of coverage is produced. The insurance coverage required by this paragraph 11.1.6 shall be in forms and amounts acceptable to the *Owner* and shall be issued by an insurer licensed to conduct insurance business in British Columbia. The approval of any insurance policy by the *Owner* shall in no way relieve the *Design-Builder* of the obligation to provide the insurance referred to in this paragraph 11.1.6:

.1 Automobile Insurance

- (1) The Design-Builder (or Design-Builder's Subcontractors, Consultants, and Sub-Consultants) shall provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

.2 Contractors Pollution Liability Insurance

When applicable, the Design-Builder (or Design-Builder's Subcontractors) shall provide, maintain and pay for:

Contractor's Pollution Liability, where the Design-Builder's performance (or Design-Builder's Subcontractors performance) of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal. This insurance must have a limit of liability not less than \$2 million inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof. The Owner must be included as an additional insured for its vicarious liability. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Owner and shall not affect the Owner's ability to bring suit against the Design-Builder as a third party.

If any such insurance is provided on a claims-made basis and that insurance is cancelled or not renewed, such policy must provide a 24 month extended reporting period.

.3 Design-Builder's Equipment Insurance

- (1) This policy shall cover all *Design-Builder's* tools and equipment used at the *Place of the Work* against "all risks" of direct physical loss or damage, including the perils of earthquake and flood, subject to customary exclusions.
- (2) All such contractor's equipment insurance policies shall contain a waiver of subrogation against the *Owner*, the fee simple owner of the *Place of the Work*, *BC Housing*, the *Design-Builder*, the *Consultant*, the *Subcontractors*, architects, engineers, consultants and sub-consultants engaged on the *Project*, and shall provide for 60 calendar days prior

written notice of cancellation or material change to be given by the insurer(s) to the *Owner* and *BC Housing*.

.4 Professional (Errors and Omission) Liability Insurance

The Design-Builder or the Design-Builder's Consultant during the term of the Agreement shall provide and maintain continuously from the commencement of the Work, until 2 (two) years after Substantial Performance of the Work, the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Owner:

Professional Errors and Omissions Liability Insurance protecting the Design Builder or the Design-Builder's Consultant, Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the Design Services under this Agreement. Such insurance shall be for the adequate amount acceptable to the Owner and shall in any event be not less than:

- i. For construction valued at \$0.00 to \$2.5 million: \$250,000;
- ii. For construction value at \$2.5 million to \$7.5 million: \$500,000;
- iii. For construction value at \$7.5 million to \$15 million: \$1,000,000; or
- iv. For construction value over \$15 million: as negotiated, not less than \$1,000,000.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \$250,000 Errors and Omissions Insurance despite the value of their scope of work.

If coverage is provided by the Design-Builder's Consultant, then such Professional Errors and Omissions Liability Insurance shall not contain a "Design-Build" exclusion.

- 11.1.7 The *Design-Builder* shall be responsible for deductible amounts under all policies described in paragraph 11.1.6 except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY.
- 11.1.8 The *Design-Builder* shall, prior to the commencement of the Work, provide the *Owner* with *Certificates of Insurance* evidencing compliance with paragraph 11.1.6. For automobile liability the standard I.C.B.C. *Certificate of Insurance* Form #APV-47 shall be used.
- 11.1.9 The *Owner* shall not be responsible for injury to the *Design-Builder's* employees or for loss or damage to the *Design-Builder's* or to the *Design-Builder's* employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may from time to time, or at the termination of the contract, be removed from the premises. The *Design-Builder* hereby waives all rights of recourse against the *Owner* or any other contractor with regard to damage to the *Design-Builder's* property.

Delete GC 11.2 CONTRACT SECURITY, including GC 11.2.1 and 11.2.2, and replace with the following:

"GC11.2 CONTRACT SECURITY

11.2.1 The *Design-Builder* shall, at least 7 calendar days prior to the commencement of construction, provide to the *Owner* a performance bond and a labour and material payment bond, each in the amount of 50% of the *Contract Price*.

11.2.2 All bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in British Columbia and shall be maintained in good standing until the fulfilment of the *Contract* including all warranty obligations pursuant to GC12.5 WARRANTY.

Such bonds shall be in the form of the latest editions of CCDC Document 221 (2003) - Performance Bond and CCDC Document 222 (2003) - Labour and Material Payment Bond. The obligee on the bonds shall be the *Owner*, and BC Housings shall be named as dual obligee on the bonds pursuant to a dual obligee rider acceptable to the *Owner* and *BC Housing*.

11.2.3 All bonds shall be held and be subject to enforcement by the *Owner* without prejudice to any other legal remedy available to the *Owner*.

PART 12 INDEMNIFICATION--WAIVER--WARRANTY

GC12.2 INDEMNIFICATION

12.2.1 Delete and replace with the following:

“12.2.1 Without restricting the parties’ obligation to indemnify as described in paragraphs 12.2.4 and 12.2.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this contract, provided such claims are:

.1 caused by:

- (a) the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (b) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.”

12.2.2 Delete and replace with the following:

“12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by the owner pursuant to GC 11.1 - INSURANCE, the limit of the COURSE OF CONSTRUCTION POLICY - GC 11.1.1.1 or the limit of the WRAP UP LIABILITY COVERAGE - GC 11.1.1.2 whichever is pertinent to the loss.
- .2 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is not required to be provided by either party in accordance with GC 11.1 - INSURANCE, the greater of the Contract Price as recorded in Article A-4 -CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.00.

[Internal NTD: waiting on this provision for clarification on what BC Housing suggested in terms of insurance. Otherwise will revise this provision to read that the indemnity for losses not covered by insurance will be a limit of costs plus 50% of the Contract Price (value received)].

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.”

GC12.4 WAIVER OF CLAIMS

- 12.4.1 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from” and replace with the following:

“The *Design-Builder’s* request or application for the *Certificate of Completion* shall constitute a waiver and release by the *Design-Builder* of any and”.

- 12.4.1.1 Delete “no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*” and replace with the following: “together with or prior to the *Design-Builder’s* request or application for the *Certificate of Completion*”.

- 12.4.3 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from” and replace with the following:

“The issuance of the *Certificate of Completion* shall constitute a waiver and release by the *Owner* of any and”.

- 12.4.3.1 Delete “no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*” and replace with the following:

“together with or prior to the *Design-Builder’s* request or application for the *Certificate of Completion*”.

- 12.4.3.4 Add at the end:

“or for which the aggregate cost of repair or remedying the defects or deficiencies would be greater than 10% of the *Contract Price*”

- 12.4.4 Delete “should any limitation statute of the Province or Territory of the Place of the Work permit such agreement. If the applicable limitation period does not permit such agreement, within such shorter time as may be prescribed by:

- .1 Any limitation statute of the Province or Territory of the Place of the Work; or
- .2 If the Place of the Work is the Province of Quebec, then Article 2118 of the Civil Code of Quebec” and replace with the following:

“or, as to any defect or deficiency or other claim of which the *Owner* is not aware at the end of the said period of six years, a period of one year after the *Owner* has become aware”.

12.4.8 Immediately before the words “further interim” and again immediately before the words “submit a final account”, insert the following: “, upon request”.

12.4.9 Delete.

12.4.10 Delete.

Add:

“12.4.11 For greater certainty, in paragraphs 12.4.1, 12.4.2, 12.4.3 and 12.4.5 of GC 12.4 WAIVER OF CLAIMS, “claims” includes claims based on changes and delay (e.g. under Part 6 CHANGES IN THE CONTRACT “

GC12.5 WARRANTY

12.5.1 Add at the end:

“provided that if, as a result of the failure of the *Design-Builder* to fulfil its obligations under this *Contract*, there are any defects in the *Work* due to professional errors or omissions or defects in the *Work* which affect the *Work* to such extent that a significant part of the *Work* is unfit for the purpose intended, such one year limitation shall not apply and the *Owner* shall be entitled to claim for any losses or damages suffered on or before the date which is 6 years from the date of *Substantial Performance of the Work*”

12.5.4 Delete and replace with the following:

“Except for the provisions of paragraphs 12.5.6 and 12.5.7, the *Design-Builder* shall correct promptly, at the *Design-Builder’s* expense, to the satisfaction of the *Owner* and as approved by *BC Housing*, defects or deficiencies in the *Work*, including without limitation those due to faulty workmanship or *Products* or architectural, engineering or design errors or omissions by the *Design-Builder*, the *Consultant* or any *Subcontractor* or *Supplier* or by any of their respective consultants which appear prior to and during the warranty periods specified in the *Contract Documents*.”

12.5.3 Add at the end thereof:

“Such notice may specify the time within which the defects or deficiencies must be rectified.”

12.5.7 Delete and replace with the following:

“12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, surface or sub-surface conditions, erosion or wear and tear of any *Product* or failure of any product due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the product.”

Add:

“12.5.9 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Design-Builder* shall secure such warranties or guarantees from the *Subcontractors* and *Product* suppliers and they shall be assigned to or addressed to and in favour of the *Owner*. The *Design-Builder* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Design-Builder* shall deliver the originals plus two copies of such warranties or guarantees to the *Owner* upon completion of the *Work*.

Add the following General Conditions:

“GC13.1 GAS AND ELECTRICITY

- 13.1.1 The *Design-Builder* is responsible for having all required gas and electric meters installed and ready on the date of *Substantial Performance of the Work*. This includes installation of individual meters for units as specified.
- 13.1.2 The occupancy date will be the date of turnover of all gas and electricity billings to the *Owner*. The *Design-Builder* shall notify the gas and electricity suppliers and the *Owner* in writing as to the date of billing turnover at least 45 calendar days prior to such date.
- 13.1.3 The *Owner* shall be responsible for notifying the gas and electricity suppliers of start-up billing, failing which the *Owner* shall reimburse the *Design-Builder* for all charges accruing thereafter.

GC14.1 PUBLIC STATEMENTS AND SIGNS

- 14.1.1 The *Design-Builder* shall not make any public statement with respect to the *Project* without the prior written consent of the *Owner* and *BC Housing*.
- 14.1.2 The *Design-Builder* shall not erect or permit the erection of any sign or advertising at the *Place of the Work* without the prior written approval of the *Owner*.

GC15.1 LIENS

- 15.1.1 The *Design-Builder* will pay or cause to be paid promptly when due all claims, debts and charges against the *Design-Builder* or *Subcontractors* engaged by the *Design-Builder* which might become a lien upon the *Project* arising out of the *Work* performed or materials furnished by the *Design-Builder* or any *Subcontractors* under the *Contract*, and will not suffer or permit any lien or encumbrance of any kind to be filed against or upon the *Project*, regardless of whether the basis of such lien is a claim against the *Design-Builder* or any *Subcontractor*.
- 15.1.2 If the *Owner* is not in default in making payment to the *Design-Builder* as required under this *Contract* and if a claim of builders lien is filed against title to the *Project* by anyone claiming under or through the *Design-Builder*, the *Owner* may notify the *Design-Builder* in writing that the filing of such claim or claims of builders lien is a material default by the *Design-Builder* of its contractual obligations and instruct the *Design-Builder* to obtain and file a release of the said claim or claims in the Land Title Office within 7 *Working Days* immediately following receipt of such notice.
- 15.1.3 If such default is not corrected within the time specified or subsequently agreed upon in writing, the *Owner*, without prejudice to any other right or remedy it may have, may:
 - .1 pay, settle or compromise, or pay into Court (together with a reasonable amount for costs) the amount of, any such claim or claims of builders lien and deduct the amount of any such payment from the next ensuing payment which may become due to the *Design- Builder*; or
 - .2 pay into Court from the holdback account established by the *Owner* in accordance with the *Builders Lien Act* the total amount of the claim or claims filed and this provision shall constitute the agreement of the *Design-Builder* to make such payment as required under Section 5(2)(c) of the *Builders Lien Act*;

and the *Owner* may deduct from the next ensuing payment which may become due to the *Design-Builder* all costs and expenses thereby incurred by the *Owner*, including any account for legal fees and disbursements incurred by the *Owner*.

- 15.1.4 If the *Owner* is not in default in making payment to the *Design-Builder* as required under this *Contract*, the *Design-Builder* will indemnify and save the *Owner* harmless from and against the costs of any and all actions commenced by any lien claimant claiming under or through the *Design-Builder* against the *Owner* pursuant to the *Builders Lien Act*, including solicitor and client costs.
- 15.1.5 Notwithstanding any other provision of the *Contract*, no payments whatsoever shall be due or owing to the *Design-Builder* so long as any liens filed by anyone claiming under or through the *Design-Builder* remain registered against title to the *Project*.”

END OF DOCUMENT

From: "Gilbertson, Kenneth \"(VAHA)\" <Kenneth.Gilbertson@vaha.ca>
To: "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca>
"Simpson, Mark" <Mark.Simpson@vaha.ca>
Date: 8/4/2017 9:27:40 AM
Subject: FW: 170803-P24105 VAHA-Form Study (FOR DISCUSSION)_r01
Attachments: 170803-P24105 VAHA-Form Study (FOR DISCUSSION)_r01.pdf

From: Ingerlisa Hansen [mailto:ihansen@horizonnorth.ca]
Sent: Friday, August 04, 2017 9:10 AM
To: Kavouras, George; Gilbertson, Kenneth (VAHA)
Cc: Joel Desaulniers; Chad Croissant; Phillip Stagg-Tanner; Ross Sturgeon
Subject: FW: 170803-P24105 VAHA-Form Study (FOR DISCUSSION)_r01

Kenneth and George,

For the meeting we have prepared a package for your review.

It continues the original intent of the program and increases the area of the SRO to 320sf.

Regards,

Ingerlisa Hansen | Proposal Manager
Horizon North Logistics Inc.
(Office) 250-828-7258

From: Chad Croissant
Sent: Friday, August 4, 2017 7:04 AM
To: Ingerlisa Hansen <ihansen@horizonnorth.ca>
Subject: 170803-P24105 VAHA-Form Study (FOR DISCUSSION)_r01

Good morning Ingerlisa,

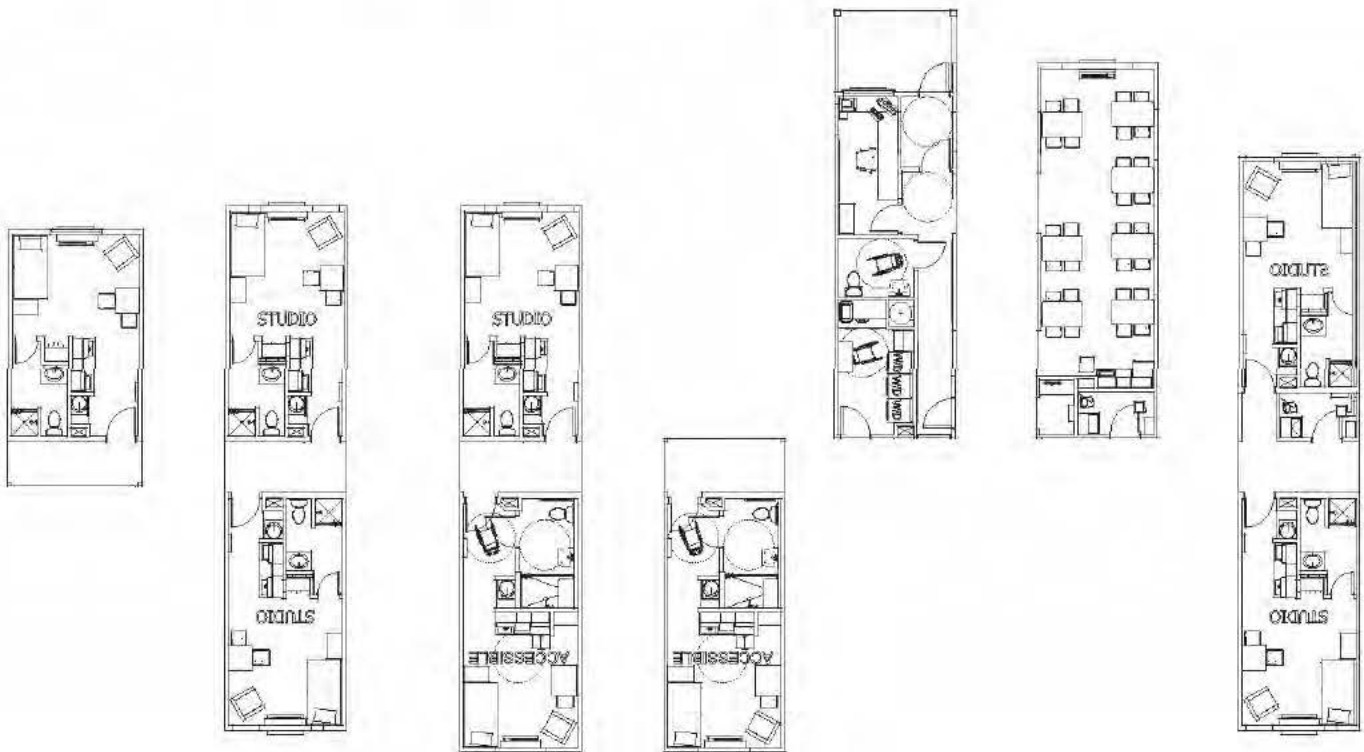
I had nothing but challenges last night with the model file. Attached is a series of clips for discussion this morning.

See you at 8:30.

Chad

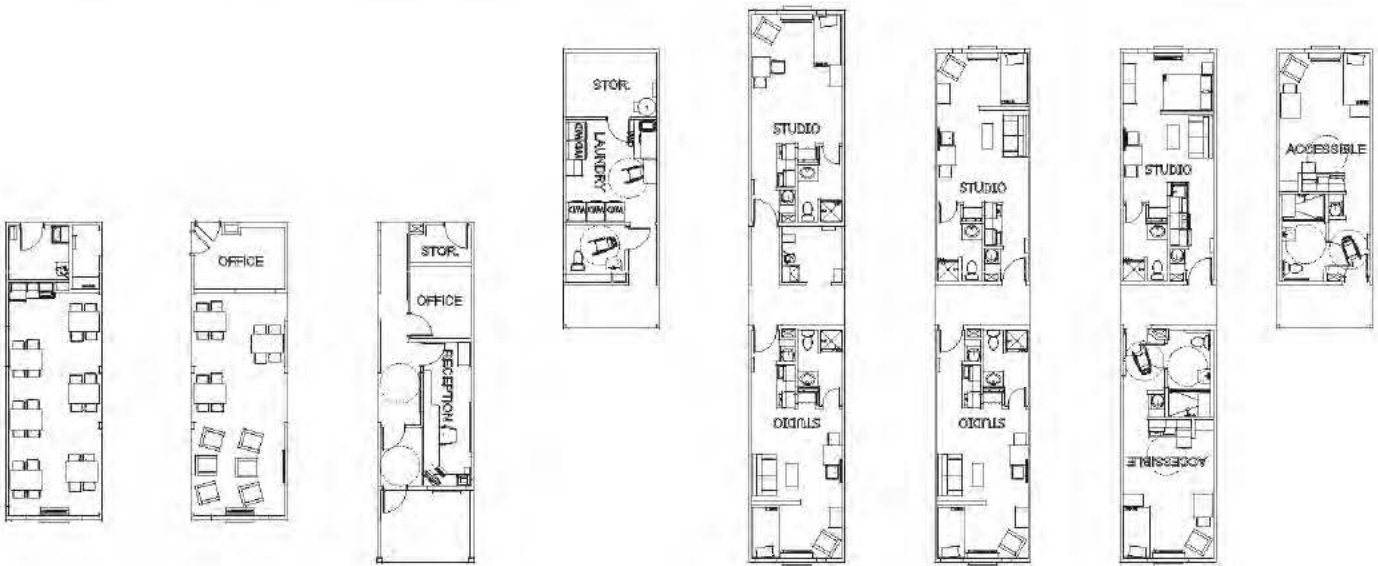
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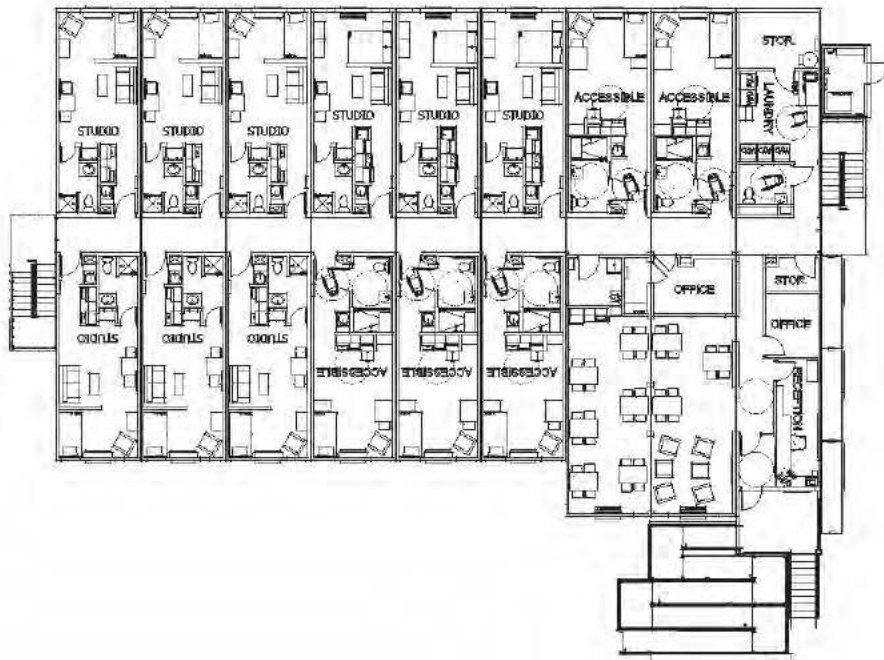
FLOOR PLAN CATALOG - ORIGINAL
(250-275 SQ.FT.)

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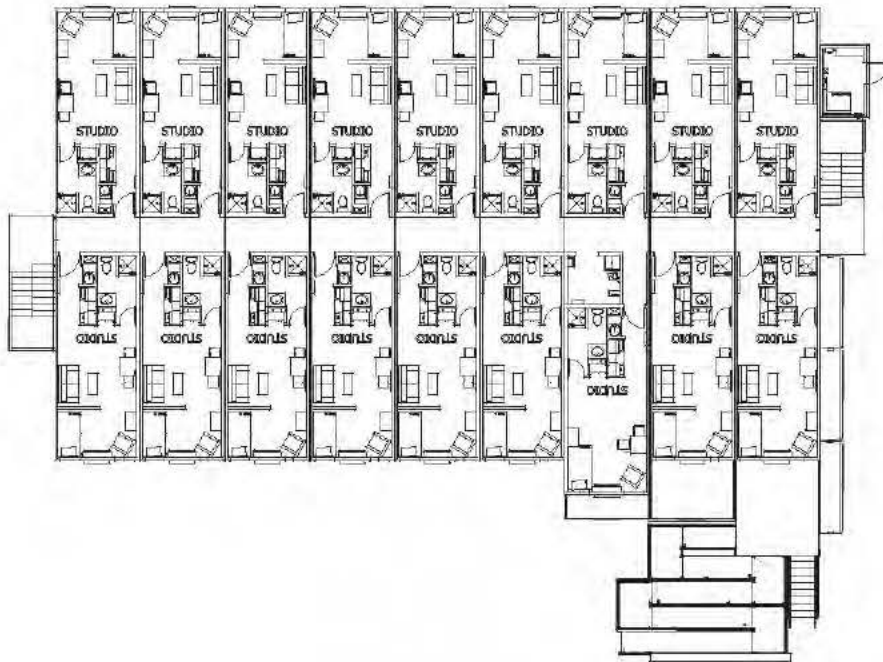
FLOOR PLAN CATALOG - MODIFIED FOR VAHA PSVAHA2017-06
(320 SQ.FT.)

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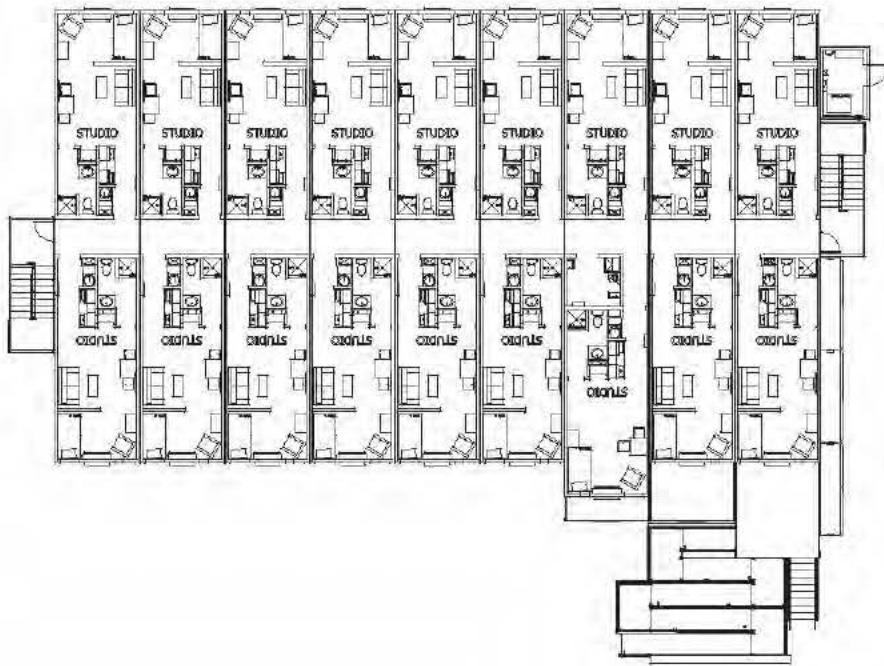
FLOOR PLAN EXAMPLE - MAIN FLOOR

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FLOOR PLAN EXAMPLE - SECOND FLOOR

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FLOOR PLAN EXAMPLE - THIRD FLOOR

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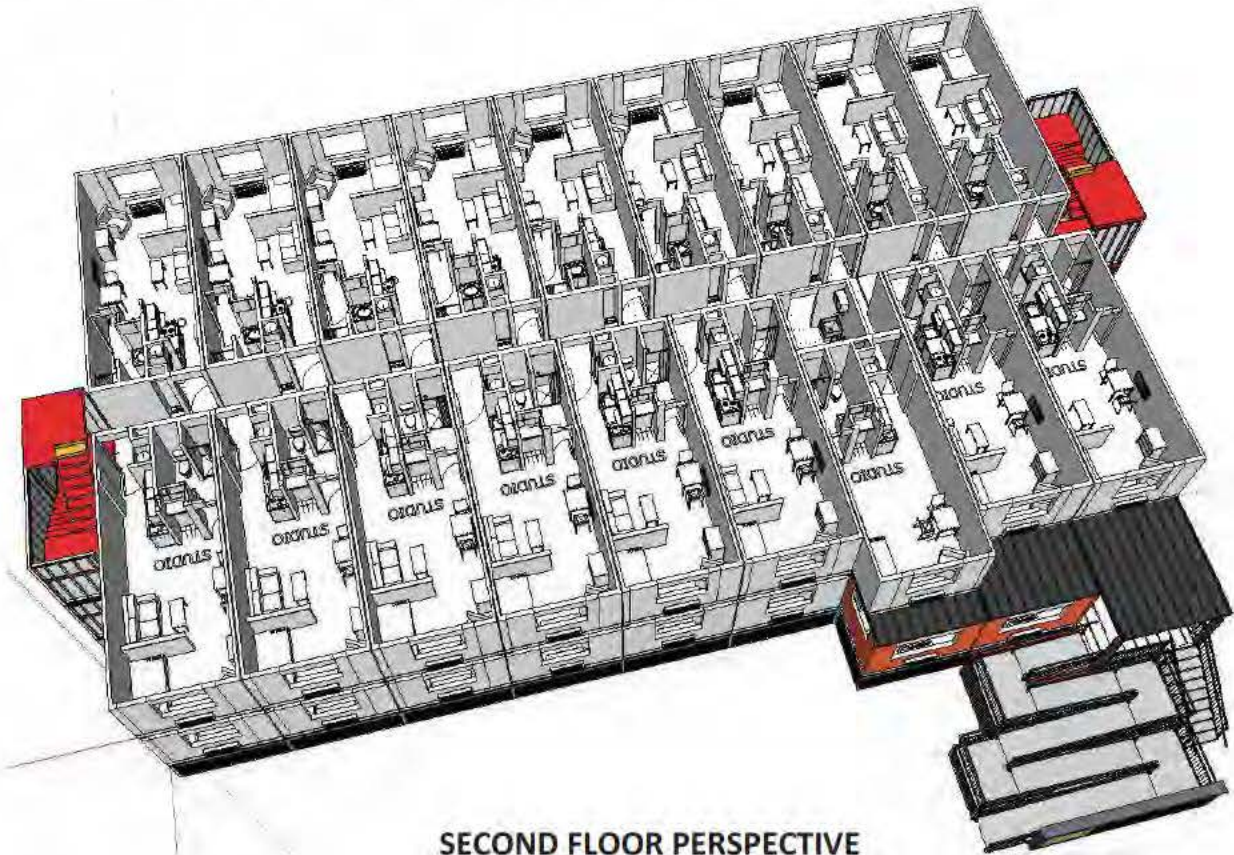
EXTERIOR PERSPECTIVE EXAMPLE

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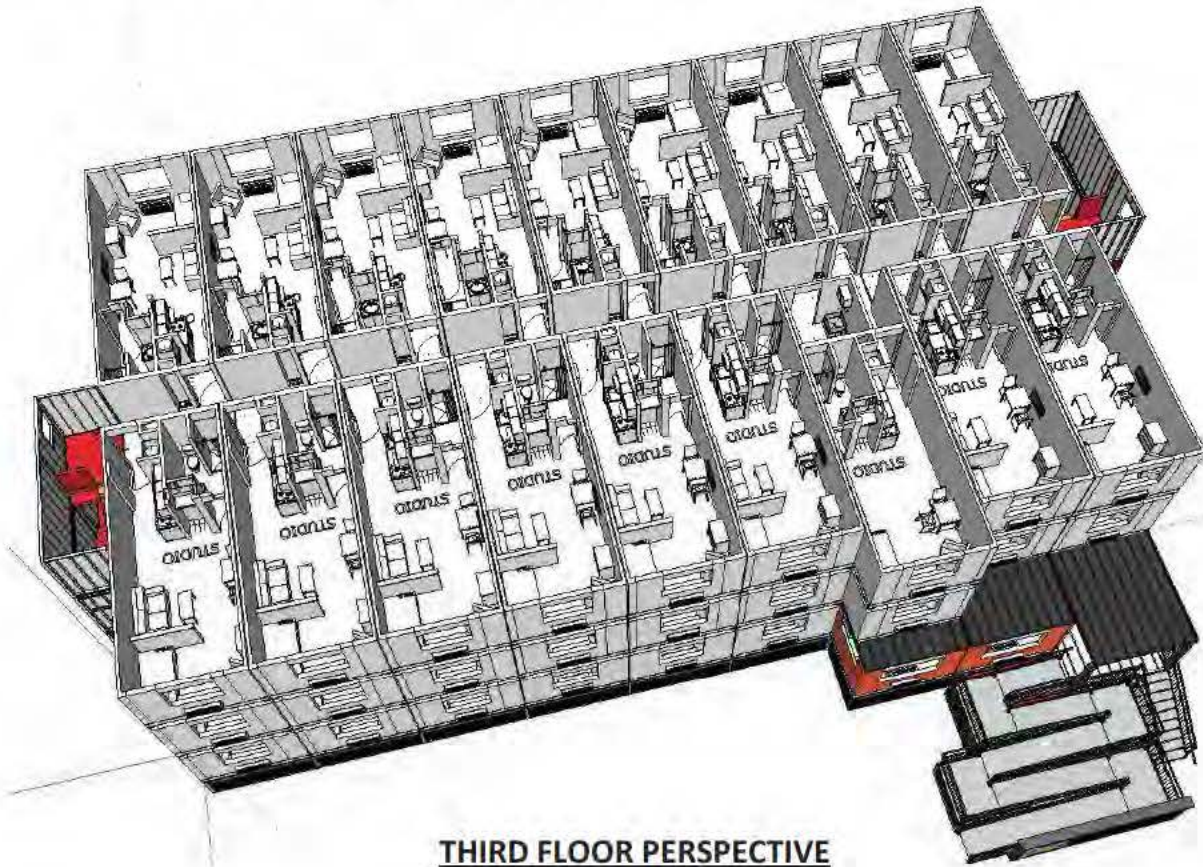
MAIN FLOOR PERSPECTIVE
(CEILING NOT SHOWN)

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SECOND FLOOR PERSPECTIVE
(CEILING NOT SHOWN)

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THIRD FLOOR PERSPECTIVE
(CEILING NOT SHOWN)

From: "Gilbertson, Kenneth \ (VAHA\)" <Kenneth.Gilbertson@vaha.ca>
To: "Bond, Abigail" <Abigail.Bond@vancouver.ca>
"Harrison, Luke \ (VAHA\)" <Luke.Harrison@vaha.ca>
"Williams, David \ (VAHA\)" <David.Williams@vaha.ca>
"Jimenez, Liza" <liza.jimenez@vancouver.ca>
Date: 10/17/2017 2:26:29 PM
Subject: FW: Laydown - 650 W 57th
Attachments: 20171012180226191.pdf

All,

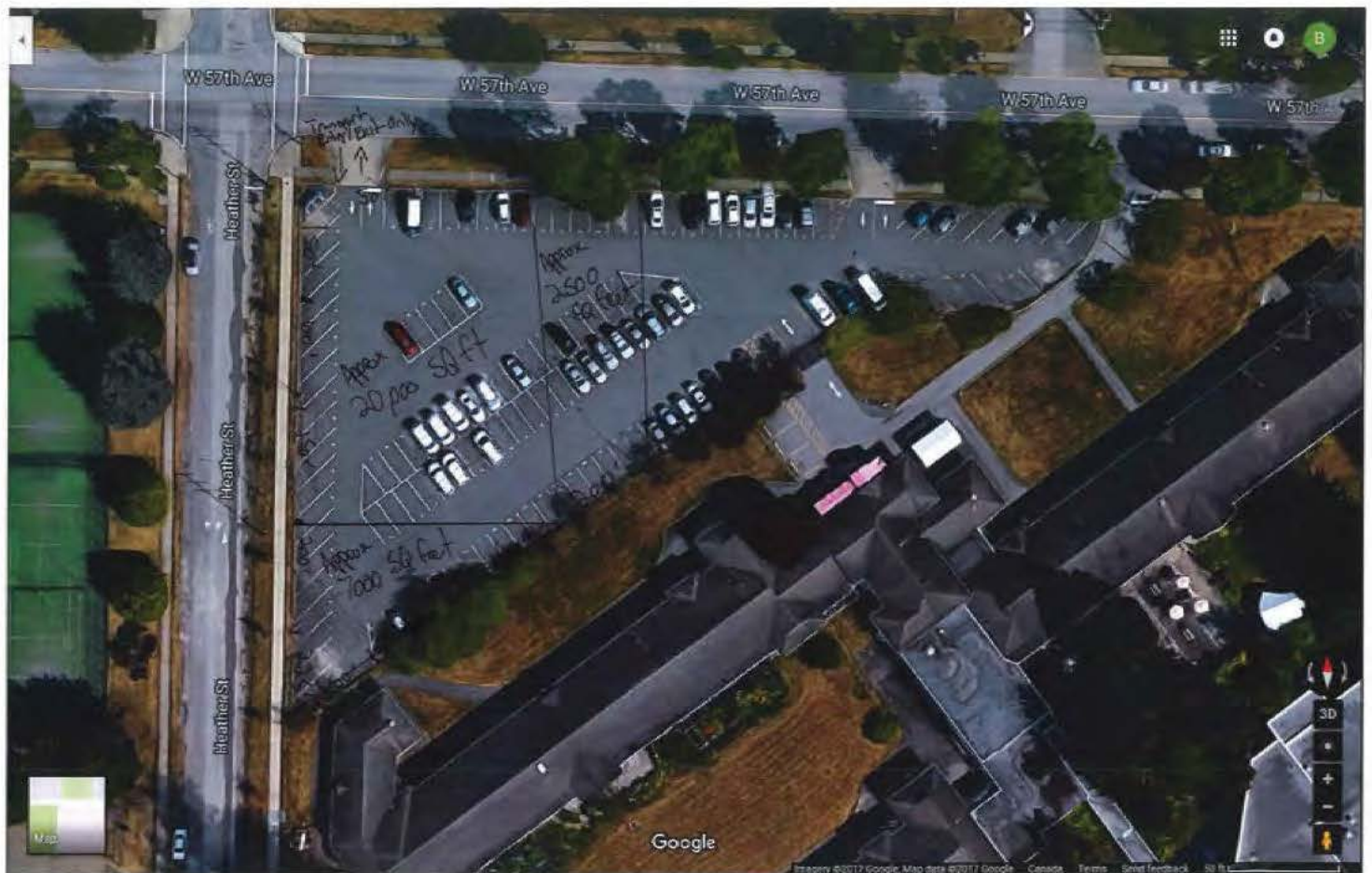
Not sure who from our end is reaching out to ONNI – but do you think we could request the use of some of the parking spaces at the north west corner of their site to use for staging of the modules from Nov 27th to Dec 15th (note subject to timing of permits etc. this could change).

Horizon need the attached space (approx. 27000 sqft) for staging space prior to craning.

- 27,000 on the plan would be required
- The additional 2,500 would be nice if possible

If we do not feel we can ask Onni for this, or they say no.... we need to find space somewhere that Horizon can use – so any suggestions would be welcome.

Thanks



From: "Gilbertson, Kenneth \ (VAHA\)" <Kenneth.Gilbertson@vaha.ca>
To: "Woods, Brad" <Brad.Woods@vancouver.ca>
"Harrison, Luke \ (VAHA\)" <Luke.Harrison@vaha.ca>
Date: 10/6/2017 10:16:10 AM
Subject: FW: P24105-1 VAHA "220 Terminal Concept"
Attachments: P24105-1 220 Terminal Concept_HN.PDF

FYI – this is the concept package that HN have shared – I would assume this is what BCH would use to form the contract

From: Ingerlisa Hansen [mailto:ihansen@horizonnorth.ca]
Sent: Thursday, October 05, 2017 11:01 AM
To: Gilbertson, Kenneth (VAHA)
Cc: Steven Haylestrom; Brock Elliott; Rick Welch
Subject: P24105-1 VAHA "220 Terminal Concept"

Dear Mr. Gilbertson,

We have attached the "220 Terminal Concept" package for your review and use.
It contains the following documents:

1. Cover Page
2. Executive Summary
3. Floor Plan and Perspectives (6 plans)
4. Specifications
5. Pricing Schedule
6. Modified BC Housing Supplemental General Conditions

If you have any questions concerning the content of the package, please do not hesitate to contact Brock Elliott.

Best Regards,

Ingerlisa Hansen | Proposal Manager, Sales and Marketing
Horizon North Logistics Inc.

540 Athabasca Street West, Kamloops, BC V2C 5R7
(Office) 250-828-7258
(Mobile) 250-571-4829
(Toll Free) 866-305-6565
www.horizonnorth.ca



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HORIZON NORTH

vaha



"220 Terminal Concept"

Housing First Temporary Modular Housing Strategy
Vancouver Affordable Housing Agency

Submitted: October 5, 2017



October 5, 2017

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

ATTENTION: MR. KENNY GILBERTSON

RE: "220 TERMINAL CONCEPT" HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY

Dear Mr. Gilbertson,

Horizon North's collaboration with VAHA and BC Housing has produced the "220 Terminal Concept". This is a redesign from the existing modular housing initiative at 220 Terminal Avenue and will be used for two project sites in Vancouver. Leveraging the existing base design, specifications and standards allows VAHA to expedite the delivery of 80 housing units while the design and engineering of the modular "Self-Contained Suites" are finalized for the remaining project sites.

The "220 Terminal Concept" revisions include an increase in the number of accessible units and re-orientates the modules to better suit the available site massing on the proposed sites.

We are providing the following documentation to enable the agreement between VAHA, BC Housing and Horizon North:

1. Floor Plans and Perspective Plans;
2. Specifications;
3. Division of Responsibility;
4. Pricing Schedule;
5. Modified BC Housing Supplemental General Conditions.

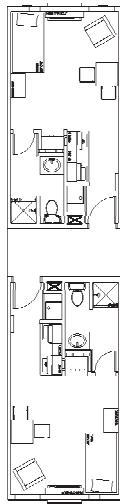
We appreciate this opportunity working with VAHA and developing new and innovative housing strategies.

Best Regards,
HORIZON NORTH

Rick Welch,
Director, Proposal Development

Best Regards,
HORIZON NORTH

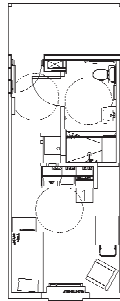
Steven Haylestrom
Director, Project Execution



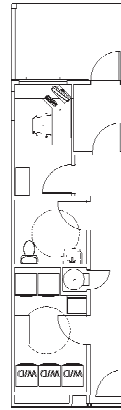
STUDIO/STUDIO
250/250 SQ.FT



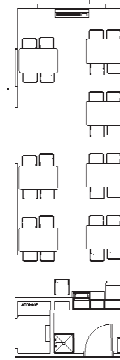
STUDIO/ACCESSIBLE
250/275 SQ.FT



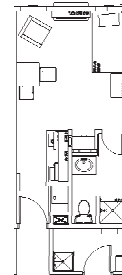
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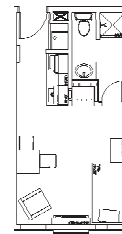
ENTRY/LAUNDRY



COMMON/JANITOR



STUDIO/STUDIO/JANITOR
250/250 SQ.FT



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01	170926	LAYOUTS FOR ESTIMATING	CC	
NO.	Y	M	D	REVISION
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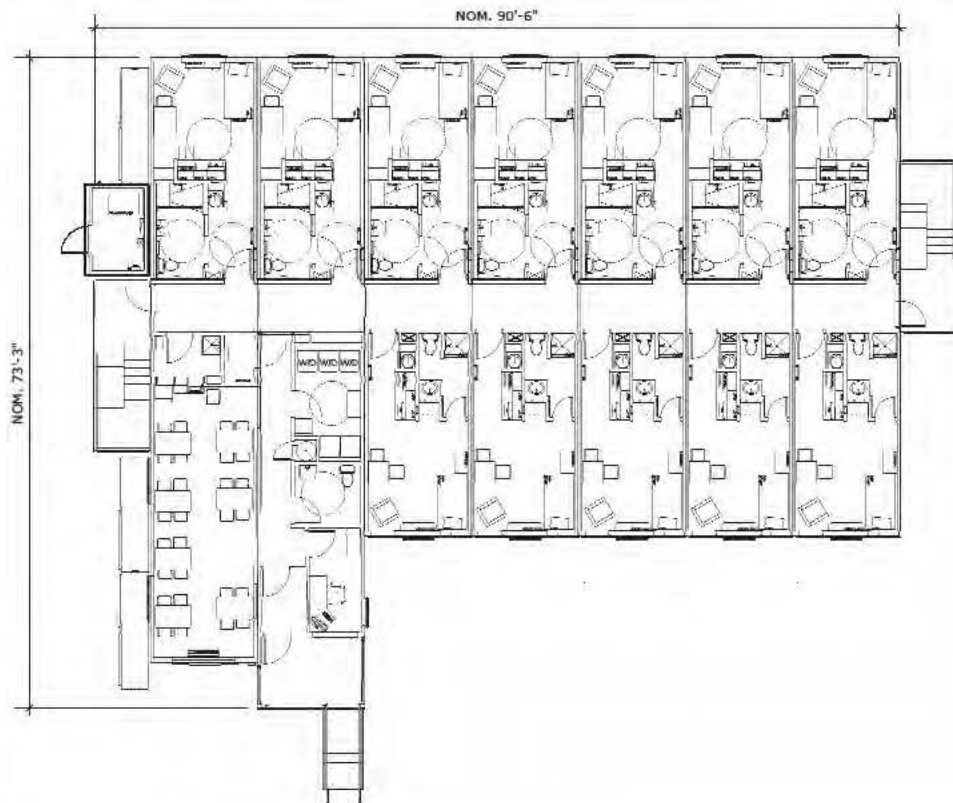


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MANUF # :
SCALE : NTS
DRAWN BY : CC
CHECKED : --

VAHA-220 TERMINAL CONCEPT

VANCOUVER, BC
MODULE/SUITE CATALOG

DWG # :
XX-XXX-XXX



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				BY
				CHKD



PROJ # : 34105
MANUF # :
SCALE : NTS
DRAWN BY : CC
CHECKED : -

VAHA-220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - MAIN FLOOR

DWG # :
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VAHA-220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - SECOND FLOOR

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VAHA-220 TERMINAL CONCEPT
VANCOUVER, BC
PLAN VIEW - THIRD FLOOR

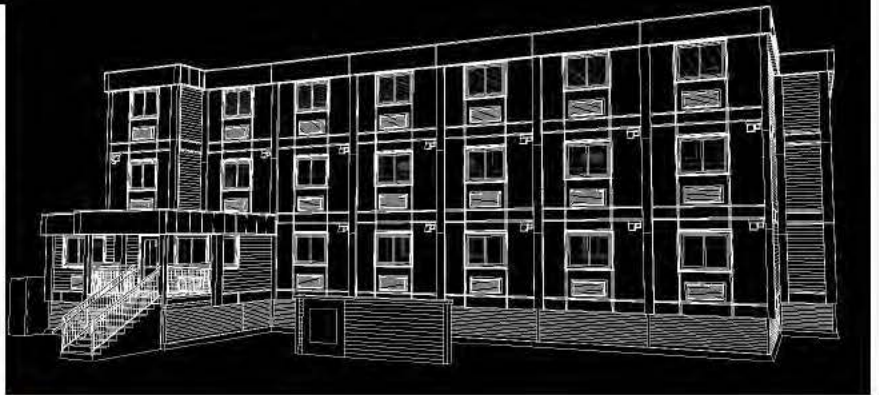
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LEFT FRONT

RIGHT FRONT



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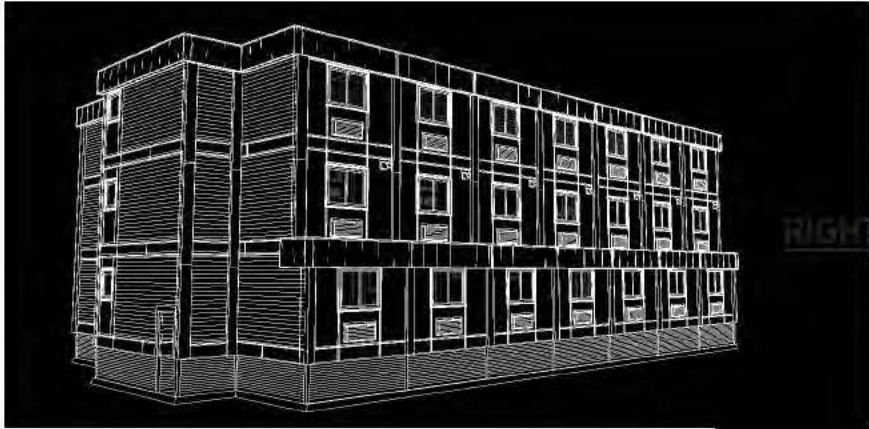
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VAHA-220 TERMINAL CONCEPT
VANCOUVER, BC
PERSPECTIVE VIEWS - FRONT

DWG # :
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RIGHT REAR



LEFT REAR

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HORIZON NORTH

PROJ # : 24105
MANUF # :
SCALE : NTS
DRAWN BY : CC
CHECKED : --

VAHA-220 TERMINAL CONCEPT

VANCOUVER, BC
PERSPECTIVE VIEWS - REAR

DWG # :

XX-XXX-XXX



Vancouver Affordable Housing Agency

“220 Terminal Concept” Specification

P24105-1

Revision 0

Date Revised: October 4, 2017

1.0 Code Requirements

1.1 Code References

1.1.1	General	Vancouver Building By-Law - Part 9 (2014)
1.1.2	Energy Code	Vancouver Building By-Law – Part 10 (2014)
1.1.3	Air Quality	ANSI/ASHRAE 62 "Ventilation for Acceptable Indoor Air Quality" (As per ABC Part 10.5.1.3 Ventilation)
1.1.4	Electrical	Canadian Electrical Code - Part 1 (2015)
1.1.5	Plumbing	British Columbia Plumbing Code (2012)
1.1.6	Sprinklers	NFPA 13R
1.1.7	Fire	British Columbia Fire Code (2012)
1.1.8	Fire Alarm	NFPA 72 National Fire Alarm Code

1.2 Permits

1.2.1	Building Permit included
1.2.2	CSA A277 Class 8131 01 Factory Constructed Buildings

1.3 Engineering Requirements

1.3.1	Stamped architectural drawings signed by an Architect registered in the Province of British Columbia
1.3.2	Stamped structural drawings signed by a Structural Engineer registered in the province of British Columbia
1.3.3	Sprinkler Drawings and schedules sealed and signed by Engineers registered in the Province of British Columbia
1.3.4	Foundation designed to Vancouver Building By-Law seismic standards w/ limited soil disturbance.
1.3.5	Building Envelope certified by a Building Envelope Consultant registered in the Province of British Columbia

2.0 Design Criteria - Vancouver, BC

2.1 Structural

2.1.1	Ground snow load (Ss)	1.8 kPa
2.1.2	Rain load (Sr)	0.2 kPa
2.1.3	Snow load	1.64 kPa (34.3 PSF)
2.1.4	Wind load (1/50)	0.48 kPa
2.1.5	Floor live load	4.8 kPa (100 PSF) throughout unless noted otherwise
2.1.6	Floor live load	2.4 kPa (50 PSF) toilet areas
2.1.7	Floor live load	1.9 kPa (40 PSF) bedrooms
2.1.8	Floor live load	1.9 kPa (40 PSF) corridors above first storey

2.2 Mechanical

2.2.1	Interior design temp	22°C (71.6°F)
2.2.2	Min. exterior design temp (2.5%)	-7°C (19.4°F)
2.2.3	Max. exterior design temp (2.5% dry bulb)	26°C (84.2°F)
2.2.4	Temperature differential (Heating)	29°C (78.8°F)
2.2.5	Temperature differential (Cooling)	4°C (39.2°F)
2.2.6	Elevation above sea level	15m (49.2 ft)

2.2.7 Degree days below 18°C 2925

2.3 Electrical

2.3.1 Power supply 120/208 Volt 3 phase service

2.3.2 Power source BC Hydro (Highline Utility, feeder cable to main panel-not included)

2.3.3 Lighting Levels:

- a. 10 foot candles – Corridors
- b. 20 foot candles – Washrooms and Laundry
- c. 50 foot candles – Throughout unless as noted

2.4 Energy

2.4.1 **VBBL Part 10** Target values for **Zone 5**

Roof = 5.46 RSI (R31) Floor = 5.46 RSI (R31) Wall= 3.60 RSI (R20)

2.4.2 **Fenestration requirements**

Min. performance grade: 30

Min. positive design pressure: 1440 PA

Min. negative design pressure: 1440 PA

Min. water penetration test pressure: 290 PA

Min. air infiltration/exfiltration: A2

3.0 Colour/Finish Schedule

3.1 Exterior

- 3.1.1 Roof Black
- 3.1.2 Fascia See Building elevations for colours
- 3.1.3 Flashings Charcoal QC306
- 3.1.4 Siding See Building elevations for colours
- 3.1.5 Window/Door Flashing Charcoal QC306
- 3.1.6 Soffit White
- 3.1.7 Window/Door Trim Charcoal QC306
- 3.1.8 Steel Doors Metropolitan AF690 (exterior & interior)
- 3.1.9 Exterior Windows Black
- 3.1.10 Siding color 1 (panel) Stormy Sky 1616
- 3.1.11 Siding color 2 (plank) Brick Red 2084-10
- 3.1.12 Siding Color 3 (panel) Metropolitan AF690
- 3.1.13 “DecTec” flooring Bronze (stair landing and ramp)

3.2 Interior

- 3.2.1 Vinyl covered ceiling Class I, Adobe White
- 3.2.2 Walls Class I, Heather Champagne
- 3.2.3 Suite Floors (vinyl) Stratamax Deep Creek Timbers x4620 Hearth
- 3.2.4 Suite Washrooms Floor Tarkett Standard Plus 3068 494
- 3.2.5 Common Area Floor IQ Granit 382 Yoga
- 3.2.6 T-Bar ceiling White (universal washroom, Office, corridors,)
- 3.2.7 Casings Prefinished, #3002 profile, Try Cherry

3.2.8	Suites Base (vinyl)	Johnsonite #63 Burnt Umber
3.2.9	Common Area/Wshrm	Pewter #38
3.2.10	Plastic laminate	Pionite PFA54 Suede Streets of San Francisco
3.2.11	Window liners	Prefinished White PVC
3.2.12	Window drapes	Nova 0870, color 019 Brown
3.2.13	Electrical Devices	White
3.2.14	Appliances	White except stainless steel cooktop
3.2.15	Cabinets/Millwork	White
3.2.16	Millwork	Brown Pearwood (PTAC Shelf)
3.2.17	Furniture	Chocolate Pear
3.2.18	Doors	(Hollow) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss (Solid) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss (Steel) Painted, color match Benjamin Moore HC-108 Sandy Hook, semi-gloss
3.2.19	Door Labels	Black w/ White Letters (Lanacoid)
3.2.20	Handrails (stairwells)	Powder coated aluminum, Black
3.2.21	Backsplash	Daltile – Beach DK04 with grout #14 Biscuit

4.0 Construction

4.1 Foundation (Site installed)

- 4.1.1 Galvanized multipoint foundation frame
- 4.1.2 5x8 wood bearing plate on galvanized multipoint foundation frame on compacted gravel base and tensile fabric “Tensar”

4.2 Exterior Stairs, Ramp and Landings (Site installed)

- 4.2.1 Wood exit stairs with aluminum handrail and pony wall guardrail
- 4.2.2 non-slip floor over 3/4” pressure treated plywood with 2x6 wood frame and aluminum railing system (ramp)
- 4.2.3 vinyl decking, aluminum railing system (entry porch)

4.3 Skirting (Site install)

- 4.3.1 30ga. Perforated corrugated metal siding (horizontally installed) complete with metal flashings
- 4.3.2 2x4 treated wood studs at 24" on centre, kiln dried, SPF #2 or better

4.4 Others (Site install)

- 4.4.1 Supply and install lockable waste / recycling enclosures
- 4.4.2 Supply and install secured & covered bike storage
- 4.4.3 Supply and install electrical module for BC Hydro main

5.0 Roof Assemblies

5.1 Ceiling Finishes

- 5.1.1 A: 1 layer 1/2” type-c vinyl clad gyproc class 1, 20 FSR screwed to joists, white rosettes and battens (Level 3)

5.1.2 B: T-Bar suspended ceiling, 2x4 prefinished tiles, pre-finished white TEE and Angle mouldings, 70 FSR below 2 layers 1/2" type C standard gyproc, Class 1, 20 FSR screwed and fire caulked (corridors)

5.1.3 C: 2 Layer – 1/2" type C vinyl clad gyproc, screwed to joists, white rosettes (Levels 1 & 2)

5.2 Roof – Level 3

5.2.1 Fall protection

5.2.2 Backing for fall protection

5.2.3 Continuous roof ridge venting c/w bug screen and 26 Ga. Galvanized metal roof cap.

5.2.4 45 mil. EPDM roofing complete with termination bar and drip flashing

5.2.5 1/2" OSB sheathing, glued and ring nailed

5.2.6 Upstand-2x10 reverse taper (7 3/4" to 1 1/2") over junction walls only

5.2.7 2x10 tapered from 7 3/4" to 1 1/2" at 16" on centre, kiln dried, SPF #2 or better

5.2.8 2x10 roof joists at 16" on centre, kiln dried, SPF #2 or better

5.2.9 R31, or better, friction fit fibreglass batt insulation

5.2.10 Joist hangers

5.2.11 End and rim joists refer to roof-framing plans

5.2.12 6 mil. vapour barrier

5.2.13 32" high Fascia parapet c/w 2x4 framing and 3" concealed metal soffit

5.2.14 5" gutters and 4" downspouts complete with splash pads

5.2.15 See ceiling finishes

5.3 Roof – Level 1 and 2

5.3.1 45 mil. EPDM roofing complete with termination bar and drip flashing

5.3.2 1/2" OSB sheathing, glued and ring nailed

5.3.3 Upstand-2x10 reverse taper (7 3/4" to 1 1/2") over junction walls only (Level 1)

5.3.4 2x10 tapered from 7 3/4" to 1 1/2" at 16" on centre, kiln dried, SPF #2 or better

5.3.5 2x8 roof joists at 16" on centre, kiln dried, SPF #2 or better

5.3.6 R20, or better

5.3.7 Joist hangers Simpson strong tie LUS 26

5.3.8 End and rim joists refer to roof-framing plans

5.3.9 6 mil. vapour barrier

5.3.10 Vented metal soffits exterior roof areas only (Level 1)

5.3.11 32" high Fascia parapet c/w 2x4 framing

5.3.12 Gutters and downspouts complete with splash pads

5.3.13 See ceiling finishes

6.0 Floor Assemblies

6.1 Floor Finishes

6.1.1 2.0mm commercial grade homogenous sheet vinyl, pre-waxed, seams welded (throughout, except as noted)

6.2 Floor – Level 2 and 3

6.2.1 2 layers 2x6 sleepers on three sides of module

6.2.2 3/8" plywood undersheathing, glued and ring nailed and painted

- 6.2.3 2x10 floor joists at 16" on centre, kiln dried, SPF #2 or better
- 6.2.4 Rim joists & end joists – refer to floor framing plans
- 6.2.5 Raised floor under mop sink (storage room @ each floor)
- 6.2.6 5/8" T&G plywood subfloor, select fir, glued, ring nailed and screwed
- 6.2.7 3/8" nominal, plywood underlayment board, 'U-lay' or equal, glued and mechanically fastened to subfloor
- 6.2.8 See floor finishes

6.3 Floor – Level 1

- 6.3.1 3/8" plywood undersheathing, glued and ring nailed and painted
- 6.3.2 2x10 floor joists at 16" on centre, kiln dried, SPF #2 or better c/w joist hangers
- 6.3.3 Triple rim joists, double end joists
- 6.3.4 Raised floor under mop sink
- 6.3.5 R31, or better, friction fit fibreglass batt insulation
- 6.3.6 5/8" T&G plywood subfloor, select fir, glued, ring nailed and screwed
- 6.3.7 3/8" nominal, plywood underlayment board, 'U-lay' or equal, glued and mechanically fastened to subfloor
- 6.3.8 See floor finishes

7.0 Wall Assemblies

Wall height = 8'-0 1/4" (Throughout except as noted)
7'-3" Dropped Ceiling

7.1 Wall Finishes

- 7.1.1 Fiber cement panels
- 7.1.2 Fiber cement planks
- 7.1.3 Galvanized corrugated metal (skirting siding)
- 7.1.4 1/2" type-c vinyl clad gyproc (throughout except as noted below)
- 7.1.5 5/8" type-x vinyl clad gyproc (exterior walls) (Energy Code)
- 7.1.6 5/8" type-x vinyl clad gyproc (fire rated rooms)
- 7.1.7 FRP paneling over 1/2" type-c raw gyproc (around mop sinks)
- 7.1.8 5/8" Abuse-resistant gyproc with battens (4' above finish floor line in corridors laundry, utility, storage and amenity area.)
- 7.1.9 1/2" type-c vinyl clad gyproc over 1/2" raw gyproc (W8b)

7.2 Exterior Walls

EW 1

- 7.2.1 2" wide metal batten 26 ga.
- 7.2.2 Fibre cement siding complete with fascia, trims and flashings
- 7.2.3 3/8" x 2 1/2" treated vertical plywood strapping at 16" o.c.
- 7.2.4 Self-adhesive weatherproofing membrane with gussets at all openings
- 7.2.5 Building wrap, installed horizontally
- 7.2.6 3/8" sheathing, OSB, glued and ring nailed
- 7.2.7 2x6 studs at 16" on centre, kiln dried, SPF #2 or better
- 7.2.8 R20 friction fit fibreglass batt insulation
- 7.2.9 1x4 belt rails, dadoed into studs, 2 rows equally spaced

7.2.10 6 mil. poly vapour barrier

7.2.11 See wall finishes

EW 2

7.2.12 2" wide metal batten 26 ga.

7.2.13 Fiber cement siding complete with fascia, trims and flashings

7.2.14 3/4" x 2 1/2" treated vertical plywood strapping at 16" o.c.

7.2.15 Insect screen 80% open

7.2.16 1 1/4" Roxul comfort board rigid insulation (min. R4) continuous

7.2.17 Self-adhesive weatherproofing membrane with gussets at all openings

7.2.18 Building wrap, installed horizontally

7.2.19 3/8" sheathing, OSB, glued and ring nailed

7.2.20 2x4 studs at 16" on centre, kiln dried, SPF #2 or better

7.2.21 R12 friction fit fiberglass batt insulation

7.2.22 1x4 belt rails, dadoed into studs, 2 rows equally spaced

7.2.23 6 mil. poly vapour barrier

7.2.24 See wall finishes

7.3 Interior Walls (throughout except as noted)

7.3.1 2x4 studs at 16" on centre, kiln dried, SPF #2 or better

7.3.2 See wall finishes

7.4 Interior Walls (corridors) STC 50 W8b

7.4.1 2x6 top and bottom plate, kiln dried, SPF #2 or better

7.4.2 2x4 staggered studs at 16" on centre, kiln dried, SPF #2 or better

7.4.3 Double foam gasket on top plate

7.4.4 R12 friction fit fiberglass batt insulation to one side

7.4.5 3/8" OSB sheathing board to underside of wall finish (shear wall locations)

7.4.6 See wall finishes

7.5 Junction Walls (STC 50 W1c typ. to suite junction walls)

7.5.1 Building wrap as required

7.5.2 3/8" sheathing, OSB, glued and ring nailed

7.5.3 2x4 studs at 16" on centre, kiln dried, SPF #2 or better

7.5.4 R12 friction fit fiberglass batt insulation

7.5.5 See wall finishes

8.0 Doors

8.1 Keying

8.1.1 No Master Key, Office keyed to #24

8.1.2 All other doors keyed to #30

8.1.3 Doors to be fire rated where required

8.2 Exterior Doors

NOTE: All exterior doors to have metal top cap installed

8.2.1 Main Entry

8.2.1.1 3'-0" x 6'-8" Single insulated metal doors, knock-down expandable steel frame, entry/exit panic hardware with lever handle lockset, automatic closer, 23x60 door lite, weather-stripping, aluminum threshold, electronic Vanguard strike with manual override

8.2.2 Fire Exits at Stair module

8.2.2.1 3'-0" x 6'-8" Single insulated metal doors, knock-down expandable steel frame, exit only panic (pushbar) hardware, automatic closer, weather-stripping, aluminum threshold, door alarm

8.2.3 Electrical Room Module

8.2.3.1 3'-0" x 6'-8" Single insulated metal door, knock-down expandable steel frame, lockset, NRP hinge (3) automatic closer, sealed half lite, weather-stripping, aluminum threshold,

8.3 Interior Doors

NOTE: All interior steel doors to have metal top cap installed

8.3.1 Suites

8.3.1.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, lever handle passage with Vanguard, viewer (mounted 60" above FFL) overhead closer, door stop, rubber door sweep, smoke seal gasket

8.3.2 Washroom

8.3.2.1 2'-0" x 6'-8" Single hollow core wood composite doors, wood frame, lever handle privacy set, door stop

8.3.2.2 3'-0" x 6'-8" Single hollow core wood doors, wood frame, lever handle privacy set, door stop (Handicap suites)

8.3.3 Storage, Sprinkler Room,

8.3.3.1 2'-6" x 6'-8" Single non-insulated metal doors, 45 min FRR, knock-down expandable steel frame, lever handle lockset, overhead closer (storage only), door stop, rubber door sweep, smoke seal gasket,

8.3.4 Utility Room

8.3.4.1 3'-0" x 6'-8" Single non-insulated metal doors, knock-down expandable steel frame, lockset,

8.3.5 Vestibule

8.3.5.1 3'-0" x 6'-8" Single non-insulated metal doors, knock-down expandable steel frame, push pull hardware, overhead closer, 23x60 door lite

8.3.6 Office

8.3.6.1 3'-0" x 6'-8" Single non-insulated metal door, knock down expandable steel frame, lever handle lockset, 23 x 19 3/4 door lite, door stop

8.3.7 Universal Washroom

8.3.7.1 3'-0" x 6'-8" Single non-insulated metal door, knock-down expandable steel frame, , lever handle privacy set, door stop-wall mounted

8.3.8 Exit Door (to Stairs)

8.3.8.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, exit only panic hardware, lever handle passage set, overhead closer, 6 x 19 3/4 sealed half lite, aluminum threshold, rubber door sweep, smoke seal

8.3.9 Laundry

8.3.9.1 3'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, , lever handle passage set, overhead closer, door stop-wall mounted

8.3.10 Hot Water Tank

2'-0" x 6'-8" Single non-insulated metal doors, 45min FRR, knock-down expandable steel frame, lever handle lockset, overhead closer, door stop-wall mounted

9.0 Windows**Fenestration requirements**

Min. performance grade: 30

Min. positive design pressure: 1440 PA

Min. negative design pressure: 1440 PA

Min. water penetration test pressure: 220 PA

Min. air infiltration/exfiltration: A2

9.1 Exterior Windows

9.1.1 5'-0" x 4'-0" vinyl nail on flange, horizontal slider, 1/2" sealed air, low E argon gas filled, insect screens, drapes (suites only) pvc window liner

9.1.2 7'-6" x 4'-0" steel frame, horizontal slider, GPW glass, Fire-rated 45min

9.1.3 6'-0" x 1'-6" vinyl nail on flange, transom windows, 1/2" sealed air, low E argon gas filled, pvc window liner

9.1.4 3'-0" x 4'-0" vinyl nail on flange, fixed, 1/2" sealed air, low E argon gas filled, (exit stairs) pvc window liner

9.1.5 4'-6" x 4'-0" vinyl nail on flange, horizontal slider, 1/2" sealed air, low E argon gas insect screen, pvc window liner

9.2 Interior Windows

9.2.1 4'-0" x 4'-0" Fixed single glass window, laminated, melamine frame (Reception to Vestibule at Main Entry)

10.0 Mouldings and Finishings

10.1 Mouldings

10.1.1	Base	2 ½" vinyl base Cove-up floor in Common Washroom and Laundry
10.1.2	Casing	Prefinished wood #3002
10.1.3	Battens	2" VC peel and stick battens to match wall finish and 3" VC peel and stick battens (O/S and I/S corners)
10.1.4	Battens	3 1/2" VC battens (to match walls) located between abuse resistant drywall to bottom & VC gypsum board above (Corridors, amenity and vertical junctions on stairwells)
10.1.5	Window liners	Prefinished PVC, integrated with window frame
10.1.6	Ceiling	2" VC pel and stick battens to match walls, 1 1/2" VC peel & stick battens (wall/ceiling junctions)

10.2 Junction Materials

10.2.1	Roof	30ga. Roof cap over EPDM Strip over site installed screwed plywood sheathing
10.2.2	Exterior wall	fiber cement panels
10.2.3	Interior wall	1x5 finger-jointed wood painted
10.2.4	Ceiling	T-Bar suspended ceiling over site installed screwed plywood sheathing
10.2.5	Steel door frame	Vinyl clad gyproc returns
10.2.6	Floor	Floor cutback, site installed screwed plywood sheathing site seamed flooring
10.2.7	Wall envelope	Fibreglass batt insulation between modules
10.2.8	Floor envelope	Fibreglass batt insulation between modules
10.2.9	Roof envelope	Fibreglass batt insulation between modules

10.3 Stair finishing

10.3.1	Handrails	Powder coated aluminum with brackets, splices and end caps
10.3.2	Nosing	Metal

11.0 Millwork

11.1 Millwork Construction

11.1.1	Countertops: plastic laminate with back splash where required
11.1.2	Cabinets: melamine with particle board core
11.1.3	Suite Kitchen Countertops: particle board core with backsplash
11.1.4	Doors: melamine with particle board core
11.1.5	Hardware: 4" D pulls, brushed nickel

11.2 Millwork Items

11.2.1	For millwork in bedrooms, see Equipment and Furniture
11.2.2	Lower cabinet, plastic laminate counter top, shelves and doors
11.2.3	Upper cabinets, shelves and doors, (suites)

- 11.2.4 Lower cabinet, shelves and doors, counter top (suites)
- 11.2.5 Counters with doors, drawers and shelving below (reception & amenity room)
- 11.2.6 Upper cabinets with doors and shelves (amenity room)
- 11.2.7 Open under vanities (HC washrooms)
- 11.2.8 Enclosed vanities with doors
- 11.2.9 Electrical subpanel enclosures with doors
- 11.2.10 48"x 8" melamine with particle board core, wall shelving with brackets over PTACS.

12.0 Furniture, Fixtures and Equipment

12.1 General

- 12.1.1 Storage shelving, 30x18, 3 tier, epoxy coated wire at storage room

12.2 General Furniture

- 12.2.1 Office desk with drawers

12.3 Suite Furnishings

- 12.3.1 single-size metal bed frame with box spring and mattress
- 12.3.2 Wardrobe closet, shelf and rod
- 12.3.3 48" flat-panel television
- 12.3.4 Dining table
- 12.3.5 30"x19" Dresser c/w finished back
- 12.3.6 Sled-style chair
- 12.3.7 Club chair
- 12.3.8 Towel bar
- 12.3.9 Double robe hook
- 12.3.10 Toilet paper holder
- 12.3.11 Shower curtain
- 12.3.12 Grab Bars (Accessible Washrooms)
- 12.3.13 Mirrors

12.4 General Appliances

- 12.4.1 Residential refrigerator with freezer (Amenity Area)
- 12.4.2 Residential microwave (Amenity Room)
- 12.4.3 Bar fridge (suites)
- 12.4.4 2 burner electric cooktop with range hood (suites)

13.0 Mechanical

13.1 Mechanical Equipment

- 13.1.1 PTAC units, electric, 2 kW, wall mounted, hidden vent
- 13.1.2 Kitchen exhaust hoods, (ducted to outdoor)
- 13.1.3 Suite exhaust fans, ceiling mounted, 2-speed "Broan ZB90LC" or equal
- 13.1.4 Suite washroom, exhaust fan wall mounted, exterior hood termination
- 13.1.5 Universal washroom/Laundry exhaust fan, ceiling mounted, 90 cfm
- 13.1.6 Amenity room/Corridors/Stairs exhaust fan switched with lights, wall mounted exterior hood termination
- 13.1.7 "Thermolec" FER -8-3-240/1 make up air system, electric, (at each floor)

- 13.1.8 500, 750, 1000 watts Electric baseboard heaters, built in thermostats
- 13.1.9 2000 Watt Electric fan heaters, built in thermostats (entries/exits)
- 13.1.10 Corridor exhaust fans, wall-mounted, 70 CFM (2 per floor)
- 13.1.11 Laundry room exhaust fan

14.0 Plumbing

14.1 Plumbing Distribution

- 14.1.1 Water distribution pipes 1" and less to be PEX
- 14.1.2 Water distribution pipes larger than 1" to be Aquatherm
- 14.1.3 Water lines concealed where possible
- 14.1.4 Drain, waste, vent system to be ABS
- 14.1.5 Water and drain rough-ins for future washer and dryers in laundry facilities
- 14.1.6 Vents concealed

14.2 Plumbing Fixtures

- 14.2.1 Electric hot water tank, ("AO Smith" SS12SEB30 1P, 240V 3000W) 12 US gallons c/w QS-50 Quick Strap galvanized strap with bolts, clips and nuts, (suites)
- 14.2.2 Electric hot water tank, ("AO Smith" DRE-52-12 208V, 3P 12000W) 50 US gallons (Laundry room)
- 14.2.3 Water closets
- 14.2.4 Accessible water closets
- 14.2.5 Vanity sinks with faucets
- 14.2.6 Accessible Vanity sinks with faucets
- 14.2.7 Kitchen sink, single compartment (Amenity Area)
- 14.2.8 Bar sink, single compartment (Suites)
- 14.2.9 32"x32" fibreglass showers with single lever faucet
- 14.2.10 Accessible Shower
- 14.2.11 Mop sinks
- 14.2.12 Floor drains (washrooms)
- 14.2.13 Laundry sink

15.0 Fire Suppression

- 15.1.1 Sprinkler system NFPA 13R, piping concealed where possible
- 15.1.2 Fire extinguishers as per NFPA 10 c/w wall brackets

16.0 Electrical and Communications

16.1 Electrical Service

- 16.1.1 600A 120/208V 3 phase service entrance distribution
 - BC Housing approved pull station
 - Disconnect switch
 - BC Housing CT section
 - BC Housing meter base
 - Sub-feed breakers for each sub-distribution panel (400A x 3)
- 16.1.2 120/208V single phase sub panels (x3), recessed wired to hallway
 - 12x60A 2P breakers

- 16.1.3 120/240 single phase 60A Suite panels wired to corridor
- 16.1.4 Sub-distribution panels & suite panel feeders (site installed)
- 16.1.5 Transformer 225KVA-600V:120/208V 3P

16.2 Lighting

- 16.2.1 Exterior LED light fixtures with photocell
- 16.2.2 Interior LED ceiling mounted light fixtures
- 16.2.3 Ceiling fluorescent fixtures, surface mounted, 2 lamps with diffuser
- 16.2.4 Ceiling mounted compact fluorescent
- 16.2.5 Illuminated exit signs and emergency lighting throughout

16.3 Devices

- 16.3.1 Light switches, white
- 16.3.2 Duplex receptacles, white
- 16.3.3 GFI receptacles, white (vanities, kitchen counters)
- 16.3.4 Exterior weatherproof receptacles
- 16.3.5 Fridge receptacle
- 16.3.6 Junction boxes for hardwired heat trace c/w self-regulating heat trace cable
- 16.3.7 Heat trace controller
- 16.3.8 Heat trace connector

16.4 Fire Alarm

- 16.4.1 Addressable fire alarm system
- 16.4.2 Fire alarm panel, detectors, mini horns in bedrooms, horn/strobe combos, Pull-stations, shut down relays
- 16.4.3 Smoke alarm in suites

16.5 Communications

- 16.5.1 Service connections not included
- 16.5.2 Tele/Data outlet box with blank face plate with conduit through floor, (Office and Reception Area) conduit to hallway

ID	SECTION	RESPONSIBILITY			COMMENTS/NOTES
		HN	VAHA	N/A	
1.0.	SECTION 1 - FORM OF AGREEMENT				
1.1	CCDC 14		✓		
2.0.	SECTION II - CONDITIONS OF AGREEMENT				
2.1	Modified BC Housing Supplemental General Conditions		✓		Approved by Horizon North and BC Housing
3.0.	SECTION III - PROJECT EXECUTION				
3.1	Permits and Approvals				
3.1.1	Legal Survey Plan / Title Search		✓		
3.1.2	Zoning Approval		✓		
3.1.3	Environmental Site Assessment / Site Profile		✓		
3.1.4	Geotechnical Assessment / Report		✓		
3.1.5	Development Permit Application	✓			
	.1 DP and DCC Fees		✓		Cash Allowance
3.1.6	Building Permit Application	✓			
	.2 BP Fees		✓		Cash Allowance
3.1.7	Ministry of Transportation and Highways Approval	✓			Transportation of Modules
3.2.	Construction				
3.2.1	Construction Survey / Layout	✓			
3.2.2	Site/Soil Remediation	✓			Cash Allowance
3.2.3	Site Clearing and Stripping	✓			Cash Allowance
3.2.4	Earthworks	✓			Cash Allowance
3.2.5	Earthworks - Erosion control and Dewatering	✓			Cash Allowance
3.2.6	Building Modules - Foundation	✓			Galvanized steel and aluminum, 3 dimensional, reinforced space frame
3.2.7	Building Modules - Supply and install	✓			
3.2.8	Mechanical/HVAC System	✓			
3.2.9	Plumbing	✓			
3.2.10	Fire Protection	✓			
3.2.11	Building Automation System & HVAC Controls	✓			
3.2.12	Paving		✓		Not included.
3.2.13	Landscaping Softscape and Hardscape, Bike Storage and Garbage Enclosures, and irrigation.	✓			Cash Allowance
3.3.	On-site Civil				
3.3.1	Connection Fees		✓		
3.4	Off-site Civil (Services and Utilities)		✓		To inside of property line including risers to within building perimeter
3.4.1	Design, Tie-in and Connection Fees		✓		
3.4.6	Electrical		✓		
	BC Hydro Application for service		✓		
	BC Hydro Connection to Electrical Room		✓		Co-ordination of service by VAHA
3.4.8	Fire Alarm		✓		
3.4.9	IT/Communication		✓		Shaw / Bell / Telus?
	Service provider to supply main truck and distribution panel		✓		
3.5	Cleaning and Waste Management	✓			
3.6	Closeout Procedures	✓			
3.7	Closeout Submittals	✓			
3.7.1	Maintenance Contracts		✓		
4.0.	SECTION IV - TECHNICAL INFORMATION				
4.1	Utility Tie-ins		✓		
5.0.	SECTION V - FUNCTIONAL SPECIFICATIONS				
5.1	Project Description				
5.2.	General Project Requirements	✓			
5.2.1	Building Performance Requirements	✓			

ID	SECTION	RESPONSIBILITY			COMMENTS/NOTES
		HN	VAHA	N/A	
5.2.2	Facility Shell Performance Requirements	✓			
5.2.3	Interiors Performance Requirements	✓			
5.2.4	Facility Services Performance Requirements	✓			
5.2.5	Equipment and Furnishings Performance Requirements	✓	✓		Furnishing Performance Rqmts by VAHA
5.2.6	Site Construction Performance Requirements				
5.3	SECTION V: WASTE MANAGEMENT	✓			
6.0.	SECTION VI - HEALTH, SAFETY & ENVIRONMENT MNGMT	✓			
7.0.	SECTION VII - QUALITY MANAGEMENT	✓			
8.0	SECTION VIII - TEMPORARY FACILITIES				
8.2	Temporary Facilities and Controls	✓			
8.3	Construction Facilities	✓			
8.4	Vehicular Access and Parking	✓			
8.5	Temporary Barriers and Enclosures	✓			
8.6	Temporary Controls	✓			
8.7	Project Identification	✓			
8.7.1	Temporary Project Signage	✓	✓		VAHA to provide their own signage.
9.0	Section IX - Project Controls and Reporting to Owner	✓			
9.1	Project Meetings	✓			
9.2	Construction Schedule	✓			
9.3	Construction Progress Reporting & Documentation	✓			
10.0	Section X - Transfer of Care, Custody and Control	✓			
10.1	Substantial Performance Review	✓			
10.2	Final Review of Facility with Owner	✓			
10.3	Operation and Maintenance Manuals & Record Drawings to Owner	✓			



Pricing Schedule

Client: VAHA
Project: 220 Terminal Concept
Location: Vancouver, BC (two separate locations, to be determined)
Date: October 5, 2017

Design Stage: Schematic
Size (SF): 14792

s.17(1), s.21(1)

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
SUPPLEMENTARY GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT
CCDC14 - 2013
DESIGN-BUILD AGREEMENT (Owner Procured Land)
October 2016 Version

The Agreement is amended as follows:

Add:

“ARTICLE A - 1A CONDITION PRECEDENT

It is a condition precedent to the *Owner's* obligation to fulfill the terms and conditions of this *Contract*, but not to there being a binding agreement between the *Owner* and the *Design-Builder*, that BC Housing has issued a Loan Commitment for the *Project*. The *Owner* will provide to the *Design-Builder* a letter confirming that the Loan Commitment for the *Project* has been issued.”

ARTICLE A-1 DESIGN SERVICES AND THE WORK

Add:

- “1.4 The *Design-Builder* shall properly design and fully construct the *Work* in accordance with BC Housing requirements, the requirements of all federal, provincial and local government authorities having jurisdiction and the rules and customs of best trade practice (meaning practice of the industry and not necessarily “local practice”) with the object of constructing modestly priced housing. Without limiting the generality of the foregoing, the *Work* shall include:
- .1 the provision of all professional design and engineering services necessary to properly prepare fully detailed and professionally sealed plans and specifications which meet, as determined by BC Housing, the requirements of the applicable *BC Housing Design and Construction Standards*;
 - .2 inspection during and upon completion of construction by the *Consultant* to ensure conformance of the *Work* to the *Contract Documents*; and
 - .3 all necessary approvals, licences, permits, charges and certificates including the building permit for the *Work*.
- 1.5 The *Design-Builder* shall at all times be fully responsible to the *Owner* for any errors, omissions, or deficiencies in the *Contract Documents*, including any revisions and addenda thereto and shall be fully liable for all direct, consequential and additional costs incurred by the *Owner* as a direct or indirect result of such errors, omissions or deficiencies.
- 1.6 At least 7 calendar days prior to the commencement of construction, the *Design-Builder* shall deliver to the *Owner* all of the following:
- .1 Proof of all necessary permits, licences, certificates and other authorizations required by all municipal, provincial or federal authorities, for the *Work* and proof of payment of all applicable fees;

- .2 Certified copies of all insurance policies required by this *Contract*;
- .3 The performance and labour and material payment bonds required by this *Contract*;
- .4 A construction schedule satisfactory to the *Owner* as required by paragraph 3.6.1 of the Supplementary Conditions of the *Contract* including, in a graphic form, the proposed dates of commencement and completion of each of the various subdivisions of the *Work*, and corresponding to the breakdown of work shown on the schedule of values, as required by paragraph 5.2.4 of the *Contract* so as to facilitate evaluation of applications for payment;
- .5 A schedule of values of the various parts of the *Work* as required by paragraph 5.2.4 of the *Contract*;
- .6 A schedule of anticipated monthly progress payments as required by paragraph 5.2.5 of the Supplementary Conditions of the *Contract*;
- .7 Proof that the *Design-Builder* has obtained Workers' Compensation Board registration and clearance;
- .8 Proof that the Design-Builder is in compliance with all applicable Homeowner Protection Act regulations and requirements, including the following:
 - (1) proof that the Design-Builder has a residential builder licence (provide licence number and expiry date);
- .9 A statutory declaration pursuant to BC Housing's Conflict of Interest Guidelines.

1.7 The *Design-Builder* will give to the *Owner* a minimum of 45 calendar days' written notice that the Design-Builder will meet the date set in Article A-1 for Substantial Performance of the Work.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 Add the following:

"BC Housing Supplementary General Conditions of the Stipulated Price Contract CCDC 142013 Design- Build Agreement Owner Procured Land. Applicable BC Housing Design Guidelines and Construction Standards, as agreed upon between the Owner and BC Housing

Add:

"3.2: The *Design-Builder* acknowledges that it has reviewed and satisfied itself as to the *Contract Documents*, including without limitation, the plans, specifications, consultant reports, and other materials referred to in this Article, the observable site conditions, and all other materials it desires, prior to execution of this *Contract*. The *Design-Builder* agrees that, on execution of this *Contract*, the *Design-Builder* will assume full responsibility for completion of the *Project*, notwithstanding any defect or deficiency or incompleteness in any of the foregoing, it being acknowledged that, since this is intended to be a turnkey contract, the *Design-Builder* is taking the risk of any defects, deficiencies or incompleteness in any of the foregoing."

ARTICLE A-4 CONTRACT PRICE

Add:

“4.6 The *Contract Price* includes all costs of the *Work*, including, without limitation, all costs incurred in the design and construction of the *Work*, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the *Owner* as specifically set out in this *Contract*, and the *Contract Price* shall include, without limitation:

- .1 all professional design, engineering and construction services and products reasonably necessary to properly perform the *Work* and to permit the *Project* to operate as contemplated following *Substantial Performance of the Work*;
- .2 all labour and materials;
- .3 all permits, fees, licences and certificates of inspection and insurance in connection with the *Work* required by all authorities having jurisdiction including residential builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
- .4 all inspections required for specific warranty conditions;
- .5 all inspections by all authorities having jurisdiction;
- .6 all material testing required under bylaws, ordinances, rules, regulations, orders and approvals of all public authorities having jurisdiction;
- .7 an updated survey of the Place of Work prepared by a British Columbia Land Surveyor confirming the exact area of the property, the location of all registered easements or statutory rights of way, and confirming that the position of the buildings, including foundations and overhangs, building heights and finish grades comply with all municipal requirements;
- .8 all required soils reports;
- .9 a *Project* sign mutually agreed to between the *Owner* and the *Design-Builder*;
- .10 all warranties required under the *Contract*;
- .11 all bonds required under the *Contract*;
- .12 all insurance required under the *Contract*;
- .13 the construction or installation of all off site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the *Project*;
- .14 two (2) complete sets of white prints and CAD file of all as built drawings for the *Project*; and
- .15 all requirements of any subdivision, site plan, development or other agreement with the municipality.

ARTICLE A-5 PAYMENT

In paragraph 5.1, line 3, after the words “the *Owner*” add:

“, after receiving the prior written approval of *BC Housing*.”.

Add:

“ARTICLE A-9 THE CONSULTANT

- 9.1 The *Design-Builder* will provide the architectural and engineering services required for the *Project* through the *Consultant* and the *Sub-Consultants*. The *Consultant* and *Sub-Consultants* will be:

<i>Consultant/Sub-Consultant</i>	Full Legal Name
<i>Consultant</i>	
Architect (if not the <i>Consultant</i>)	
Certified Professional	
Electrical Engineer	
Mechanical Engineer	
Structural Engineer	
Geotechnical Engineer	
Landscaping Consultant	
Civil Engineer	
Surveyor	
Construction & Project Manager	
Management Consulting Professional	

The *Design-Builder* shall not change any *Sub-Consultant* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld. The *Consultant* shall not be changed excepted in accordance with paragraph 2.1.3 of GC 2.1.

The *Design-Builder* will ensure that the *Consultant* and all *Sub-Consultants* will sign an agreement and acknowledgement with the *Owner* in which such party:

- .1 agrees that, without regard to payment by the *Design-Builder*, the *Owner*, its successors and assigns, will have a licence to use the *Contract Documents* for the purposes of the *Project* and such party will act in an even handed fashion in the administration of the Contract; and
- .2 consents to an assignment to the *Owner* of the agreement between it and the *Design-Builder* effective on any default under this *Contract* by the *Design-Builder*, provided however that such party will not be obligated to provide services thereunder unless and until all payments then due thereunder are made in full,

and the form of such agreement will be subject to the approval of both the *Owner* and *BC Housing*. Notwithstanding such agreements, acknowledgements and assignments, the *Design-Builder* will remain fully liable for defects or deficiencies in the *Work*, even if the parties to such agreements and acknowledgements are also liable.

ARTICLE A-10 LATE COMPLETION

- 10.1 If *Substantial Performance of the Work* is not certified on or before the date that *Substantial Performance of the Work* is to be certified as set out in paragraph 1.3 of Article A-1 THE WORK or as subsequently extended pursuant to GC6.5 DELAYS (the “*Scheduled Substantial Performance Date*”), the *Design-Builder* shall pay to the *Owner* an amount equal to all costs and damages incurred by the *Owner* as a result of the failure of the *Design-Builder* to attain *Substantial Performance of the Work* by the *Scheduled Substantial Performance Date*, where the costs and damages are a direct result of a default by the *Design-Builder*. The costs and damages suffered by the *Owner* are understood by the *Design-Builder* to include, without limitation:
- .1 The interest costs incurred by the *Owner* under its mortgage to finance the construction of the *Project* for each day from and including the *Scheduled Substantial Performance Date* until *Substantial Performance of the Work* is certified pursuant to GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK;
 - .2 Consequential losses and pure economic losses suffered by the *Owner* as a direct or indirect result of the default of the *Design-Builder*;
 - .3 Temporary housing costs incurred by, or by the *Owner* on behalf of, the tenants of the *Owner*; and
 - .4 Transportation and storage costs incurred by, or by the *Owner* on behalf of, such tenants due to the unavailability for occupancy of the housing units.
- 10.2 Notwithstanding anything to the contrary contained in this *Contract*, the *Owner* shall have the right to set off against any amount owing by the *Owner* to the *Design-Builder* pursuant to this *Contract* any and all such costs and damages due to the *Owner* by the *Design-Builder* pursuant to paragraph 10.1 of this Article A-10 LATE COMPLETION.

ARTICLE A-11 TIME OF THE ESSENCE

- 11.1 All time limits stated in this *Contract* are of the essence of the *Contract*.”

DEFINITIONS

20 Substantial Performance of the Work

Delete and replace with the following:

“*Substantial Performance of the Work* shall have been reached when:

- .1 the *Work* is ready for use or is being used for the purpose intended and is so certified by the Consultant; and
- .2 a Certificate of Completion has been issued for the *Work* as a whole.”

Other Consultant

Delete and replace with the following:

“*Other-Consultant*” means the person(s) or entity (entities) retained by the *Design-Builder* and identified as such in the Agreement. *Other Consultant* may be an architect, engineer or entity licensed

to practice in British Columbia. The term *Other Consultant* means an *Other Consultant* or an *Other Consultant* s authorized representative.

Add:

“27. **BC Housing**

BC Housing means the British Columbia Housing Management Commission and its authorized agents or representatives.

28. **Builders Lien Act**

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c.45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

29. **Certificate of Completion**

A *Certificate of Completion* is a certificate of completion as defined in the *Builders Lien Act* issued by the *Payment Certifier*.”

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC1.1 CONTRACT DOCUMENTS

1.1.7 Delete and replace with the following:

Copyright for the design and drawings and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Design-Builder*, *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Design-Builder*, *Consultant*’s or *Other Consultant*’s services and shall remain their property, whether or not the *Work* for which they are made is executed and where there or not the Design-Builder has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.

Add:

1.1.11 “The *Design-Builder* will provide to the *Owner*, without charge, sufficient copies of the *Contract Documents* to allow the *Owner* to monitor the *Work*”

Add:

1.1.12 “The *Owner* and its successors and assigns may use the *Contract Documents* for additions or alterations to the *Project*, without obtaining any consent or permission or making any payment. The *Design-Builder* warrants that it has and shall obtain any and all waivers, assignments and approvals needed to confer this perpetual right and license.”

GC1.3 RIGHTS AND REMEDIES

Add:

- “1.3.3 No inspection, review, approval, consent or any other act or omission on the part of the *Owner* or the *Payment Certifier* shall relieve the *Design-Builder* of any obligations under the *Contract* to complete the *Work* strictly in conformance with all applicable plans and specifications.”

GC1.4 ASSIGNMENT

Add:

- “1.4.2 Notwithstanding paragraph 1.4.1, the *Owner* may assign its interest in the *Contract* and any of its rights and remedies available at law to *BC Housing* at any time without the consent of the *Design-Builder* and, upon receipt of written notice as to the effective date thereof from *BC Housing*, the *Design-Builder* shall thereafter be bound thereunder to *BC Housing* for the performance of the *Design-Builder's* covenants and warranties.”

PART 2 OWNERS RESPONSIBILITIES

GC2.4 ROLE OF THE PAYMENT CERTIFIER

Add:

- “2.4.10 “The *Payment Certifier* will conduct reviews of the *Work* from time to time and, based upon such reviews will determine the date of *Substantial Performance of the Work*, issue *Certificates of Completion* for all or designated portions of the *Work* and identify and estimate values for deficient and incomplete items of work as provided in GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK, GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, GC5.6 PROGRESSIVE RELEASE OF HOLDBACK and GC5.7 FINAL PAYMENT.”

GC2.5 OWNER’S REVIEW OF THE DESIGN AND THE WORK

Delete 2.5.1 and replace with:

The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*. A failure by the *Owner* to provide comments within the times identified in GC 2.5.2 and 2.5.4 shall be deemed to be a confirmation by the *Owner* that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.

GC2.6 WORK BY OWNER OR OTHER CONTRACTORS

Delete 2.6.2.2

Add:

- “2.6.3.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors.”
- “2.6.3.5 as it applies to applicable health and construction safety legislation at the *Place of the Work* the *Design-Builder* shall assume overall responsibility and be designated as the “*Prime contractor*” in accordance with GC 9.4 Construction Safety.”

Add:

- “2.6.3.6 If the *Design-Builder* has caused damage to the work of another contractor on the Project, the *Design-Builder* agrees to settle the matter with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Design-Builder* and may require the *Design-Builder* to defend the action at the *Design-Builder's* expense. The *Design-Builder* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action. Paragraph 12.1.6.2 of GC 12.1 INDEMNIFICATION shall apply.”

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC3.1 CONTROL OF THE WORK

Add to the end of 3.1.1:

The *Design-Builder* warrants and represents that it possesses and will provide and apply all the skill, expertise and experience normally provided in the performance of professional design and construction services and reasonably required to complete the *Work* and ensure that the *Work* is performed in a good, proper and workmanlike manner. If, in the opinion of the *Consultant* or the *Owner*, the *Design-Builder* makes use of methods or appliances which will not permit the proper execution of the *Work* or employs inefficient or insufficient labour which will not permit the proper execution of the *Work* within the *Contract Time*, the *Consultant* or the *Owner* may notify the *Design-Builder* to improve its construction methods whereupon the *Design-Builder* will comply without delay with such notification and will not be entitled to claim additional compensation or extension of the *Contract Time* as a result of such improvement in construction methods. If the *Design-Builder* refuses or neglects to comply with such notification within 5 *Working Days* of receipt of the notification, such refusal or neglect will be deemed to be a default by the *Design-Builder* with respect to its contractual obligations under the *Contract*. If the *Owner* acting reasonably approves or suggests any construction means, methods, techniques, sequences or procedures, it will be considered to mean only that no objection is taken thereto by the *Owner* and the adoption thereof, in whole or part, by the *Design Builder* shall be at the full risk and responsibility of the *Design Builder*. ”

GC3.3 ROLE OF THE CONSULTANT

3.3.3 Delete and replace with the following:

“If the employment of the *Consultant* is terminated, the *Design-Builder* will forthwith appoint a replacement for the *Consultant* following such termination or resignation, provided that the *Owner* and *BC Housing* first consent in writing to the replacement, which consent will not be unreasonably withheld or delayed.”

Add:

3.3.4 “The *Consultants* duties and responsibilities will include, without limitation:

- .1 The coordination required to integrate all parts of the design of the *Work*;
- .2 The provision of assistance to the *Design-Builder* to obtain approvals, permits, and licenses for the construction of the *Work*;
- .3 The conducting of general review of the progress of the construction, to the extent necessary, in order to determine to the *Consultant's* satisfaction that the construction of the *Work* is performed in compliance with the requirements of:
 - (1) the Contract Documents; and

- (2) the applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the *Work*;
- .4 The assurances required to regulatory authorities respecting substantial conformance of the design with the applicable building regulations, excluding construction safety issues;
- .5 The reviewing of any defects or deficiencies in the *Work* during the period described in GC 12.5 - WARRANTY and the issuance of appropriate instructions for the correcting of same; and
- .6 Such other work that may be required from time to time that is agreed to by the Design-Builder, the Consultant, and the Owner in writing.”

3.3.5 Add:

“The *Consultant* will deliver a copy of any *Supplemental Instructions* to the *Owner* at the same time as they are delivered to the *Design-Builder* and such *Supplemental Instructions* will not be effective until confirmed by the *Owner* if they are:

- .1 Inconsistent with items in the *Contract Documents*; or
- .2 Material or substantial.”

GC3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

3.4.1.4 Add:

“and shall take all reasonable steps to ensure that *Subcontractors* pay for their labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.”

3.4.2 Delete and replace with the following:

“Subject to paragraph 3.4.3, the *Design-Builder* agrees to employ only those *Subcontractors* proposed in writing, including the *Design-Builder*’s own forces, if any, and accepted by the *Owner* with the acceptance of the tender or on entering into this *Contract*. The *Design-Builder* shall not change any *Subcontractor* without cause and without the written consent of the *Owner*, which consent will not be unreasonably withheld.”

GC3.8 LABOUR AND PRODUCTS

3.8.1 Add:

“The *Design-Builder* agrees, with respect to the employment of all persons in the performance of the *Work*, including employment of *Subcontractors* and of persons employed by *Subcontractors*, to perform any and all obligations imposed upon employers under any employment insurance, pension, income tax and other similar and applicable Federal or Provincial laws now or hereafter in force, including the payment or deduction and remittance of any and all contributions, taxes, fees or charges under such laws and the *Design-Builder* agrees fully to comply with and to make all returns required by any and all such laws and agrees to indemnify the *Owner* against all cost, loss, liability, obligation and lien which the *Owner* may sustain or incur by reason of the failure of the *Design-Builder*, or any *Subcontractor*, to perform any of the aforesaid obligations. The *Design-Builder* agrees immediately to qualify, and will require all of its *Subcontractors* to qualify, and remain qualified throughout the term of this *Contract*, as an employer or employers under any and all such laws.”

3.8.3 Add: “The *Design-Builder* shall take all reasonable precautions to avoid labour disputes.”

Add:

“3.8.4 A *Product*, construction method or system singly named is considered exclusive and its use is mandatory, unless an equal is approved in advance by the *Owner*. Where plurally named, each named *Product*, construction method or system is approved for use under the *Contract Documents* and the choice rests with the *Design-Builder*.

3.8.5 All *Products* shall be used strictly according to manufacturers’ printed directions or recommendations unless specifically stated otherwise in the specifications. All *Products* shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers’ name and address, product type and name. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged *Products* shall be rejected and the *Design-Builder* shall remove such *Products* from the *Place of the Work* at the *Design-Builder*’s own expense.

3.8.6 The *Design-Builder* shall provide to the *Owner* at least 2 weeks prior to the *Design-Builder*’s deadline for choices, or such earlier time as is agreed between the *Owner* and the *Design-Builder*, for approval by the *Owner* such manufacturer’s standard samples as the *Consultant* may reasonably require. Samples shall be labelled as to origin and intended use in the *Work* and shall conform to the requirements of the *Contract Documents*.

GC3.12 USE OF THE WORK

Add:

“3.12.1 The *Owner* reserves the right to take possession of and use any completed or partially completed portion of the *Work*, regardless of the date of *Substantial Performance of the Work*, providing it does not interfere with the *Design-Builder*’s work. Such taking of possession or use of the *Work* or part thereof shall not be construed as *Substantial Performance of the Work* or an acknowledgement of fulfilment of the *Contract*.

3.12.2 The *Design-Builder* shall not use any service, plant or equipment installed as part of the *Work* without first receiving the written approval of the *Consultant* and the *Owner*. On receipt of such approval, the *Design-Builder* shall be subject to any conditions set out as part of such approval and shall be responsible for all costs including damage and compensation for wear.”

PART 5 PAYMENT

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.3 In line 2, delete: “and *Products* delivered to the *Place of the Work*”.

At the end thereof, add:

“No claim will be made by the *Design-Builder*, and no payment will be made by the *Owner*, for *Products* fabricated for the *Project* but stored off-site, or for *Products* delivered to the *Place of the Work* but not incorporated into the *Project* unless in the opinion of the *Payment Certifier* the *Products* will be installed within 30 calendar days of delivery, or as otherwise agreed to in writing by the *Owner*.”

5.2.5 Add:

“The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a separate line item and, in the case of each subcontract, shall accurately represent the subcontract price, and the *Consultant* and the *Owner* shall be entitled to rely on same. Separate amounts shall be shown for initial start-up, continuing expenses and *Project* closeout. A schedule stating the anticipated monthly progress payments shall be submitted with the schedule of values.”

Add:

5.2.9 Before any payment is made by the *Owner* to the *Design-Builder*, the *Payment Certifier* or the *Owner* may, by written notice, require that the *Design-Builder* furnish such further detailed information as the *Payment Certifier* or the *Owner* may determine is necessary to establish compliance by the *Design-Builder* with the *Contract Documents*.

5.2.10 Notwithstanding any application for payment or claim by the *Design-Builder*, the *Owner* will not be obligated to pay the *Design-Builder* an amount greater than that approved by *BC Housing*.

5.2.11 Every application for payment shall identify the *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as a separate entry.”

GC5.3 PROGRESS PAYMENT

5.3.1 Delete and replace with the following:

“No certificate for payment will be issued for any of the *Work* and no payment shall be approved, authorized or made unless the *Design-Builder* has provided all documents as required to be provided at that time under this *Contract*. After the receipt of a complete application for payment from the *Design-Builder* submitted in accordance with GC5.2 APPLICATIONS FOR PROGRESS PAYMENT, the *Payment Certifier* will issue to the *Owner* a certificate for payment in the amount applied for or in such other amount as the *Payment Certifier* determines to be properly due, provided that if the *Payment Certifier* amends the application, the *Payment Certifier* will promptly notify the *Design-Builder* in writing giving reasons for the amendment.”

Add:

“5.3.2 “Subject to the *Owner* receiving the written approval of *BC Housing*, the *Owner* shall make payment of 90% of the amount as determined by the *Payment Certifier* to be due to the *Design-Builder* on account in accordance with the provisions of Article A-5 PAYMENT no later than 20 calendar days after the certificate for payment has been issued, provided that the *Owner*, at its sole and absolute discretion, may retain out of such payment the amount of any outstanding liens or claims or any other indebtedness which may have been incurred by the *Design-Builder* in performing the *Work* and for which the *Owner* may in any way be held responsible. “Other indebtedness” means only such debts incurred by the *Design-Builder* to persons in privity of contract with the *Design-Builder*, debts arising out of statutory requirements and, in the case of the *Design-Builder*’s workers, any debts arising out of collective bargaining agreements, legislation applying to workers compensation, employment insurance and minimum wage standards where applicable. Upon request by the *Owner*, the *Design-Builder* shall forthwith provide a full accounting as to the disbursement of all monies paid by the *Owner* to the *Design-Builder*, including a complete list of all persons to whom monies remain due and the amounts due.”

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Delete “permitted by the lien legislation applicable to the *Place of the Work*” on the first two lines.

Add at the end of paragraph 5.4.1:

“The *Design-Builder* shall submit the following documents with its request for *Substantial Performance* review by the *Consultant*. These requirements do not limit the *Design-Builder’s Substantial Performance* obligations noted elsewhere in the *Contract*. A deficiency holdback will be retained for the estimated value of correcting or supplying the following items until they are all submitted, reviewed and accepted by the *Payment Certifier*:

- .1 The list of all deficient and incomplete items of work including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically operated devices to the *Owner’s* operating and maintenance staff and any training required by the specifications, to the *Owner’s* satisfaction;
- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .5 A complete set of marked up construction drawings and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built drawings to show all significant *Changes to the Work* made during construction;
- .6 Current certification by the Workers Compensation Board that the *Design-Builder* and all *Subcontractors* are in good standing;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Payment Certifier* and that the *Design-Builder* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 A statutory declaration in accordance with paragraph 5.2.8 of the Supplementary Conditions of the *Contract*;
- .9 A survey of the *Place of the Work* prepared by a British Columbia Land Surveyor confirming the exact area of the property and the lot and side yard dimensions and confirming that the position of the buildings, the side, front and back yard setbacks, building heights and finish grades comply with all municipal requirements; and
- .10 All keys required for the entire *Project*.

The requirement to provide documents and other items listed in sub-paragraphs . 1 through .10 does not limit the *Design-Builder’s Substantial Performance* obligations noted elsewhere in the *Contract*. A deficiency holdback will be retained for documents and other items not submitted and an estimated value is to be submitted for review and acceptance by the *Consultant*.

5.4.3 Delete and replace with the following:

“Upon receipt of the *Design-Builder’s* request for issuance of a *Certificate of Completion* for all or a designated portion of the *Work*, the *Payment Certifier* will forthwith review the *Work* to verify the validity of the request and, no later than 10 calendar days after the date of the request, will notify the *Design-Builder* and the *Owner* whether the *Work*, or the designated portion of the *Work*, is substantially performed by delivery of the applicable *Certificate of Completion*, together with verification of the holdback amount to be released pursuant to the *Builders Lien Act* with respect to any subcontract. With respect to a request from the *Design-Builder* for a review by the *Payment Certifier* for issuance of the *Certificate of Completion* for the *Work* in its entirety, the *Payment Certifier* will, in addition to making an inspection and assessment of the *Work* to verify the validity of the request, establish a list of all deficient and incomplete items of work as confirmed or provided by the *Consultant*, including an estimated value for each item, subject to the approval of such value by the *Owner* and *BC Housing*. The *Design-Builder* shall be responsible for all additional costs incurred by the *Owner* for inspection of the *Work* prior to the *Design-Builder* meeting all requirements set out in paragraph 5.4.1, and such costs shall be deducted from the monies due to the *Design-Builder* upon *Substantial Performance of the Work*. This shall not in any way be construed as limiting the applicant of the *Builders Lien Act*.

5.4.5 Delete and replace with the following:

“Immediately following the issuance of the *Certificate of Completion* for the *Work*, the *Design-Builder*, in consultation with the *Consultant* and the *Owner*, will establish a reasonable date for finishing the *Work*.”

Add:

“5.4.6 No later than 30 calendar days following issuance of the *Certificate of Completion* for the *Work*, the *Design-Builder* shall provide to the *Owner* all service contracts, manufacturer’s inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*.

5.4.7 No later than 30 calendar days following issuance of the *Certificate of Completion* for the *Work*, the *Owner* shall pay to the *Design-Builder* the balance of the *Contract Price* less:

- .1 Any holdback monies as required by the *Builders Lien Act* to be released in accordance with GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK;
- .2 The aggregate amount, if any, determined pursuant to paragraph 5.4.3 multiplied by two; and
- .3 The amount, if any, determined pursuant to GC5.8 DEFERRED WORK.

and until all of the deficient and incomplete work for which amounts are withheld pursuant to subparagraphs .2 and .3 of this paragraph 5.4.7 are rectified and completed to the satisfaction of all of the *Consultant*, the *Owner* and *BC Housing*, the *Owner* may withhold the full amounts set out in subparagraphs .2 and .3 of this paragraph 5.4.7 respectively.

5.4.8 The *Design-Builder* shall complete the deficient and incomplete work speedily and at the discretion and convenience of the *Owner*. Acceptance of the *Work* or occupancy of the *Project* or any portion thereof by the *Owner*, the *Payment Certifier* or *BC Housing* shall not relieve the *Design-Builder* from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items of work or those hidden deficiencies which become apparent during the warranty period.”

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 In line 1, delete “the Certificate of Substantial Performance of the Work” and replace with the following “the Certificate of Completion for the Work”.

Add:

“.3 If specifically requested by the *Owner*, submit acknowledgements by the major *Subcontractors* and *Suppliers* that they have been paid in full, except for amounts properly retained as holdbacks, and that they have received notification of *Substantial Performance of the Work* by delivery of a notice that the *Certificate of Completion* for the *Work* has been issued, and

.4 Submit a statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Payment Certifier* and that the *Design-Builder* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled.”

5.5.2 Delete and replace with the following:

“The *Payment Certifier* shall be the payment certifier responsible under the *Builders Lien Act* for certifying substantial completion of the *Work* and, if required, the work of a *Subcontractor* or *Supplier*, and for issuing a *Certificate of Completion*. The *Design-Builder* shall promptly provide the *Payment Certifier* with all information and documentation requested by the *Payment Certifier* to assist the *Payment Certifier* in making its inquiries and determinations for issuing a *Certificate of Completion*, including without limitation for *Subcontractors* and *Suppliers*, and shall indemnify and save the *Owner* and the *Payment Certifier* harmless from all liability arising from a failure to issue a *Certificate of Completion* when required, or from a premature issuance of a *Certificate of Completion* for a *Subcontractor* or *Supplier*, arising directly or indirectly from a failure to promptly provide complete and accurate information and documentation requested by the *Payment Certifier*.”

5.5.3 Delete.

5.5.5 Delete.

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 Add the following to the end of the first sentence:

“provided that:

.1 The *Payment Certifier* has issued a *Certificate of Completion* for such subcontract work or the *Products* supplied by such *Supplier*; and

.2 The *Design-Builder* and the *Owner* jointly agree to release the holdback amount retained for such subcontract work or the *Products* supplied by such *Supplier*, and the *Owner* has received the written approval of *BC Housing* with respect to such release.”

GC5.7 FINAL PAYMENT

5.7.1 Add:

“The *Design-Builder* may apply for final payment when the entire *Work*, except those items arising from the provisions of GC12.5 WARRANTY, has been performed to the requirements of the *Contract Documents*; all building systems have been brought to a state of full readiness for operation in

accordance with the *Contract Documents* to the satisfaction of the *Consultant* and the *Owner*; all deficient and incomplete work previously identified has been rectified or completed to the satisfaction of the *Payment Certifier*; all cleanup has been performed (including (a) removal of waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, leaving the *Place of the Work* clean and suitable for use or occupancy by the *Owner* and (b) removal of any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees) and the *Owner* and the *Owner* has received the written approval of *BC Housing* with respect to the same; all landscaping has been completed in accordance with the *Contract Documents* to the satisfaction of the *Consultant* and the *Owner*; and when the *Design-Builder* has submitted to the *Owner* all of the following:

- .1 Current certification by the Workers Compensation Board that the *Design-Builder* and all *Subcontractors* are in good standing;
- .2 Proof of release and discharge of any builders or other liens;
- .3 Special Project Possession and Warranty Certificates pursuant to the applicable warranty program;
- .4 If specifically requested by the *Owner*, satisfactory evidence that all taxes, employment insurance premiums, Canada Pension Plan contributions, duties, royalties, and all other monies required by law to be paid by the *Design-Builder* and all *Subcontractors* have been paid in full;
- .5 A statutory declaration in accordance with paragraph 5.2.8; and
- .6 Two (2) complete sets of white prints and CAD file of all as built drawings for the *Project* satisfactory to the *Owner*, showing all significant changes in the *Work* made during construction.”

5.7.2 Add:

“The *Design-Builder* shall be responsible for all additional costs incurred by the *Owner* for review and inspection of the *Work* where previously identified deficient or incomplete work has not been rectified or completed in a manner satisfactory to all of the *Owner*, the *Consultant* and *BC Housing*, making additional inspections by the *Payment Certifier* necessary, or where the *Design-Builder* has failed to satisfy all requirements set out in paragraph 5.7.1 and such costs shall be deducted from the monies due to the *Design-Builder* upon issuance of the final certificate for payment.”

5.7.4 In line 2, delete the number “5” and replace with the following the number “20”.

Add at the end thereof:

“less any monies properly retained by the *Owner* pursuant to the terms of this *Contract* and less any other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*. ”

PART 6 CHANGES IN THE WORK

GC6.1 OWNER’S RIGHT TO MAKE CHANGES

6.1.1 Add at the outset:

“Subject to the written approval of *BC Housing*”

Add:

- “6.1.3 Any substitution of *Products* specified in the *Contract Documents* or any variance from the BC Housing Design Guidelines and Construction Standards must be approved by the *Owner* and *BC Housing* in writing prior to such substitution or variation.”

GC6.2 CHANGE ORDER

6.2.1 Add at the end:

“The adjustment for the *Contract Price* shall not exceed the actual cost of the *Design- Builder’s* work for the change in the *Work*, plus an allowance for overhead and profit as follows:

- .1 For the *Design-Builder*, for overhead and profit, 10% of the actual cost of the *Design- Builder’s* work;
- .2 For the *Design-Builder*, for overhead and profit, 10% of the amount for the *Subcontractor’s* work, being the actual cost of the *Subcontractor’s* work plus the amount determined as set out in subparagraph .3 below;
- .3 For the *Subcontractor*, for overhead and profit, 10% of the actual cost of the *Subcontractor’s* work.”

For the purpose of assessing the adjustment, the following items are to be included as overhead costs and shall not be otherwise included as “actual costs”:

- .1 Personnel including estimators, schedulers, contract administrators, secretarial and clerical staff. Project managers & Site Superintendents required to admitters any change orders shall be included as actual costs.
- .2 Office Equipment including telephones, photocopies, facsimile machines, computers, printers and office supplies.
- .3 Truck and other vehicle costs.
- .4 Field Equipment and Temporary Services: Survey and layout equipment, electrical distribution panels, radio communication, temporary power installation, temporary water distribution, temporary telephone, ladders, tools normally used by each trade designation to complete the work in a timely fashion, tools and accessories, rented or purchased and miscellaneous supplies (such as light bulbs, extension cords, safety tape and adhesives).
- .5 All labour burdens, benefits and WCB premium costs. Labour burdens include: wages, benefits, contributions, assessments, employment insurance.

6.2.2 In line 1 after the word “*Owner*”, insert “, upon the written approval of BC Housing,”

- “6.2.4 If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.”

- 6.2.5 Where requested by the Consultant, the Design-Builder shall promptly provide itemized labour and material cost and quantity breakdowns, subcontractor costs, and other detailed information required to substantiate the Design-Builder's claim for a change to the Design- Builder Price or Contract Time.

GC6.3 CHANGE DIRECTIVE

- 6.3 Add:

"Unless otherwise agreed between the *Owner* and the *Design-Builder*, the allowance for overhead and profit shall be calculated as follows:

- .1 For the *Design-Builder*, for overhead and profit, 10% of the actual cost of the *Design- Builder's* work;
- .2 For the *Design-Builder*, for overhead and profit, 10% of the amount for *Subcontractor's* work, being the actual cost of the *Subcontractor's* work plus the amount determined as set out in subparagraph .3 below;
- .3 For the *Subcontractor*, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

For the purpose of assessing the adjustment, the following items are to be included as overhead costs and shall not be otherwise included as "actual costs":

- .1 Personnel including estimators, schedulers, contract administrators, secretarial and clerical staff. Project managers & Site Superintendents required to admitters any change orders shall be included as actual costs.
- .2 Office Equipment including telephones, photocopies, facsimile machines, computers, printers and office supplies.
- .3 Truck and other vehicle costs.
- .4 Field Equipment and Temporary Services: Survey and layout equipment, electrical distribution panels, radio communication, temporary power installation, temporary water distribution, temporary telephone, ladders, tools normally used by each trade designation to complete the work in a timely fashion, tools and accessories, rented or purchased and miscellaneous supplies (such as light bulbs, extension cords, safety tape and adhesives).
- .5 All labour burdens, benefits and WCB premium costs. Labour burdens include: wages, benefits, contributions, assessments, employment insurance.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

Add at the end :

- "6.4.1 The Parties acknowledge that the conditions described in the Contract Documents indicate that the Place of Work is suitable for the Work. The Owner accepts full responsibility for the conditions of the site, including without limitation, the sub-surface conditions of the site."

6.4.2 and 6.4.3 Delete and replace with the following:

- "6.4.2 The *Design-Builder* warrants that it is fully acquainted with the site comprising the *Place of the Work* having physically inspected such site and has obtained and reviewed such reports and tests as to the

subsurface conditions as may be necessary for the proper performance of the *Work* and evaluating the cost thereof. The Owner acknowledges that the Design-Builder has advised the Owner that reports have disclosed the site conditions, including subsurface conditions, may not be suitable for the Work.

6.4.3 The *Design-Builder* accepts full responsibility for having satisfied itself as to the nature, location and condition of the site including without limitation the subsurface conditions and the existing adjoining buildings and agrees as follows:

- .1 The *Owner* and *B.C. Housing* make no representations or warranties as to any aspect thereof and any information or documentation relating to the same and supplied to the *Design-Builder* is furnished solely for the *Design-Builder's* convenience; and
- .2 The failure of the *Design-Builder* to acquaint itself with any applicable condition will not relieve it from the responsibility for determining the proper methods of construction and properly estimating the difficulties, costs and time for successfully performing the Contract."

6.4.4 Delete.

GC6.5 DELAYS

6.5.3.4 In line 1, after the words "any cause beyond the *Design-Builder's* control", insert:

"except for any cause related to the inability or unwillingness of the *Design-Builder* to make payments of monies for which the *Design-Builder* is responsible for"

Add the following after "... the *Design-Builder* agrees to a shorter extension.":

"Any such extension of time shall be deemed to be in full and final satisfaction for all actual and probable losses, claims, damages, causes of action or injuries sustained or sustainable by the *Design-Builder* in respect of any such extension."

Add:

"6.5.6 During any delays in the performance of the *Work* as set out in GC6.5 DELAYS, the *Design-Builder* shall maintain adequate surveillance of the *Work* and undertake such maintenance and protection of the *Work* as may be reasonable to maintain safety and when possible to protect *Products* already installed in the *Work* or delivered to the *Place of the Work*.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDERS RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK OR TERMINATE THE CONTRACT

7.2.1 In line 1, after the word "bankrupt", insert "commits an act of bankruptcy or threatens to commit an act of bankruptcy,"

In line 2, after the word "insolvency" where it appears for the second time, insert:

"or if the *Design-Builder* at any time is in a conflict of interest as described in BC Housing's Conflict of Interest Guidelines unless the *Design-Builder* rectifies such conflict of interest within such time as may be specified by *BC Housing* or *BC Housing* approves the continuation of the *Contract* notwithstanding such conflict of interest,"

Add:

7.2.7 Except as provided in paragraphs 7.2.5.4 and 7.2.5.5, the *Design-Builder* shall have no claim or right of action against the *Owner* for any damages, costs, expenses, loss of profits or otherwise as a result of the termination by the *Owner* of the *Design-Builder's* right to continue with the *Work* in whole or in part or the termination by the *Owner of the Contract.*"

GC7.3 DESIGN BUILDER'S RIGHT TO STOP THE DESIGN SERVICES OR WORK OR TERMINATE THE CONTRACT

7.3.3 Delete. 7.3.3.1.

Delete 7.3.3.2.

Add the following as a new paragraph after paragraph 7.3.3.4:

"The foregoing defaults in contractual obligations shall not apply to the withholding of certificates of payment or payment, or both, following receipt of court ordered garnishments of monies owing to the *Design-Builder*, notice of the *Design-Builder's* failure to pay claims against the *Design-Builder* or the filing of liens against the *Project* for as long as they remain outstanding."

7.34 In line 2, delete the number "5" and replace with the following the number "20".

Add to the end of the paragraph:

"provided that if the default is of the nature set out in paragraph 7.3.3.4 and such default cannot be reasonably corrected within 20 *Working Days*, the *Owner* shall no longer be considered to be in default if the *Owner*:

.1 provides the *Design-Builder* with a reasonable schedule for correction within 20 *Working Days*; and

.2 corrects the default in accordance with such schedule."

7.36 Delete and replace with the following:

"If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Work* performed to the date of termination, including a reasonable profit thereon, for loss sustained upon *Products* and construction machinery and equipment and for reasonable wind-up costs for the removal of construction machinery and equipment from the *Place of the Work.*"

PART 8 DISPUTE RESOLUTION

GC8.1 NEGOTIATION, MEDIATION AND ARBITRATION

8.1.4 Delete the last sentence

Add:

"8.1.11 Unless both parties agree, the *Design-Builder* shall not stop the *Work*, or any part of the *Work*, pending the resolution of any dispute under the *Contract* between the parties."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

Add:

- “9.1.5 The *Design-Builder* shall be responsible generally for the care, maintenance and protection of the *Work* during construction and during any shut-down or suspension of the *Work*.
- 9.1.6 The *Design-Builder* shall ensure that all rights and privileges presently accorded to all properties adjacent to the *Place of the Work* are maintained.”

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

Delete GC9.2.1 to GC9.2.9 and replace with the following the following:

- “9.2.1 The *Design-Builder* acknowledges that any environmental assessment report with respect to the *Place of the Work* provided by the *Owner* or BC Housing has been furnished solely for the *Design-Builder*’s information and convenience and neither the *Owner* nor *BC Housing* has any obligations with respect to the presence of any toxic or hazardous substances at the *Place of the Work*.
- 9.2.2 The *Design-Builder* shall be deemed to have control and management of the *Place of the Work* with respect to any toxic or hazardous substances which are on or in the *Place of the Work* or may be brought on to the *Place of the Work* by the *Design-Builder* or the *Subcontractors*. Prior to the *Design-Builder* commencing the *Work*, the *Design-Builder* shall:
- .1 Take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work* as may be recommended in any environmental assessment report or as may be prudent; and
 - .2 Provide the *Consultant* and the *Owner* with a written list of any such substances.
- 9.2.3 The *Design-Builder* shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances at the *Place of the Work*.
- 9.2.4 The *Design-Builder* shall take all necessary steps in accordance with all applicable legislation to treat, store or otherwise dispose of toxic or hazardous substances present at the *Place of the Work*.
- 9.2.5 If the *Design-Builder*:
- .1 Encounters toxic or hazardous substances at the place of building; or
 - .2 Has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work* which were not identified pursuant to paragraph 9.2.2, or which were identified but have not been dealt with as required under paragraph 9.2.4, the *Design-Builder* shall:
 - .3 Take all reasonable steps, including stopping the *Work*, to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances; and
 - .4 Immediately report the circumstances to the *Consultant* and the *Owner* in writing and take all necessary steps in accordance with the instructions of the *Consultant* and all applicable legislation to treat, store or otherwise dispose of the substances or materials.
- 9.2.6 The *Design-Builder* shall indemnify and hold harmless each of the *Owner* and *BC Housing*, their respective assigns, agents, directors, officers, authorized representatives and employees, from and against any claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or

resulting from exposure to, or the presence of, toxic or hazardous substances which are on or in the *Place of the Work* or brought on to the *Place of the Work* by the *Design-Builder* or its *Subcontractors*. This obligation will not be construed to negate, abridge, or reduce any other rights or obligations of indemnity set out in GC12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.

- 9.2.7 In the event of conflict between the provisions of this GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIAL and any other General Condition, the provisions of this GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIAL will govern.”

GC9.4 CONSTRUCTION SAFETY

- 9.4.1 In line 1, delete “Except as provided for to paragraph 2.6.2.2 of GC2.6 - WORK BY OWNER OR OTHER CONTRACTORS,”

Add the following to GC 9.4”

- “9.4.2 The *Design-Builder* shall be responsible for and ensure the safety not only of the workers, *Subcontractors*, tradesmen and suppliers and their plant and equipment but also of all other persons who enter the *Place of the Work* whether during working hours or not and for that purpose shall erect such boardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.
- 9.4.3 The *Design-Builder* acknowledges and agrees that the *Design-Builder* shall be the “prime contractor” for the workplace for the purposes of section 118 of the Workers Compensation Act, as amended from time to time. Without limiting the foregoing, the *Design-Builder* shall, as the “prime contractor”, comply with, and ensure compliance by *Subcontractor* and *Suppliers* with, the Workers Compensation Act of British Columbia and its regulations including the *Occupational Health & Safety Regulations*, *WHIMIS* regulation and the transportation of hazardous substances or dangerous goods requirements and obligations and shall pay assessments or compensation required to be paid under applicable legislation. If *Design-Builder* or any *Subcontractor* fails to pay any due assessment or compensation, the *Owner* may make such payment on behalf of *Design-Builder* or any *Subcontractor*, but will not be obliged to do so. *Design-Builder* shall reimburse *Owner* the amount of such payment on demand. The *Owner* may set off any amounts paid against money otherwise owed to the *Design-Builder*.
- 9.4.4 The *Design-Builder* shall deliver the Notice of Project required by Section 20.2 of B.C. Regulation 296/97 to the Workers’ Compensation Board of British Columbia, in accordance with the requirements of Section 20.2 of B.C. Regulation 296/97.
- 9.4.5 The *Design-Builder* shall be the “prime contractor” with respect to any work performed by the *Owner’s* own forces or other firms retained by the *Owner* carried out in the area of the *Place of the Work*. Without limiting the generality of the foregoing, the *Design-Builder* is responsible for ensuring that the work undertaken by the *Owner’s* own forces or other contractors retained by the *Owner* are coordinated with the *Work* so as to avoid or minimize any hazardous situations.
- 9.4.6 The *Design-Builder* shall immediately inform the *Owner* if the *Owner’s* own forces or other contractor firms retained by the *Owner* attend at the *Place of the Work* without prior notification to the *Design-Builder*.
- 9.4.7 The Workers’ Compensation Board of British Columbia operates under the name *WorkSafeBC*. References in the Contract to the Workers’ Compensation Board, WCB, compensation board, *WorkSafeBC*, and other similar terms shall be understood to refer to the Workers’ Compensation Board of British Columbia and *WorkSafeBC* and its operating bodies.

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

Add:

- “10.1.3 Where documentation may be required for tax refund purposes, the *Design-Builder* shall be responsible for providing the Owner with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the Work for which the Owner may lawfully claim exemption.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

- 10.2.3 Add “development permit” after “building permits.”

- 10.2.5 Delete and replace with the following:

“The *Design-Builder* shall be responsible for verifying that the *Contract Documents* are in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If after the *Contract* is executed, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall notify the *Owner* in writing immediately upon such variance or change becoming known.”

Add:

- “10.2.8 The *Design-Builder* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction forthwith as they are received from time to time.”

GC10.3 PATENT FEES

- 10.3.2 Delete

GC10.4 WORKERS COMPENSATION

- 10.4.1 In line 3, after the word “compliance” insert “by the *Design Builder* and *Subcontractors*”.

Add:

- “10.4.3 The *Design-Builder* shall abide by and comply with all provisions of the *Workers’ Compensation Act* with respect to the performance of the *Work* and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under the said Act. The *Design-Builder* shall ensure full compliance with the said Act by all *Subcontractors* and other persons employed by the *Design-Builder* or with whom the *Design-Builder* may make any contract for the performance of any part of the *Work*. The *Design-Builder* agrees to indemnify the *Owner* against all cost, loss, liability, obligation and lien which may arise as a consequence of any failure by the *Design-Builder* or any *Subcontractor* or other person fully to comply with the said Act. The *Design-Builder* agrees immediately to qualify, and shall require all *Subcontractors* to qualify, as an employer or employers under the said Act.”

PART 11 INSURANCE AND CONTRACT SECURITY

GC11.1 INSURANCE

- 11.1 Delete in its entirety and replace with the following:

- 11.1.1 The *Owner* shall obtain, maintain and pay for, through *BC Housing*, the following types of insurance coverages described in this paragraph 11.1.1 issued by insurance companies licensed to carry on business in British Columbia:

.1 Course of Construction Policy

- i. The Owner shall provide, maintain and pay for Course of Construction coverage, against “All Risks” including Flood and Earthquake of direct physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America during construction, erection, installation and testing, but such coverage shall not include coverage for Design-Builder’s and subcontractor’s equipment of any description. Such coverage shall be maintained until Substantial Performance of the Work. There will be a deductible of Ten Thousand Dollars (\$10,000.00) for each and every occurrence on projects valued at Ten Million Dollars (\$10,000,000.00) or less and a deductible of Twenty Five Thousand Dollars (\$25,000.00) on projects valued at more than Ten Million Dollars (\$10,000,000.00) except for the peril of earthquake which shall have a five percent (5%) (subject to minimum Two Hundred Fifty Thousand Dollars (\$250,000.00)) deductible based upon the total project value insured. A one day waiting period for each month of the project subject to a minimum waiting period of 30 days shall apply with respect to soft costs.
- ii. The coverage shall include as insureds the Design-Builder, Subcontractor, Architect, Engineer, or other consultants who are engaged in the Project.
- iii. The coverage will contain a waiver of the Owner’s rights of subrogation against all insureds except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission or manufacturers (not employees of the Owner).
- iv. The Design-Builder shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.

.2 Wrap Up Liability Policy

- (1) This shall be a wrap up liability policy that shall:
 - (a) be written in the joint names of the *Owner*, the fee simple owner of the *Place of the Work*, *BC Housing*, the *Design-Builder* and *Subcontractors*, the *Consultant*, all *Sub-consultants* and any other *consulting* engineers or consulting architects and *Suppliers* who perform work at the Place of the Work provided however that such policy shall exclude *Suppliers* whose only function is to supply materials, machinery or other supplies to the project and who do not carry out any installation, construction, or supervisory work on the project and shall exclude security protection organizations or persons providing site protection on or at the project.
 - (b) provide the following coverages:
 - (i) Premises and Operations Liability;
 - (ii) Products and Completed Operations Liability (24 months);

- (iii) Blanket Contractual Liability;
- (iv) Cross Liability (or Severability of Interests);
- (v) Elevator and Hoist Liability;
- (vi) Contingent Employer's Liability;
- (vii) Personal Injury Liability;
- (viii) Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- (ix) Broad Form Completed Operations;
- (x) Broad Form Property Damage; and
- (xi) Employees as Additional Insureds,

provided however that the insurance does not extend to any activities, work, jobs or undertakings of the insureds other than those directly related to the *Work* under this *Contract*; and

- (c) Provide for a limit of liability not less than \$10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, subject to a general aggregate limit of \$20,000,000 and a limit of liability not less than \$10,000,000 annual aggregate for completed operations.

- (2) Exclusions under the foregoing insurance will be as prescribed by the insurer.
- (3) Each claim under the foregoing insurance shall be adjusted separately.
- (4) Claims under the foregoing insurance shall be subject to a deductible of \$10,000 for each and every claim, except with respect to hot roofing activities, the deductible shall be \$50,000.00.
- (5) The foregoing insurance shall be maintained continuously from commencement of the *Work* until the insured project is completed and accepted by or on behalf of the *Owner* and *BC Housing*, provided that the Broad Form Completed Operations coverage shall be maintained for 24 months.

- 11.1.2 The *Design-Builder* shall be responsible for deductible amounts under all policies described in paragraph 11.1.1 except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY.
- 11.1.3 The *Owner* shall promptly provide a copy of each insurance policy described in paragraph 11.1.1 to any insured party upon request.
- 11.1.4 The *Owner* does not represent that the insurance policies described in paragraph 11.1.1 will be sufficient to protect the *Design-Builder* against all of its responsibilities under the *Contract* or as required by law. The *Design-Builder* shall obtain such additional insurance as it may consider necessary at its own expense. The insurance coverage described in paragraph 11.1.1 shall in no way limit the *Design-Builder's* obligations under GC 12.2 INDEMNIFICATION.

- 11.1.5 If there is any conflict between the provisions of this paragraph 11.1 and the provisions of the insurance as procured by the *Owner*, then the provisions of the insurance as procured shall govern and take precedence, and this paragraph 11.1 shall be deemed to be amended to conform to the provisions of the actual insurance.
- 11.1.6 Without restricting the generality of GC 12.2 - INDEMNIFICATION, the *Design-Builder* shall obtain, maintain and pay for the following types of insurance coverages issued by insurance companies licensed to carry on business in British Columbia and shall cause all of its *Subcontractors* to maintain insurance in forms and with limits appropriate to the work conducted by the subcontractors engaged on the *Project*. If any of the insurance coverage required by the *Contract* is not provided or lapses for any reason whatsoever, the *Design-Builder* shall, if requested to do so by the *Owner* at the *Design-Builder's* risk and expense, stop all work on the *Project* until satisfactory evidence of coverage is produced. The insurance coverage required by this paragraph 11.1.6 shall be in forms and amounts acceptable to the *Owner* and shall be issued by an insurer licensed to conduct insurance business in British Columbia. The approval of any insurance policy by the *Owner* shall in no way relieve the *Design-Builder* of the obligation to provide the insurance referred to in this paragraph 11.1.6:

.1 Automobile Insurance

- (1) The Design-Builder (or Design-Builder's Subcontractors, Consultants, and Sub-Consultants) shall provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

.2 Contractors Pollution Liability Insurance

When applicable, the Design-Builder (or Design-Builder's Subcontractors) shall provide, maintain and pay for:

Contractor's Pollution Liability, where the Design-Builder's performance (or Design-Builder's Subcontractors performance) of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal. This insurance must have a limit of liability not less than \$2 million inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof. The Owner must be included as an additional insured for its vicarious liability. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Owner and shall not affect the Owner's ability to bring suit against the Design-Builder as a third party.

If any such insurance is provided on a claims-made basis and that insurance is cancelled or not renewed, such policy must provide a 24 month extended reporting period.

.3 Design-Builder's Equipment Insurance

- (1) This policy shall cover all *Design-Builder's* tools and equipment used at the *Place of the Work* against "all risks" of direct physical loss or damage, including the perils of earthquake and flood, subject to customary exclusions.
- (2) All such contractor's equipment insurance policies shall contain a waiver of subrogation against the *Owner*, the fee simple owner of the *Place of the Work*, *BC Housing*, the *Design-Builder*, the *Consultant*, the *Subcontractors*, architects, engineers, consultants and sub-consultants engaged on the *Project*, and shall provide for 60 calendar days prior

written notice of cancellation or material change to be given by the insurer(s) to the *Owner* and *BC Housing*.

.4 Professional (Errors and Omission) Liability Insurance

The Design-Builder or the Design-Builder's Consultant during the term of the Agreement shall provide and maintain continuously from the commencement of the Work, until 2 (two) years after Substantial Performance of the Work, the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Owner:

Professional Errors and Omissions Liability Insurance protecting the Design Builder or the Design-Builder's Consultant, Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the Design Services under this Agreement. Such insurance shall be for the adequate amount acceptable to the Owner and shall in any event be not less than:

- i. For construction valued at \$0.00 to \$2.5 million: \$250,000;
- ii. For construction value at \$2.5 million to \$7.5 million: \$500,000;
- iii. For construction value at \$7.5 million to \$15 million: \$1,000,000; or
- iv. For construction value over \$15 million: as negotiated, not less than \$1,000,000.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \$250,000 Errors and Omissions Insurance despite the value of their scope of work.

If coverage is provided by the Design-Builder's Consultant, then such Professional Errors and Omissions Liability Insurance shall not contain a "Design-Build" exclusion.

- 11.1.7 The *Design-Builder* shall be responsible for deductible amounts under all policies described in paragraph 11.1.6 except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY.
- 11.1.8 The *Design-Builder* shall, prior to the commencement of the Work, provide the *Owner* with *Certificates of Insurance* evidencing compliance with paragraph 11.1.6. For automobile liability the standard I.C.B.C. *Certificate of Insurance* Form #APV-47 shall be used.
- 11.1.9 The *Owner* shall not be responsible for injury to the *Design-Builder's* employees or for loss or damage to the *Design-Builder's* or to the *Design-Builder's* employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may from time to time, or at the termination of the contract, be removed from the premises. The *Design-Builder* hereby waives all rights of recourse against the *Owner* or any other contractor with regard to damage to the *Design-Builder's* property.

Delete GC 11.2 CONTRACT SECURITY, including GC 11.2.1 and 11.2.2, and replace with the following:

"GC11.2 CONTRACT SECURITY

11.2.1 The *Design-Builder* shall, at least 7 calendar days prior to the commencement of construction, provide to the *Owner* a performance bond and a labour and material payment bond, each in the amount of 50% of the *Contract Price*.

11.2.2 All bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in British Columbia and shall be maintained in good standing until the fulfilment of the *Contract* including all warranty obligations pursuant to GC12.5 WARRANTY.

Such bonds shall be in the form of the latest editions of CCDC Document 221 (2003) - Performance Bond and CCDC Document 222 (2003) - Labour and Material Payment Bond. The obligee on the bonds shall be the *Owner*, and BC Housings shall be named as dual obligee on the bonds pursuant to a dual obligee rider acceptable to the *Owner* and *BC Housing*.

11.2.3 All bonds shall be held and be subject to enforcement by the *Owner* without prejudice to any other legal remedy available to the *Owner*.

PART 12 INDEMNIFICATION--WAIVER--WARRANTY

GC12.2 INDEMNIFICATION

12.2.1 Delete and replace with the following:

“12.2.1 Without restricting the parties’ obligation to indemnify as described in paragraphs 12.2.4 and 12.2.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this contract, provided such claims are:

.1 caused by:

- (a) the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (b) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.”

12.2.2 Delete and replace with the following:

“12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by the owner pursuant to GC 11.1 - INSURANCE, the limit of the COURSE OF CONSTRUCTION POLICY - GC 11.1.1.1 or the limit of the WRAP UP LIABILITY COVERAGE - GC 11.1.1.2 whichever is pertinent to the loss.
- .2 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is not required to be provided by either party in accordance with GC 11.1 - INSURANCE, the greater of the Contract Price as recorded in Article A-4 -CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.00.

[Internal NTD: waiting on this provision for clarification on what BC Housing suggested in terms of insurance. Otherwise will revise this provision to read that the indemnity for losses not covered by insurance will be a limit of costs plus 50% of the Contract Price (value received)].

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.”

GC12.4 WAIVER OF CLAIMS

- 12.4.1 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from” and replace with the following:

“The *Design-Builder’s* request or application for the *Certificate of Completion* shall constitute a waiver and release by the *Design-Builder* of any and”.

- 12.4.1.1 Delete “no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*” and replace with the following: “together with or prior to the *Design-Builder’s* request or application for the *Certificate of Completion*”.

- 12.4.3 Delete “Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from” and replace with the following:

“The issuance of the *Certificate of Completion* shall constitute a waiver and release by the *Owner* of any and”.

- 12.4.3.1 Delete “no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*” and replace with the following:

“together with or prior to the *Design-Builder’s* request or application for the *Certificate of Completion*”.

- 12.4.3.4 Add at the end:

“or for which the aggregate cost of repair or remedying the defects or deficiencies would be greater than 10% of the *Contract Price*”

- 12.4.4 Delete “should any limitation statute of the Province or Territory of the Place of the Work permit such agreement. If the applicable limitation period does not permit such agreement, within such shorter time as may be prescribed by:

- .1 Any limitation statute of the Province or Territory of the Place of the Work; or
- .2 If the Place of the Work is the Province of Quebec, then Article 2118 of the Civil Code of Quebec” and replace with the following:

“or, as to any defect or deficiency or other claim of which the *Owner* is not aware at the end of the said period of six years, a period of one year after the *Owner* has become aware”.

12.4.8 Immediately before the words “further interim” and again immediately before the words “submit a final account”, insert the following: “, upon request”.

12.4.9 Delete.

12.4.10 Delete.

Add:

“12.4.11 For greater certainty, in paragraphs 12.4.1, 12.4.2, 12.4.3 and 12.4.5 of GC 12.4 WAIVER OF CLAIMS, “claims” includes claims based on changes and delay (e.g. under Part 6 CHANGES IN THE CONTRACT “

GC12.5 WARRANTY

12.5.1 Add at the end:

“provided that if, as a result of the failure of the *Design-Builder* to fulfil its obligations under this *Contract*, there are any defects in the *Work* due to professional errors or omissions or defects in the *Work* which affect the *Work* to such extent that a significant part of the *Work* is unfit for the purpose intended, such one year limitation shall not apply and the *Owner* shall be entitled to claim for any losses or damages suffered on or before the date which is 6 years from the date of *Substantial Performance of the Work*”

12.5.4 Delete and replace with the following:

“Except for the provisions of paragraphs 12.5.6 and 12.5.7, the *Design-Builder* shall correct promptly, at the *Design-Builder’s* expense, to the satisfaction of the *Owner* and as approved by *BC Housing*, defects or deficiencies in the *Work*, including without limitation those due to faulty workmanship or *Products* or architectural, engineering or design errors or omissions by the *Design-Builder*, the *Consultant* or any *Subcontractor* or *Supplier* or by any of their respective consultants which appear prior to and during the warranty periods specified in the *Contract Documents*.”

12.5.3 Add at the end thereof:

“Such notice may specify the time within which the defects or deficiencies must be rectified.”

12.5.7 Delete and replace with the following:

“12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, surface or sub-surface conditions, erosion or wear and tear of any *Product* or failure of any product due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the product.”

Add:

“12.5.9 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Design-Builder* shall secure such warranties or guarantees from the *Subcontractors* and *Product* suppliers and they shall be assigned to or addressed to and in favour of the *Owner*. The *Design-Builder* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Design-Builder* shall deliver the originals plus two copies of such warranties or guarantees to the *Owner* upon completion of the *Work*.

Add the following General Conditions:

“GC13.1 GAS AND ELECTRICITY

- 13.1.1 The *Design-Builder* is responsible for having all required gas and electric meters installed and ready on the date of *Substantial Performance of the Work*. This includes installation of individual meters for units as specified.
- 13.1.2 The occupancy date will be the date of turnover of all gas and electricity billings to the *Owner*. The *Design-Builder* shall notify the gas and electricity suppliers and the *Owner* in writing as to the date of billing turnover at least 45 calendar days prior to such date.
- 13.1.3 The *Owner* shall be responsible for notifying the gas and electricity suppliers of start-up billing, failing which the *Owner* shall reimburse the *Design-Builder* for all charges accruing thereafter.

GC14.1 PUBLIC STATEMENTS AND SIGNS

- 14.1.1 The *Design-Builder* shall not make any public statement with respect to the *Project* without the prior written consent of the *Owner* and *BC Housing*.
- 14.1.2 The *Design-Builder* shall not erect or permit the erection of any sign or advertising at the *Place of the Work* without the prior written approval of the *Owner*.

GC15.1 LIENS

- 15.1.1 The *Design-Builder* will pay or cause to be paid promptly when due all claims, debts and charges against the *Design-Builder* or *Subcontractors* engaged by the *Design-Builder* which might become a lien upon the *Project* arising out of the *Work* performed or materials furnished by the *Design-Builder* or any *Subcontractors* under the *Contract*, and will not suffer or permit any lien or encumbrance of any kind to be filed against or upon the *Project*, regardless of whether the basis of such lien is a claim against the *Design-Builder* or any *Subcontractor*.
- 15.1.2 If the *Owner* is not in default in making payment to the *Design-Builder* as required under this *Contract* and if a claim of builders lien is filed against title to the *Project* by anyone claiming under or through the *Design-Builder*, the *Owner* may notify the *Design-Builder* in writing that the filing of such claim or claims of builders lien is a material default by the *Design-Builder* of its contractual obligations and instruct the *Design-Builder* to obtain and file a release of the said claim or claims in the Land Title Office within 7 *Working Days* immediately following receipt of such notice.
- 15.1.3 If such default is not corrected within the time specified or subsequently agreed upon in writing, the *Owner*, without prejudice to any other right or remedy it may have, may:
 - .1 pay, settle or compromise, or pay into Court (together with a reasonable amount for costs) the amount of, any such claim or claims of builders lien and deduct the amount of any such payment from the next ensuing payment which may become due to the *Design-Builder*; or
 - .2 pay into Court from the holdback account established by the *Owner* in accordance with the *Builders Lien Act* the total amount of the claim or claims filed and this provision shall constitute the agreement of the *Design-Builder* to make such payment as required under Section 5(2)(c) of the *Builders Lien Act*;

and the *Owner* may deduct from the next ensuing payment which may become due to the *Design-Builder* all costs and expenses thereby incurred by the *Owner*, including any account for legal fees and disbursements incurred by the *Owner*.

- 15.1.4 If the *Owner* is not in default in making payment to the *Design-Builder* as required under this *Contract*, the *Design-Builder* will indemnify and save the *Owner* harmless from and against the costs of any and all actions commenced by any lien claimant claiming under or through the *Design-Builder* against the *Owner* pursuant to the *Builders Lien Act*, including solicitor and client costs.
- 15.1.5 Notwithstanding any other provision of the *Contract*, no payments whatsoever shall be due or owing to the *Design-Builder* so long as any liens filed by anyone claiming under or through the *Design-Builder* remain registered against title to the *Project*.”

END OF DOCUMENT

From: "Williams, David (VAHA)" <David.Williams@vaha.ca>
To: "Wiley, Danielle" <Danielle.Wiley@vancouver.ca>
CC: "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca>
"Lee, Darren" <Darren.Lee@vancouver.ca>

Date: 10/20/2017 11:17:10 AM

Subject: FW: VAHA 220 Terminal Hybrid Exterior

Attachments: 17-43 VAHA 650 W 57TH DP REVIEW 2017-10-18.pdf

Hi Danielle: Please see the message below. Are you able to comment on the colors by early afternoon? Otherwise, we will proceed with the colors shown on the drawings in the preliminary DP package. Thank you,

David Williams

Project Director

vaha vancouver affordable
housing agency

Suite 100, 525 West 10th Avenue

Vancouver, BC. V5Z 1K9

t: 604 829 4285

www.vaha.ca

From: Brock Elliott [mailto:Brock.Elliott@horizonnorth.ca]

Sent: Friday, October 20, 2017 11:08 AM

To: Williams, David (VAHA)

Cc: Gilbertson, Kenneth (VAHA)

Subject: VAHA 220 Terminal Hybrid Exterior

Good morning Dave,

Kenny mentioned that planning would provide feedback on the exterior colours by the end of the day yesterday. As I mentioned to him, we have a 6-8 week lead time on Hardie from the point of the approval so if we don't have an answer today we are going to have to push out our install timeline. Another item that came up that we need an answer on right away for manufacturing was the PTAC./ window flashing and PTAC grills.

Can you let me know where this is at please?

Thanks,

Brock Elliott, CAPM |Project Execution|Project Manager
Horizon North Logistics Inc., Modular Solutions

540 Athabasca Street West Kamloops, BC V2H 1C4

(Office) 250-828-7209

(Cell) 250-571-6956

(Toll Free) 866-305-6565

www.horizonnorth.ca



HORIZON NORTH

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BC HOUSING TEMPORARY MODULAR HOUSING

650 W 57TH AVE VANCOUVER BC
LOT 1, BLOCK 1004, PLAN VA20607, DISTRICT LOT 526, NEW WESTMINSTER LAND DISTRICT

DRAWING LIST

A0.0	COVER PAGE
A0.1	SITE PLAN
A0.2	SITE SURVEY
A0.3	SITE SURVEY AERIAL
A0	SITE SECTION
A1.1	GROUND FLOOR PLANS
A1.2	TYPICAL FLOOR PLANS & ROOF PLANS
A2.1	ELEVAT ONE - BUILDING 1
A2.2	ELEVAT ONE - BUILDING 2

CURRENT ZONING RT 2

36 RES DEN AL UNB & 7 ACCESS BLE UNB	
BUILDING AREA:	50 25m ² TWO BUILDINGS: 1000.52m ²
FLOOR AREA:	
GROUND	36 m ²
SECOND	1 0m ²
TOTAL	37 0m ²
TOTAL	1376 m ² TWO BUILDINGS: 2756.8m ²
SITE AREA	6087.3m ²
ZONING BYLAW	REQ'D ACTUAL
3.1 MIN. SITE AREA REQ'D:	608m ² 6087.3m ²
3.1 MAX. HEIGHT:	9.2m 10.7m (AT LOW POINT OF GRADE)
1 FRONT YARD:	7.3m 9m to 17.8m (11.0m AVERAGE)
5.3 SIDE YARD:	2.1m 9.5m NORTH - 11.6m SOUTH
8.1 REAR YARD:	10.7m 23.0m to 30.5m
7.1 F.R.R.:	0.75 0.5
8.1 SITE COVERAGE:	0% MAX. 16.6%
8. PARKING COVERAGE:	0% MAX. 2% (1 8.8m ²)
2.1.3 PARKING:	0.5 PER UNIT
6.2.1.3 BICYCLE PARKING:	0.75 per unit
	16 TOTAL PLUS STORAGE (NB DE # NEEDED)
	REQ'D 30



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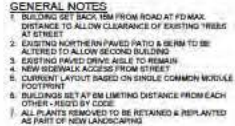
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1	17/10/16	ISSUED FOR REVIEW	NB	CM
No.	Y	M	D	REVISION
			BY	CHKD



PROJ #	P2 105-1
W #	---
SCALE	1:500
DRAWN BY	NB

BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
COVER PAGE

DWG No.:
A0.0

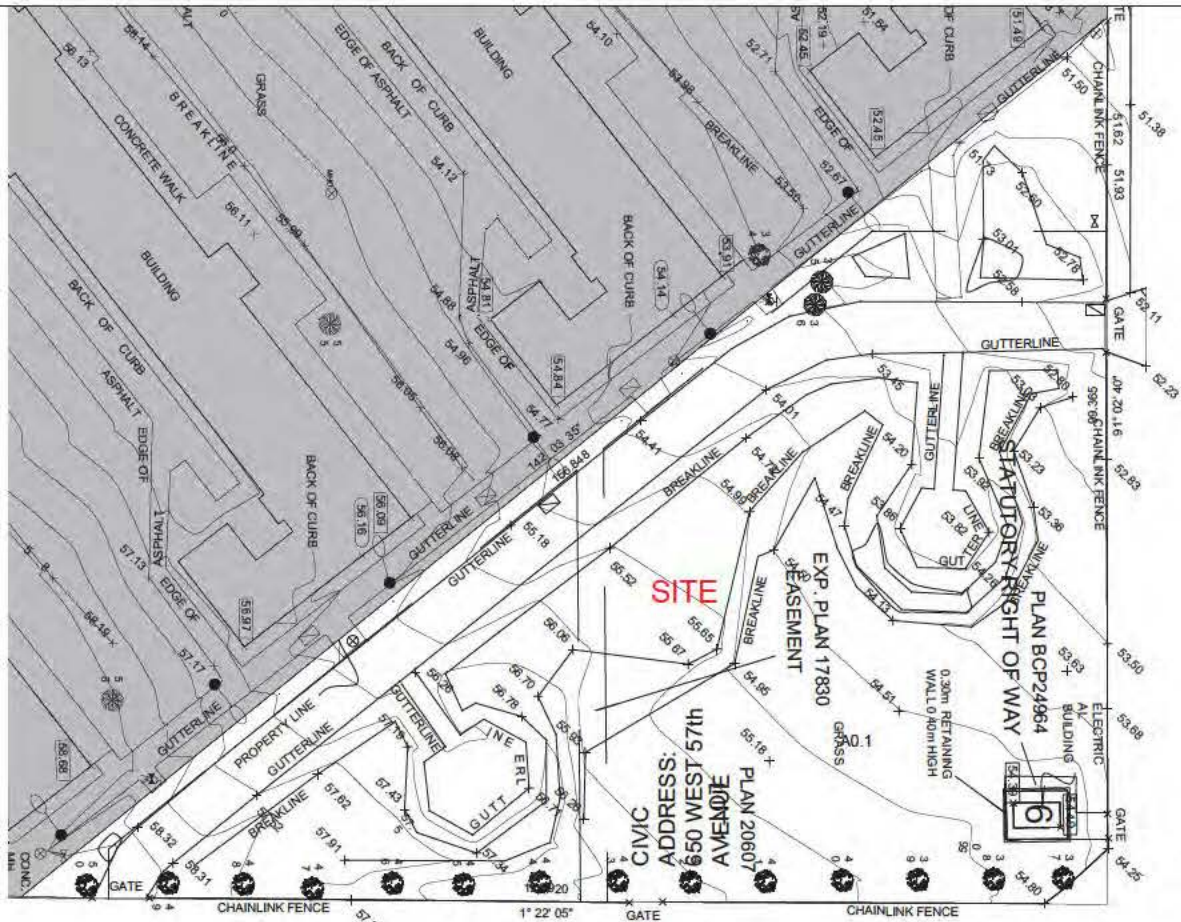


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1	17/10/16	ISSUED FOR REVIEW		NB	CM
No.	Y	M	D	REVISION	BY
					CHKD



BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
SITE PLAN

A0.1



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			BT	CHG

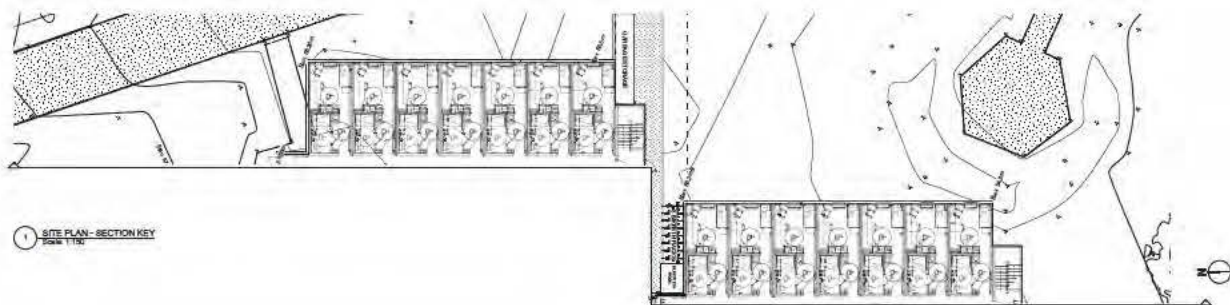


PROJ# P2 105-1
M#
SCALE: 1:500
DRAWN BY: NB

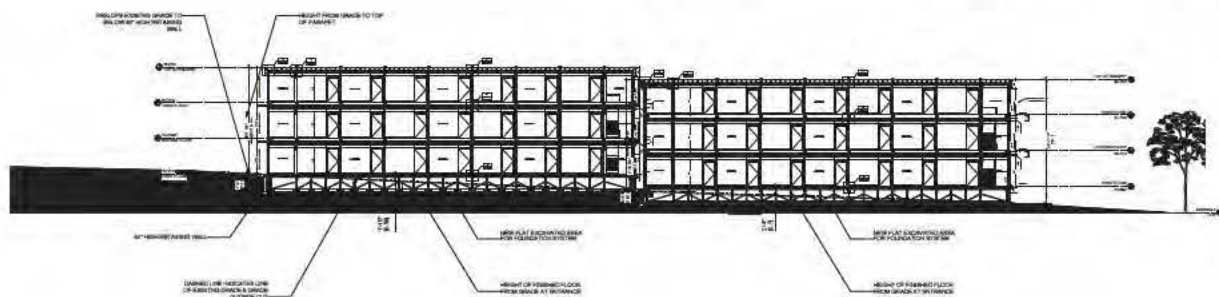
BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
SITE SURVEY

DWG No.:

A0.2



1 SITE PLAN - SECTION KEY
Scale: 1:150



2 SITE SECTION
Scale: 1:150

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1	17/10/16	ISSUED FOR REVIEW	NB	CM
NO.	REV	REVISION	BY	CHKD

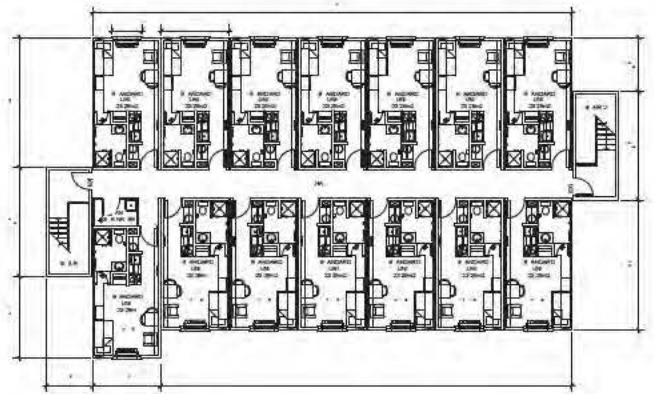
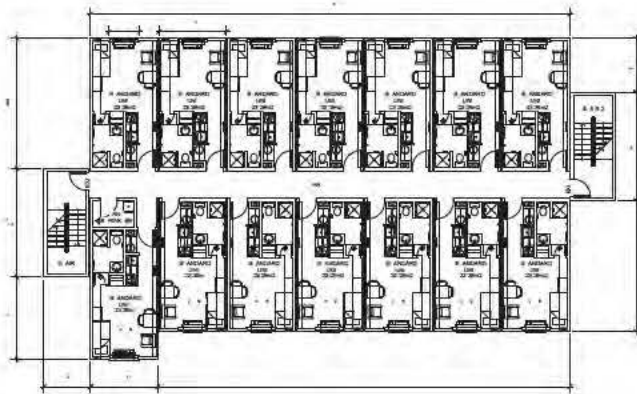


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M.A.	—
SCALE	1:500
DRAWN BY	NB

BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
SITE SECTION

DWG No.:

A0.4



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2	17/10/22	FOR DP	NB	CM
1	17/10/16	ISSUED FOR REVIEW	NB	CM
TR	Y	M	D	REVISION
			BY	CHKD



PROJ #	P2 185-1
SCALE	1:100
DRAWN BY	MB

BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
TYPICAL FLOOR PLANS & ROOF PLAN

DWG No.:
A1.2



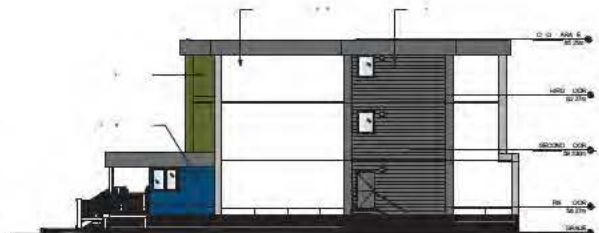
1 WEST ELEVATION (FRONT)
Scale: 1/100



2 EAST ELEVATION (BACK)
Scale: 1/100



3 NORTH ELEVATION
Scale: 1/50



4 SOUTH ELEVATION
Scale: 1/50

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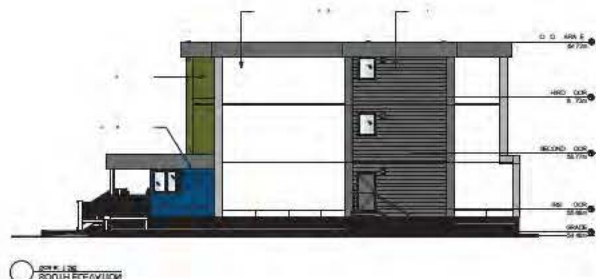
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1	17/10/16	ISSUED FOR REVIEW	NB	CM
1	17/10/16	REVISION	BY	CHKD



PROJ #	P2 105-1
M #	---
SCALE	1/100
DRAWN BY	MB

BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
ELEVATIONS - BUILDING 1

DWG No.:
A2.1



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1	17/10/16	ISSUED FOR REVIEW	NB	CM	
Rev	Y	M	D	REVISION	BY CHKD



PROJ #	P2 105-1
SCALE	1:100
DRAWN BY	MB

BCH TEMPORARY MODULAR HOUSING
650 W 57TH AVE VANCOUVER
TEMP. MOD. HOUSING
ELEVATIONS - BUILDING 2

DWG No.:

A2.2

From: ["Gilbertson, Kenneth" <kenneth.gilbertson@vancouver.ca>](mailto:kenneth.gilbertson@vancouver.ca)
To: ["Harrison, Luke \(VAHA\)" <Luke.Harrison@vaha.ca>](mailto:Luke.Harrison@vaha.ca)
Date: 8/18/2017 4:55:28 PM
Subject: Fwd: Housing First - TMH Stregy - Services Agreement with Horizon North
Attachments: VAHA - HF-TMH- Services Agreement DRAFT 8 10 17.docx (00785383-3xD3527).docx
ATT00001.htm

Sent from my iPhone

Begin forwarded message:

s.14





From: "Gilbertson, Kenneth" <kenneth.gilbertson@vancouver.ca>
To: "Bond, Abigail" <Abigail.Bond@vancouver.ca>
"Harrison, Luke \VAHA\" <Luke.Harrison@vaha.ca>
CC: "Jimenez, Liza" <liza.jimenez@vancouver.ca>
Date: 8/17/2017 1:26:21 PM
Subject: HF-TMH critical path

All,

I wanted to provide an update following the CM meeting this morning.

s.13(1)

High level it is approximately 4 months from when a site is identified, until construction can start on site, this allows for all design work, permitting and manufacture. This time will reduce once the first couple are designed as much of the work will be reused, but it highlights how important it is for us to identify sites.

By the end of this week Horizon North will have provided us with a list of any queries or questions they have for BC Housing around the scope/spec and I have asked Armin to make her team available for a workshop with Horizon North and Bonni Maddison by the middle of next week. If there is any delay in obtaining this information, or if there are any substantial changes to the design to meet BC Housing requirements, then the timeline will also be impacted.

Horizon and Bonni Maddison will be providing us with an architectural concept/rationale documents that starts to pull together their design intent for these building using existing examples, material swatches etc. and they plan to have this ASAP to begin meeting with urban design.

Thanks

Kenny Gilbertson
Development Manager

vaha vancouver affordable
housing agency

Suite 100, 525 West 10th Avenue
Vancouver, BC. V5Z 1K9
t: 604.673.8444 | c: 604.349.4522
e: kenneth.gilbertson@vaha.ca
www.vaha.ca

From: "Gilbertson, Kenneth" <kenneth.gilbertson@vancouver.ca>
To: "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca>
Date: 8/16/2017 4:14:27 PM
Subject: HF-TMH procurement documents
Attachments: PS20160871 - PSVAHA2016-05 - Notice of Partial Award.pdf
PSVAHA2017-06 - Supplier for Housing First Temporary Modular Housing Str....pdf
PSVAHA2016-01 - RFQ - Pre-Fabricated Modular Housing.pdf

Luke,

I have attached the RFP document, the Notice of Partial Award, and the RFQ document from 2016 that was used to form the shortlist of suppliers.

The RFP was issued to the five modular providers on the VAHA modular provider shortlist (this shortlist was created following RFQ PSVAHA2016-01 "Selecting Partners for a pre-qualified shortlist to supply prefabricated modular housing" in 2016) on the 14th July 2017. Three of the of the modular supplies submitted a proposal, two responded that they would not be submitting.

s.13(1)



Note: information like company profile, financial information, key personnel and previous project experience were all scored in the RFQ to shortlist.

Following the review and scoring of the proposals using the above evaluation matrix, Horizon North was selected as the lead proponent. Horizon North confirmed its capacity to deliver the requested number of units (the other proponents indicated they would be able to meet approximately 30% of the required units). Horizon North proposed a methodology based on its successful completion of the 220 Terminal temporary modular project that was completed in February 2017.

The RFP document contemplated that a CCDC14 Design/Build contract would be entered into with the successful supplier. It was decided that a partial award would be issued for design services (schematic through to BP) with Horizon North to mitigate delays to the timeline for delivery while the funding and supply contract are being secured and finalized. The attached partial award notice was provided to Horizon North on August 11, 2017 enabling Horizon North to proceed with hiring consultants and commencing its design.

Thanks

Kenny Gilbertson
Development Manager

vaha vancouver affordable
housing agency

Suite 100, 525 West 10th Avenue
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e: kenneth.gilbertson@vaha.ca
www.vaha.ca



CITY OF VANCOUVER

FINANCIAL SERVICES GROUP
Supply Chain Management
Purchasing Services

August 11, 2017

Horizon North Logistics Inc.
540 Athabasca Street West
Kamloops, BC V2C 5R7
Email: ihansen@horizonnorth.ca

Dear Ingerlisa Hansen:

SUBJECT: NOTICE OF PARTIAL AWARD - Request for Proposal ("RFP") PSVAHA2017-06

On behalf of the Vancouver Affordable Housing Agency ("VAHA") the City of Vancouver ("City") is pleased to inform you that the design services portion of your Proposal, in response to the above noted RFP, was accepted. Accordingly, this letter constitutes the City's formal Notice of Award, to Horizon North Logistics Inc. ("Contractor"), for the amount of \$65,000, for the provision of the following services:

Services to be Provided	Cost
Schematic Drawing Package: non-site specific design work to finalize standardized rooms layouts, amenity spaces, and functional program requirements based on a prototypical 3 storey walkup with approximately 50 studio suites ranging from 320 to 350 SF. Assumes Part 9 Building Code and includes coordination with Owner, Owner representatives and Architect.	s.17(1), s.21(1)
Development Permit Drawing Package: Modifications as required for site specific requirements including site massing, zoning, etc. Includes continued coordination with Owner, Owner representatives, Architect, and AHJ's. DP set to inclusive of site plans, floor plans, coloured elevations, landscaping plan and rendering.	s.17(1), s.21(1)
Building Permit Drawing Package: Includes detail design, Architectural, Structural, Building Envelope, Landscaping, Energy and Civil submissions.	s.17(1), s.21(1)
Total	\$65,000

City of Vancouver, Financial Services Group
Supply Chain Management
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel 604.873.7263 fax 604.873.7057
website vancouver.ca

As a result, the City requires an executed Professional Services Agreement as soon as possible and is drafting same presently with the intention of sending it to the Contractor early next week for review and execution. If an agreement cannot be reached, the City will compensate the Contractor for any work performed at a price that is reasonable, reflective of the prices proposed by the Contractor in the RFP and agreed to by the City.

Kenneth Gilbertson will be responsible for the receiving the delivery of these services and vendor management duties will be supported by Jim Lowood, SCMP, Contracting Specialist, Supply Chain Management.

If you have questions regarding this Notice of Partial Award please contact me as soon as possible.

We want to express our sincere appreciation for the time and effort spent in preparing your bid and thank you for your interest in the City's requirements.

Regards,



Andrew Matterson
Category Manager, Supply Chain Management
Telephone: 604.829.2066
andrew.matterson@vancouver.ca



Vancouver Affordable Housing Agency Ltd.

**Request for Proposals (“RFP”) PSVAHA2017-06
Supplier for Housing First Temporary Modular
Housing Strategy**

Issued: July 14, 2017



REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS

PART A - INFORMATION AND INSTRUCTIONS

Pages A-1 to A-7

- 1.0 The RFP
- 2.0 Key Dates
- 3.0 Contact Person
- 4.0 Submission of Proposals
- 5.0 Changes to the RFP and Further Information
- 6.0 Proposed Term of Engagement
- 7.0 Pricing
- 8.0 Evaluation of Proposals
- 9.0 Housing Agency and City Policies
- 10.0 Certain Applicable Legislation
- 11.0 Legal Terms and Conditions

PART B - HOUSING AGENCY REQUIREMENTS

Pages B-1 to B-4

- 1.0 Background
- 2.0 Site Information
- 3.0 Scope of Work
- 4.0 Requirements and Deviations to Requirements

PART C - FORM OF PROPOSAL

Page C-1 to C31

- APPENDIX 1 Legal Terms and 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(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

PART D - FORM OF AGREEMENT

Pages D-1 to D-66

ANNEX 1 - TEMPORARY MODULAR HOUSING DESIGN BRIEF

Pages E1 - E6

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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS

- 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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS

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.

**REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS**

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,

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS

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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART A - INFORMATION AND INSTRUCTIONS

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART B - HOUSING AGENCY REQUIREMENTS

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 construction 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;

**REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART B - HOUSING AGENCY REQUIREMENTS**

- (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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
PART B - HOUSING AGENCY REQUIREMENTS

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.

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: _____
"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

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

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

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.

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

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

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

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
PART C - FORM OF PROPOSAL

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

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

- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

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

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

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

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 _____ (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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
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:

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 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.

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

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.**

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?

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

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:

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:**

- ☐ 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:

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

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

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

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

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

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):

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

“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/ccs for more information.

APPENDIX 9

PERSONAL INFORMATION CONSENT FORM(S)

INTENTIONALLY DELETED

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

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:	

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

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

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APPENDIX 13

PROOF OF WORKSAFEBC REGISTRATION

Please attach current proof of valid WorkSafeBC registration.

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)	
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)	

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

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]

TABLE OF CONTENTS

	Page
ARTICLE A-1 DESIGN SERVICES AND THE WORK.....	3
ARTICLE A-2 AGREEMENTS AND AMENDMENTS.....	3
ARTICLE A-3 CONTRACT DOCUMENTS.....	4
ARTICLE A-4 CONTRACT PRICE	4
ARTICLE A-5 PAYMENT	5
ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.....	5
ARTICLE A-7 LAW OF CONTRACT	6
ARTICLE A-8 SUCCESSORS AND ASSIGNS.....	6
ARTICLE A-9 TIME OF THE ESSENCE	6
SCHEDULE 1 SUPPLEMENTARY GENERAL CONDITIONS	8
SCHEDULE 2 OWNER'S STATEMENT OF REQUIREMENTS.....	47
SCHEDULE 3 SCHEDULE OF PRICES	48
SCHEDULE 4 SUBCONTRACTORS AND SUPPLIERS	49
SCHEDULE 5 PROJECT SCHEDULE	50
SCHEDULE 6 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS.....	51
SCHEDULE 7 INSURANCE CERTIFICATE	52
SCHEDULE 8 CITY PRE-CONTRACT HAZARD ASSESSMENT FORM.....	53
SCHEDULE 9 CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM.....	58

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

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

- 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];

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

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: _____

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

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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*

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- .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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- 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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

(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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- (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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- 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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- 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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- (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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- 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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- 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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- .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;

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- .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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- (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,

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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,

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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,

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- (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-

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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);

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- (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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

- .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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 1

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 2

SCHEDULE 2
OWNER'S STATEMENT OF REQUIREMENTS
(To be Determined at time of contract signing)

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 3

SCHEDULE 3
SCHEDULE OF PRICES

(To be Determined at time of contract signing)

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 4

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)

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 6

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(Deliberately Omitted)

SCHEDULE 7
INSURANCE CERTIFICATE

(To be Determined at time of contract signing)

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 8

**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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 8

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 8

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 8

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)	_____ _____

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 8

(c)	_____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
---	--

Project Manager Name (print):	
-------------------------------	--

Project Manager Signature:	Date:
----------------------------	-------

Title:	Phone:
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REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

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.

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
<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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

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

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
(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:

REQUEST FOR PROPOSALS NO. PSVAHA2017-06
SUPPLIER FOR HOUSING FIRST TEMPORARY MODULAR HOUSING STRATEGY
DESIGN BUILD AGREEMENT
SCHEDULE 9

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

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.



**REQUEST FOR QUALIFICATIONS NO. PSVAHA2016-01 (the "RFQ")
IN RESPECT OF SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

Responses are to be addressed and delivered to the Vancouver Affordable Housing Agency (the "Housing Agency"), C/O: City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) and should be received prior to 3:00 p.m., February 19, 2016, Vancouver Time (as defined in Note 3 below), on (the "Closing Time").

REQUEST FOR QUALIFICATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. A Response may be submitted to the address specified above by mail or delivered by courier or otherwise in person at the Information Desk at the address specified above, in each case prior to the Closing Time.
2. Each Response must be marked with the vendor's name and the RFQ title and number.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the computer clock at the Information Desk, Main Floor Rotunda, 453 West 12th Avenue, Vancouver.
4. Vancouver City Hall is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. All queries related to this RFQ should be submitted in writing to the attention of:

Jim Lowood, SCMP

Fax: 604-873-7057

Email: jim.lowood@vancouver.ca

(the "Contact Person")

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION	1
1.1	Introduction	1
1.2	Background	1
1.3	Scope of Work	1
1.4	City Policies and Sustainability	2
1.5	RFQ Process	3
1.6	RFQ Documents	3
SECTION 2	QUALIFICATION CRITERIA	4
2.1	General	4
SECTION 3	COMMUNICATIONS	4
SECTION 4	SUBMISSION OF REQUEST FOR QUALIFICATIONS	5
4.1	Delivery	5
4.2	Late Expressions of Interest	5
4.3	Form of Response	5
4.4	Lack of Information	5
4.5	Material Changes	5
SECTION 5	REVIEW OF RESPONSES	5
5.1	Evaluation by the Housing Agency	5
5.2	Inquiries	6
5.3	Non-Conforming Responses	6
SECTION 6	NOTIFICATION AND RFQ PROCESS	6
6.1	Notification of Pre-Qualification	6
6.2	Changes after Pre-Qualification	6
6.3	The Housing Agency's Rights	6
6.4	Information Disclaimer	7
SECTION 7	CONFLICTS/COLLUSION/LOBBYING	8
7.1	Conflicts of Interest Generally	8
7.2	Former City or Housing Agency Employees	8
7.3	Other Clients	8
7.4	Collusion	8
7.5	Lobbying	8
SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS		1-1
SCHEDULE 2 – LETTER OF QUALIFICATION		2-1
SCHEDULE 3 – FORMAT FOR RESPONSE		3-1
SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE		4-1
SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE		5-1
SCHEDULE 6 - PRICING PROFORMA		6-1

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING

SECTION 1 GENERAL INFORMATION

1.1 Introduction

The Vancouver Affordable Housing Agency Ltd. (the “Housing Agency”) is seeking responses (each, a “Response”) from interested partners (“Respondents”) with expertise in prefabricated modular housing for the construction, supply, delivery and installation of modular housing units. Projects will range in size, property use mix and complexity.

Partners that are selected pursuant to this RFQ will be eligible to participate in Site-Specific Requests for Proposals (“Site-Specific RFP”) in respect of specific opportunities for a period of two years, with a possible extension of one year at the sole discretion of the Housing Agency. (the “RFQ Term”).

1.2 Background

In 2014, Vancouver City Council, acting on recommendations from the Mayor’s Task Force on Housing Affordability, approved the creation of the Housing Agency. The Housing Agency is an entity that is separate from, but accountable to the City of Vancouver (“City”), 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). Only successful Respondents to this RFQ will be able to participate in Site-Specific RFPs. Details on the selected sites will be available during the RFP process.

1.3 Scope of Work

The Housing Agency is seeking Respondents with expertise in the construction and installation of prefabricated modular housing. The self-contained prefabricated modular housing units (“Units”) will be situated on sites owned by the City or sites provided by others with the expectation that the Units will be portable as some of the sites will be for temporary use. Successful Respondents, if selected as successful proponents in subsequent Site-Specific RFPs, will be asked to participate in two types of projects, as outlined below:

1.3.1 Project Type 1 - Temporary interim housing: Supply initially between 30 and 40 Units (including sleeping and washroom facilities) with a square footage of approximately 150 square feet. The Units would be a mix of single occupancy and double occupancy, with ideally 75% of these single bed units but the Housing Agency will review responses with a higher number of single occupancy units. There will be no cooking facilities in the Units and attached to the Units will be an adjoining communal amenity area of between 1000 to 1500 square feet with an office for the building manager and a small kitchenette. The housing facilities are scheduled to be functional in early 2016.

These units would be single storey or stacked two storey, built to CSA and BC Building Code requirements. Other requirements include, but are not limited to:

- Foundations designed as per seismic requirements;
- Hard wired smoke detectors; and
- Sprinkler system.

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

The Housing Agency is interested in a short term lease with a buyout option for the initial 30 to 40 units and may be interested in up to 300 units per year. The Housing Agency will review the lease option presented in the Response as requested in Schedule 6.

At this time a site has not been selected for this project type; however any designs should maximize efficiency of building footprint. For the purpose of this RFQ Respondents are to assume a clear level site and allow for all costs above ground excluding connections to services. Temporary waste and fresh water storage may be required while more permanent connections are made.

- 1.3.2 Project Type 2 - Temporary longer-term housing: Depending on location, supply, deliver and initially install between 100 and 200 prefabricated modular Units (with the possibility of up to 300 units per year) with a mix of studios, two and three bedroom Units (exact mix and number of units in each development to be confirmed). These developments will need to be built in accordance with zoning, by-law and code requirements. These Units are anticipated to be required in eight months to one year.

At this time no sites have been selected for any future project types however any designs should maximize the efficiency of the building footprint. For the purpose of the RFQ the Respondent is requested to complete the proforma as set out in Schedule 6 with an example amount of units for review by the Housing Agency.

Developments could be multi-level (in accordance with zoning for each site) to ensure best value and density. For the purpose of this RFQ Respondents are to assume clear level site(s) and allow for all costs from foundations up assuming site already has services to connect to.

For the eventual Site-Specific RFPs, the successful proponent would be required to act as the main contractor, oversee all sub-trades, and manage the project through to occupancy, with two options for payment for Project Type 1, as explained in Schedule 6 - Pricing Proforma. The Housing Agency would either purchase the modular units in one lump sum or enter into a contract with a lease to own option.

1.4 City Policies and Sustainability

The Housing Agency follows the City of Vancouver 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> which aligns the Housing Agency and the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the Housing Agency and the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each vendor 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 Expressions of Interest, to the extent.

Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its Response. Furthermore, each vendor is asked to advise the Housing Agency of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING

1.5 RFQ Process

- 1.5.1 Interested parties (“**Respondents**”) are required to respond to this RFQ in accordance with the instructions set forth in this RFQ.
- 1.5.2 Responses are being requested in order to afford the Housing Agency the opportunity to gauge such responses and evaluate Respondents’ expertise, so that the Housing Agency may then conduct a more formal procurement process, tailored (as determined in the Housing Agency’s discretion) to the responses received and limited, should the Housing Agency so determine, to all or some of the RFQ Respondents. The Housing Agency currently anticipates that Site-Specific RFPs will be released to multiple qualified Respondents during the period stated in Schedule 1 – Description of Requirements.
- 1.5.3 Notwithstanding the foregoing, the Housing Agency may, as a result of the RFQ, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).
- 1.5.4 The RFQ process is aimed at encouraging businesses with the required level of expertise to participate. Respondents should ensure that their Responses demonstrate expertise in construction and installation of modular facilities.
- 1.5.5 Any potential Respondent is requested to refrain from submitting a Response if it is not willing to submit bona fide proposals in relation to the subject matter of the RFQ if the Respondent is invited to participate in Site-Specific RFPs.
- 1.5.6 If a potential Respondent believes that the Housing Agency may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the Housing Agency may advise the vendor regarding the matter.
- 1.5.7 Respondents will be pre-qualified (each a “**Pre-Qualified Respondents**”) to receive Site-Specific RFPs in respect of: (i) Project Type 1 (see above); (ii) Project Type 2 (see above); or (iii) both Project Type 1 and Project Type 2, based on the Pre-Qualified Respondent’s grouping based on the evaluation of their Response.
- 1.5.8 Site-Specific RFPs will be released only to Pre-Qualified Respondents under this RFQ process. Potential respondents that have been short-listed or pre-qualified through any other City procurement process will not be eligible to submit proposals to Site-Specific RFPs unless they are pre-qualified pursuant to this RFQ.
- 1.5.9 The Housing Agency will facilitate discussions with the community and City departments as required.

1.6 RFQ Documents

- 1.6.1 This RFQ consists of:
 - 1. the cover page hereof and sections 1 through 6 hereof; and
 - 2. schedules as follows:
 - a) Schedule 1 – Description of Requirements;

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

- b) Schedule 2 – Letter of Qualification;
- c) Schedule 3 – Format for Response;
- d) Schedule 4 – Certificate of Existing Insurance;
- e) Schedule 5 - Declaration of Supplier Code of Conduct Compliance; and
- f) Schedule 6 - Pricing Proforma.

(collectively, the “RFQ Documents”)

- 1.6.2 If the Housing Agency issues any amendments or addenda to the RFQ Documents, such amendments or addenda will form part of the RFQ Documents. It is the sole responsibility of all Respondents to check the Housing Agency’s information page at: <http://vancouver.ca/your-government/vancouver-affordable-housing-agency.aspx> regularly for amendments or addenda to the RFQ Documents, including questions and answers posted by the Housing Agency in relation to this RFQ. Based on the questions proposed and any changes to the RFQ updates will be provided.

SECTION 2 QUALIFICATION CRITERIA

2.1 General

The Housing Agency currently expects to base its decision with respect to each Respondent’s qualification (or not) to participate in Site-Specific RFPs on (i) whether the Response submitted by the Respondent has met, and whether such Response shows that the Respondent has met, the requirements set out in the RFQ Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements.

2.2 Key Personnel and Subcontractors

- 2.2.1 As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel and subcontractors.
- 2.2.2 Qualification to participate in a request for proposals may be conditioned on the use of the key personnel and subcontractors specified in a Statement of Qualifications, or other personnel or subcontractors approved in advance by the Housing Agency.
- 2.2.3 A Respondent should therefore not change its key personnel or subcontractors without discussing the same with the Housing Agency.

SECTION 3 COMMUNICATIONS

3.1 Inquiries by Respondents

Respondents may not communicate with the Housing Agency about the RFQ except in writing by email to the contact person listed on the cover page of this RFQ.

SECTION 4 SUBMISSION OF REQUEST FOR QUALIFICATIONS

4.1 Delivery

Each Respondent should submit an original of its Response and the number of copies of its Response specified in Schedule 1 – Description of Requirements, in a sealed envelope, delivered physically as stated on the cover page of the RFQ. It is each Respondent's sole responsibility to ensure delivery of its response to this RFQ by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

4.2 Late Responses

The Housing Agency may, in its discretion, accept, or reject and return, any Response received after the Closing Time.

4.3 Form of Response

Each Response is to follow the format and include each of the items described in Schedule 3 hereto.

4.4 Lack of Information

Following receipt of a Response, the Housing Agency may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the Housing Agency with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the Housing Agency's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Response.

4.5 Material Changes

Respondents should inform the Housing Agency of any material change in information that might affect their qualification status at any time during the RFQ process. Participants in a Site-Specific RFP will be required to update key qualification information at the time of proposal submission.

SECTION 5 REVIEW OF RESPONSES

5.1 Evaluation by the Housing Agency

The Housing Agency will review the Response submitted to determine whether, in the Housing Agency's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the Housing Agency's procurement process. In doing so, the Housing Agency currently expects to base its decision with respect to each Respondent on (i) whether the Response submitted by the Respondent has met, and whether such Response shows that the Respondent has met, the requirements set out in the RFQ Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements. The Housing Agency currently expects to select Pre-Qualified Respondents as specifically described in Section 1.5 above, provided that:

- 5.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the Housing Agency; and

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

5.1.2 the Housing Agency reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents.

5.2 Inquiries

The Housing Agency, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with a Response and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

5.3 Non-Conforming Responses

Responses that fail to conform to the format requirements set forth in Schedule 3 hereto or which fail to conform to any other requirement of these RFQ Documents may be rejected by the Housing Agency, in its discretion. Notwithstanding the foregoing or any other provision of these RFQ Documents, the Housing Agency may at its sole discretion elect to retain for consideration Responses that deviate either materially or non-materially from the format requirements set out in Schedule 3 hereto or which otherwise fail to conform to any other requirement of these RFQ Documents.

SECTION 6 NOTIFICATION AND RFQ PROCESS

6.1 Notification of Prequalification

Following the Closing Time, the Housing Agency will only notify those Respondents which are selected as Pre-Qualified Respondents. The Housing Agency thanks all other Respondents for their interest.

6.2 Changes after Pre-Qualification

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the Housing Agency prior to the deadline for submission of proposals for Site-Specific RFPs. The Housing Agency may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Request for Qualifications, would have affected whether or not the Respondent would have been short-listed in the first instance.

6.3 The Housing Agency's Rights

6.3.1 The Housing Agency may, without liability to any Respondent or Pre-Qualified Respondent:

1. amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
2. open Site-Specific RFPs to potential proponents other than the group of Pre-Qualified Respondents contemplated by this RFQ;
3. determine which City-owned or other sites targeted will be subject to Site-Specific RFPs as contemplated by this RFQ;

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

4. reject or accept any or all Responses;
5. cancel the RFQ process and reject all Responses;
6. cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
7. request that any Respondent provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
8. terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
9. at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.

6.3.2 By submitting a Response, a Respondent acknowledges and agrees that these RFQ Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 2), and that submission of a Response by a Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other Respondent's Response in any particular manner or undertake the Housing Agency's RFQ process in any particular manner (except as expressly stated in Schedule 2 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 2 also contains a release of the Housing Agency's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

6.4 Performance Review and Monitoring

6.4.1 The Housing Agency is seeking the best return for the taxpayer in Vancouver. A process of continuous improvement will be followed with regular reviews on progress and process which will be supported by external validation.

6.5 Information Disclaimer

6.5.1 The Housing Agency makes no representation, warranty or undertaking with respect to these RFQ Documents and the Housing Agency and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFQ Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the Housing Agency.

6.5.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the Housing Agency in such regard. The information contained in the RFQ Documents is provisional and is expected to be superseded by information in a request for proposals and other documents.

SECTION 7 CONFLICTS/COLLUSION/LOBBYING

7.1 Conflicts of Interest Generally

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

1. an elected official or employee of the City or the Housing Agency; or
2. related to or has any business or family relationship with an elected official or employee of the City or the Housing Agency,

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

7.2 Former City or Housing Agency Employees

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

7.3 Other Clients

Each Respondent must disclose whether the Respondent is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City or the Housing Agency in relation to the subject matter of the RFQ would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City or the Housing Agency, and the Respondent's duties to such third party. The Housing Agency will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFQ in light of the particular matter.

7.4 Collusion

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

7.5 Lobbying

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING

in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its Response, to influence the outcome of the RFQ process. The Housing Agency will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFQ in light of the particular matter.

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
 HOUSING**
SCHEDULE 1 - DESCRIPTION OF REQUIREMENTS

SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

RFQ Section Reference	
1.1 - 1.5	<p>Description of Products and Services:</p> <p>The Vancouver Affordable Housing Agency seeks Responses from Respondents who have expertise in the construction, supply, delivery and installation of modular housing. This expertise would include, but not be limited to the following:</p> <ul style="list-style-type: none"> (a) Construction of modular housing units; (b) Ability to access modular housing units in a timely manner and possibly enable early delivery of units; (c) Ability to transport housing units; (d) Ability to install modular units; (e) Previous community engagement and any plan to support training and opportunities for people on low incomes, local businesses, and local labour and (f) financing abilities.
1.5	<p>Anticipated Period of Issuance of Site-Specific RFPs:</p> <p>Site-Specific RFPs will be issued in early 2016 with contract terms of two (2) years with an option to extend for one (1) further year.</p>
4.1	<p>Submissions:</p> <p>3 hard copies to be delivered; and 1 soft copy to be sent to by email to the Contact Person named on the cover page</p>
2.1 & 5.1	<p>Evaluation Criteria</p> <p>Qualifications, knowledge and relevant corporate experience and capability of the Respondent will be evaluated including but not limited to:</p> <ul style="list-style-type: none"> (a) Financial capability; (b) Proven track record substantiated by recent and relevant client references; (c) Knowledge of marketplace; (d) Approach and methodology, including how the Respondent would enable early delivery of the units; (e) Qualifications and relevant experience of the Respondent's key personnel in the project team, including the project manager, design team, quality manager, code consultant (required); (f) Experience with supply, construction, installation of prefabricated modular units; (g) Capacity to produce large production runs of prefabricated modular units; (h) Financing ability (as per 1.3 Scope of Work, lease to own may be required by the Housing Agency)

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 1 - DESCRIPTION OF REQUIREMENTS

	<p>(i) History of any litigation or claims made against the Respondent, or made by the Respondent against the City, during the three years previous to the Closing Time;</p> <p>(j) Review of current insurance; and</p> <p>(k) Innovative ideas relating to finance, execution and deliverables.</p> <p>Note: The above evaluation criteria may not necessarily be listed in order of importance and will not necessarily be weighted equally.</p>
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RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

SCHEDULE 2 – LETTER OF QUALIFICATION

*[Letterhead paper of the Respondent or participant responsible for
a joint venture, including full postal address, telephone and facsimile.]*

Date: *[Insert]*

TO: The Vancouver Affordable Housing Agency (the “Housing Agency”)

RE: REQUEST FOR QUALIFICATIONS - NO. PSVAHA2016-01 (the “RFQ”) IN RESPECT OF
SELECTING PARTNERS TO SUPPLY PREFABRICATED MODULAR HOUSING

1. Being duly authorized to represent and act on behalf of *[Insert full corporate name and if a joint venture, then state “on behalf of...” and list the full corporate names of the companies forming the joint venture]*, the undersigned hereby submits the attached Response and supporting materials on behalf thereof.
2. Herein, the term “Respondent” refers to *[insert full corporate name and if a joint venture, then state “...refers to each of” and list the full corporate names of the companies forming the joint venture]*.
3. The Housing Agency and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Response, and to seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFQ.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFQ.
5. The Housing Agency and its representatives may contact the following persons for further information:

[Respondent to insert information.]
6. This Response is made with the full understanding and agreement that:
 - (a) any information submitted during qualification may be subject to verification by the Housing Agency, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFQ (and consistent with this Response) if the Housing Agency invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the Housing Agency may:
 - (i) amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
 - (ii) open this process to potential proponents other than the grouping of Pre-Qualified Respondents contemplated by the RFQ;

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

- (iii) determine which City-owned sites targeted for the installation of prefabricated modular housing will be subject to Site-Specific RFPs as contemplated by this RFQ and which may be subject to a separate procurement process;
 - (iv) reject or accept any or all Responses;
 - (v) cancel the RFQ process and reject all Responses;
 - (vi) cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (vii) request that any Respondent to provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
 - (viii) terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
 - (ix) at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.
- (d) neither the Housing Agency nor the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent confirms and warrants that the information disclosed in the section of its Response titled "Conflicts; Collusion; Lobbying" is a complete and accurate response to Section 7.0 of the RFQ.
8. The Respondent acknowledges and agrees that the RFQ Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Response by the Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other respondent's Response in any particular manner or undertake the Housing Agency's RFQ process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFQ.
10. Except only and to the extent that the Housing Agency is in breach of Section 11 of this letter, the Respondent now releases the Housing Agency, the City of Vancouver and their respective directors, officials, agents and employees from all liability for any costs, damages or losses incurred in connection with the RFQ, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the Housing Agency or its directors, officials, agents or employees of any obligation or duty under the RFQ;
 - (b) any unintentional tort of the Housing Agency or its directors, officials, agents or employees occurring in the course of conducting the RFQ; or

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

- (c) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any Response; addresses or fails to address any Response; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the Housing Agency's right to publicly disclose information about or from any Response, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the Housing Agency will treat the Response (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- Amendment/Addendum No. [Complete] Date: [Complete]
- Amendment/Addendum No. [Complete] Date: [Complete]
- Amendment/Addendum No. [Complete] Date: [Complete]
13. Any dispute relating to the RFQ (except to the extent that the Housing Agency breaches Section 11 above) 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 Housing Agency;
- (b) Section 10 of this letter, and the other provisions hereof, will apply; and
- (c) The Respondent will bear all costs of the arbitration.
14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Response are true and correct in every detail.

Respondent Name(s): _____

Signature: _____ Date: _____

Name of Signatory: _____

Title of Signatory: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of
Incorporation: _____

City of Vancouver _____ WorkSafeBC Registration _____

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

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

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 3 - FORMAT FOR RESPONSE

SCHEDULE 3 – FORMAT FOR RESPONSE

Responses submitted by Respondents should consist of:

1. a completed and duly executed Letter of Qualification (the foregoing Schedule 2); and
 2. a Statement of Qualifications, consisting of and arranged as follows:
 - (a) **Title Page (1 page)**

The title page should identify the RFQ number identified on the cover page of this RFQ, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person. Please confirm whether your organization wishes to be considered for (i) Project Type 1; (ii) Project Type 2; or (iii) both Project Types 1 and 2.
 - (b) **Table of Contents / Index**
 - (c) **Corporate Experience:**
 - Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
 - Describe the company/entity size, depth, and annual sales volumes (in dollars).
 - Provide client references, where possible.
 - Provide a history of litigation or claims made against the Respondent during the three years immediately prior to the Closing Time.
 - (d) **Corporate Capability:**
 - Describe the Respondent's capability (financial, experience and workload capacity) to undertake the roles and responsibilities described in this RFQ.
 - Provide resumes of proposed key personnel.
 - (e) **Completed and Current Major Projects**
 - List three relevant projects, with names of customers, dollar amounts, names of company personnel involved and client/owner references.
 - Describe the Respondent's capacity to undertake a potential project and describe any other projects scheduled during the anticipated RFQ Term.
-
7. **Conflicts/Collusion/Lobbying**

In a separate section titled "Conflicts; Collusion; Lobbying" in the Response, provide information responsive to Section 7.0 of the RFQ.

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 3 - FORMAT FOR RESPONSE

7. Proforma

In a separate section titled “Proforma” in the Response, provide the information requested in Schedule 6.

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE

SCHEDULE 4 - PLEASE ATTACH EXISTING CERTIFICATE OF INSURANCE

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, qualification, expression of interest or quotation to the Housing Agency, 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: _____

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

SCHEDULE 6 - PRICING PROFORMA

PRICING EXERCISE

Respondents should submit a detailed response to the proforma exercises below:

These proforma exercises will assist the Housing Agency in determining each Respondent's knowledge of the costs that are involved in the construction, delivery and installation of modular housing units and can be used to highlight any innovation/creativity to help reduce costs and expedite delivery. Using the following hypothetical information, please complete the following tables for both Project Type 1 and Project Type 2.

1. PRICING FOR PROJECT TYPE 1

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Site area - 10,000 square feet, level, gravel, rectangular shaped site;
- 35 self-contained units with washroom and shower facilities in each unit;
- Average size of units is 150 square feet;
- Unit Mix - 75% single bed, 25% double occupancy; and
- Communal Amenity Area of 1250 Square Feet, with office, laundry facilities, and small kitchenette, either repurposed from previous sites or specialty built for this project, providing a link to the modular housing units.

Table 1: Sample Pricing for Modular Housing

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Prefabricated Modular Housing Units	Total Price	\$
Delivery of Prefabricated Modular Housing Units	Total Price	\$
Installation of Prefabricated Modular Housing Units including foundations	Total Price	\$
Installation of sprinklers and sprinkler connections to outside services	Total Price	\$
Plumbing works including water, waste and sprinkler connection to outside services	Total Price	\$
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO2 sensors	Total Price	\$

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

Supply and installation of 5lb wall hung Fire extinguishers as required	Each	\$
Exterior skirting	Total Price	\$
Demobilization	Total Price	\$
Price before GST or other applicable taxes	\$	

Table 2: Sample Pricing for Communal Amenity Area

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Communal Amenity Area, including foundations	Total Price	\$
Delivery of Communal Amenity Area	Total Price	\$
Installation of Communal Amenity Area including foundations (if not included above)	Total Price	\$
Plumbing works including connection of small kitchenette to outside services	Total Price	\$
Installation of sprinklers and sprinkler connections to outside services	Total Price	\$
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	\$
Supply and installation of 5lb wall hung Fire extinguishers as required	Each	\$
Exterior skirting	Total Price	\$
Demobilization	Total Price	\$
Price before GST or other applicable taxes	\$	

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

2. FINANCING FOR PROJECT TYPE 1

FINANCING

The Housing Agency is looking at the possibility of a lease to own arrangement with multiple buyout options. For the lease to own arrangement the Housing Agency requests that the respondents submit what the monthly rate is for the lease as well as the yearly buyout costs on the annual anniversary of the agreement. For the purpose of this proforma for the RFQ the Housing Agency is assuming that the total cost of the modular housing and the community amenity area is \$800,000.00. Please enter the information requested in Table 3.

Table 3: Sample Financing

Total Purchase Price	\$800,000
Monthly Lease Payment	\$
Year One Buyout Price	\$
Year Two Buyout Price	\$
Year Three Buyout Price	\$
Year Four Buyout Price	\$
Year Five Buyout Price	\$

3. PRICING FOR PROJECT TYPE 2

As explained under Section 1.3 Scope of Work the Housing Agency is looking for the supply of prefabricated modular units with a mix of studios, two and three bedroom units (exact mix and number of units in each development to be confirmed). These developments will need to be built in accordance with zoning, by-law and code requirements and may be multi-level (in accordance with zoning for each site). These units are anticipated to be required in eight months to one year.

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Level, rectangular shaped site;

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING**
SCHEDULE 6 - PRICING PROFORMA

- 100 Units with the unit mix and unit size (Table 4) as set out below;
- Unit Mix - 15% studio, 10% one beds, 25% two beds, 50% three beds;
- Allowance for 300 sq.ft common amenity space; and
- Built to City of Vancouver Building Bylaws.

Table 4: Unit Size

For the purpose of this proforma, the Respondent is to assume the Unit sizes are as per the table below:

Unit Type	Approximate Size in Square Feet
Studio	320
One bed	450
Two bed	650
Three bed	800

Table 5: Sample Pricing for Prefabricated Modular Housing

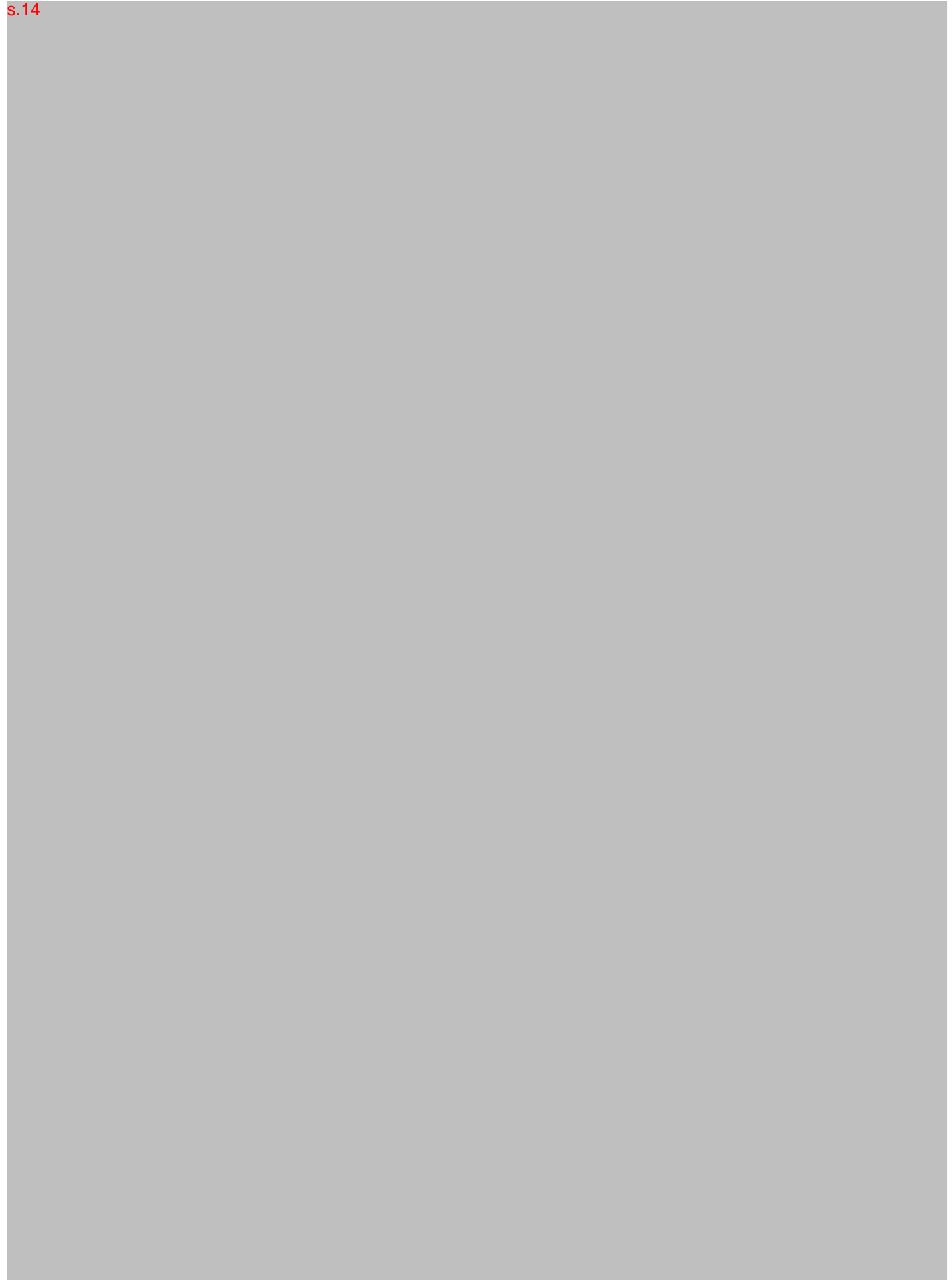
Based on the information above, and assuming for the purposes of this proforma that the initial build is 100 Units, please complete this table 5 with the options to increase the amounts of units:

Table 5: Sample Pricing for Project Type 2

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	\$	\$	\$	\$
Delivery of Prefabricated Modular Housing Units	Total Price	\$	\$	\$	\$
Installation of Prefabricated Modular Housing Units including foundations	Total Price	\$	\$	\$	\$
Plumbing works including any necessary connection to outside services	Total Price	\$	\$	\$	\$
Electrical work including the	Total Price	\$	\$	\$	\$

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING**
SCHEDULE 6 - PRICING PROFORMA

connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors					
Construction of a communal amenity area	Total Price	\$	\$	\$	\$
Demobilization	Total Price	\$	\$	\$	\$
Price before GST or other applicable taxes		\$	\$	\$	\$



From: "Molaro, Anita" <anita.molaro@vancouver.ca>
To: "Gilbertson, Kenneth" <Kenneth.Gilbertson@vancouver.ca>
CC: "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca>
Date: 8/17/2017 2:05:54 PM
Subject: Re: TMH - Design Guidelines

I've already asked staff to start on these. Our goal is to the updated version go with current staff report.

Sent from my iPhone

On Aug 17, 2017, at 1:50 PM, Gilbertson, Kenneth <Kenneth.Gilbertson@vancouver.ca> wrote:

Anita,

In the meeting this morning where these was some discussion around possible changes to the attached modular design guidelines.

Could you confirm if you plan to make these changes, and if you had a time scale in mind for these changes.

Horizon North and Boni Maddison are currently using these guidelines to help inform their schematic design and I would want to ensure any changes are incorporated.

I have asked Horizon North to provide us with an architectural concept / rationale for their view of this project, containing any supporting information like case studies or design examples, before they get too far into their design so that we can use this to start discussions with your team. We understand your desire to ensure these projects maximize the urban design potential (while remaining cognizant of the affordable temporary nature) and hopefully starting these conversations early with the design team will help with this.

Thanks

Kenny Gilbertson
Development Manager

<image001.png>
Suite 100, 525 West 10th Avenue
Vancouver, BC. V5Z 1K9
t: 604.673.8444 | c: 604.349.4522
e: kenneth.gilbertson@vaha.ca
www.vaha.ca

<Appendix F - Draft - TMH Guidelines.pdf>

vaha vancouver affordable
housing agency

From: "Gilbertson, Kenneth" <kenneth.gilbertson@vancouver.ca>
To: "Munro, Kent" <Kent.Munro@vancouver.ca>
CC: "Harrison, Luke (VAHA)" <Luke.Harrison@vaha.ca>
Date: 7/24/2017 10:47:10 AM
Subject: RE: Urgent! 220 Terminal TMH Project
Attachments: 220 Terminal - Public feedback.xlsx

Sorry, with attachment

From: Gilbertson, Kenneth
Sent: Monday, July 24, 2017 10:47 AM
To: Munro, Kent
Cc: Harrison, Luke (VAHA)
Subject: RE: Urgent! 220 Terminal TMH Project

Kent,

Some information below that could help;

- Modular Display Suite — Robson St - Monday October 24, 2016 — Tuesday Nov 1, 2016
 - o Horizon North fabricated a modular display suite that contained a 250 sq.ft micro suite (as built at 220) along with a presentation space. This display was open to the public at lunch and afternoons for a week during the Housing Summit last year. I cannot find the stats or comments at this point (still looking and can share if I find them) but I recall over 1,000 visits and majority of comments received were positive.
 - o Intent of the display was to let the public see what modular construction was about (try to modify the perception of "trailers") provide a forum for questions, comments and for us to take any feedback to assist with learnings.
- Piloting modular construction techniques
 - o This pilot enabled VAHA and the City to pilot the use of modular construction as a means to create temporary affordable housing. It allowed VAHA as the applicant the chance to use this construction method to expedite the delivery, and it allowed the internal COV departments the learnings of permitting a multi-family modular building that was fabricated off site.
 - o From VAHA's point of view the pilot was successful in the sense that the project was delivered on time and on budget. We learnt a lot about the use of modular construction, and this learning will be applied to the future projects. (I wouldn't want to speak for the regulatory side learnings, but we have had a de-brief with REFM who are now in charge of maintain the building providing us further learnings, and reinforcing that this was largely a successful pilot)
- Public feedback during 220 terminal construction
 - o There were 13 comments received during planning / construction and we have record of these (attached). All comments were addressed and largely mitigated with the requested information.
- Public feedback since opening of 220 Terminal
 - o Housing have received no comments since the opening
 - o Troy Tenney (project facilitator) received nothing during or since opening and has checked the records and it appears one complaint was filed that the grass had not been cut, but this was reviewed and closed.

Finally, I have asked Jodi Sturge (director of operations at 220) to let me know if there was anything they could add from an operational learnings point.

Thanks

Kenny

From: Munro, Kent
Sent: Monday, July 24, 2017 10:29 AM
To: Harrison, Luke (VAHA)
Cc: Gilbertson, Kenneth
Subject: RE: Urgent! 220 Terminal TMH Project

Thx! The sooner the better ... doesn't need to be extensive just indicative of success/achievement attained. K

From: Harrison, Luke (VAHA)
Sent: Monday, July 24, 2017 9:53 AM
To: Munro, Kent
Cc: Munro, Kent
Subject: Re: Urgent! 220 Terminal TMH Project

Kent,

Kenny will get something to you.

Thanks,
Luke

Sent from my iPhone

On Jul 24, 2017, at 9:23 AM, Munro, Kent <Kent.Munro@vancouver.ca> wrote:

Hi Luke,

We are scrambling to complete a draft staff report to delegate the authority for low cost housing (TMH) Question for you ... have there been any post-occupancy assessments done of the 220 Terminal project that we could mention? Alternatively, have there been any public comments or feedback received about it? Our reason for asking is that it was a "pilot" and if we are taking the next step in streamlining this we ideally would like to say something about its success/outcomes. Need to know ASAP, no worries if there isn't anything to report, in which case we will find another way to cover this ...

Thx!! K

Kent Munro, MCIP, RPP
Assistant Director of Planning
Vancouver Midtown Division
City of Vancouver
Tel: 604-873-7135

Temporary Modular Homes Pilot Project Response Tracking									
#	Date	Name	Phone	Email	Relevant Site	Question / Comment	Received By	Action Taken	Completed
1	12-May-16	s.22(1)		n/a	1500 Main	Wondering about non-profit partner organization; would like to apply; on BCH list	Graham	Returned call	13-May-16
2	13-May-16			n/a	1500 Main	n/a	Graham	Attempted return call (x3)	17-May-16
3	13-May-16			s.22(1)	1500 Main	Would like to apply for tenancy	Graham	Returned call - Referred to BCH	16-May-16
4	13-May-16				1500 Main	Concerned about buffer between Fiat dealership and the modular housing site; potential site access issues along Western Street during construction; concerned about potential future City desire to expand modular housing onto the land he is currently leasing; wondering about timelines and opportunities to offer feedback	Graham	Returned call	16-May-16
5	16-May-16			n/a	1500 Main	Looking for more info; opposed to the project based on location; concerned that individuals with mental health / addiction issues already exist in high proximity in the local area and increasing the amount of housing accessible to them near the DTES will result in more disorderly unsafe "problem" housing.	Graham	Returned call	17-May-16
6	16-May-16			n/a	1500 Main	Wondering about impact on community would like to know when the project will be built and who the tenants will be	Graham	Cannot respond - No contact details left	16-May-16
7	17-May-16			n/a	1500 Main	Interested in becoming a tenant	Graham	Returned call - Referred to BCH	17-May-16
8	18-May-16			n/a	1500 Main	Insistent on speaking directly to Mukhtar; offers a suggestion to change the City motto to: "We rule by decree not consensus."	Graham	Returned call - Forwarded to Mukhtar's reception	18-May-16
9	26-May-16			n/a	1500 Main	Fo lowing up on previous call; still waiting to speak to Mukhtar	Graham	n/a	26-May-16
10	30-May-16			s.22(1)	1500 Main	Concerned about negative impact of more social housing along Main Street would like to note constant police presence disorderly conduct poor upkeep at other nearby projects (ie. Marguerite Ford).	Graham	Returned call	30-May-16
11	17-Aug-16			n/a	1500 Main	Looking for an update on the 1500 Main project; no new info on website; wondering about timelines	Graham	Returned call	17-Aug-16
12	25-Nov-16			n/a	1500 Main	Looking for an update on the 1500 Main project; no new info on website; wondering about timelines	Graham	Returned call	25-Nov-16
13	11-Apr-17			n/a	n/a	Interested in modular construction would like to be part of future public engagement	Graham (via Celine)	Returned call	11-Apr-17

From: [Gilbertson, Kenneth](#)
To: [Harrison, Luke \(VAHA\)](#)
Subject: Service agreement for Modular Housing
Date: Friday, August 11, 2017 10:48:52 AM

Andrew,

It was confirmed in the Temporary Modular Housing meeting on Wednesday with CM and GM's that we should proceed with securing Horizon North to provide development management services for design of the HF-TMH projects up to Building Permit, or when funding is secured to move into the full design build contract.

The table below was presented in the meeting and shows the estimated costs to undertake these services;

s.13(1)



As discussed to ensure we do not incur delay, please proceed with providing Horizon North a notice to proceed while the service agreement is negotiated.

Thanks