

File No.: 04-1000-20-2018-613

February 11, 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:

**A copy of an agreement or agreements (collectively, the "Construction Agreements") with Horizon North Camp and Catering Partnership ("Horizon North") outlined in the following staff report:**  
**<https://council.vancouver.ca/20171004/documents/pspc2.pdf>**

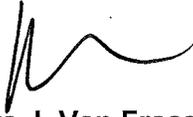
Responsive records are attached relating to your request.

Please note: this is a phased release (part one of two). Additional records (part two of two) relating to the "Construction Agreements" will be released to you by March 21, 2019 (as per the letter sent to you on February 6, 2019).

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](mailto: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 (#04-1000-20-2018-613); 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](mailto:Barbara.vanfraassen@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4*

\*If you have any questions, please email us at [foi@vancouver.ca](mailto: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.

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**SERVICES AGREEMENT**  
**Housing First - Temporary Modular Housing Strategy**  
**Design Services**

THIS AGREEMENT is dated as of the 17<sup>th</sup> day of August, 2017 (the “Effective Date”),

BETWEEN:

**VANCOUVER AFFORDABLE HOUSING AGENCY LTD.**

453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(“VAHA”)

OF THE FIRST PART

AND:

Horizon North Camp & Catering Partnership,  
by its managing partner Horizon North Camp & Catering Inc.  
540 Athabasca Street West  
Kamloops, British Columbia  
V2C 5R7

(the “Consultant”)

OF THE SECOND PART

(VAHA and the Consultant are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”)

**BACKGROUND:**

- A. VAHA requires certain development consulting and design services, as further described herein, in relation to the first phase of the Housing First - Temporary Modular Housing Strategy (the “Project”), and wishes to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1.0 INTERPRETATION**

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) “Agreement” means this Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;

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- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
  - (c) **“City”** means the City of Vancouver, a municipality continued under the *Vancouver Charter*;
  - (d) **“Community Engagement Leader”** means the person or company designated by VAHA or the City to arrange, conduct and follow up on the public information sessions required by City policy as part of the approval process for the Project;
  - (e) **“Confidential Information”** has the meaning set out in Section 15.1;
  - (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Agreement or incorporated into the Agreement by reference;
  - (g) **“Deliverables”** has the meaning set out in Section 18.1;
  - (h) **“Design Requirements”** means the design requirements set out in Appendix C, as may be corrected, supplemented or amended from time to time in accordance with Section 18.6;
  - (i) **“Design Services Fee”** has the meaning set out in subsection 5.3;
  - (j) **“Design Services Fee Invoice”** has the meaning set out in subsection 5.3;
  - (k) **“Design Services Fee Payment”** has the meaning set out in subsection 5.3;
  - (l) **“Development Agreement”** means the anticipated contract for Design/Build services in the form of a CCDC 14 DB contract for the next phase of the Housing First - Temporary Modular Housing Strategy, which is subject to any required City Council approvals and funding to be provided by BC Housing;
  - (m) **“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;
  - (n) **“Project”** has the meaning set out in Recital A;
  - (o) **“Project Sites”** means those sites to be identified and secured by the City of Vancouver for the purposes of the Project; and
  - (p) **“Project Team”** has the meaning set out in subsection 2.2(c);
  - (a) **“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;
  - (q) **“Services”** has the meaning set out in Section 2.1;
  - (r) **“Sub-contractor”** has the meaning set out in Section 4.1;
  - (s) **“Term”** means the term of this Agreement as specified in Section 12.1;

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- (t) **“VAHA Project Manager”** means VAHA’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of VAHA in connection with the Services, or to make decisions in connection with this Agreement; and
- (u) **“Work Product”** has the meaning set out in Section 17.0.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding all Appendices;
- (b) Appendix A;
- (c) Appendix B; and
- (d) Appendix C.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

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## 2.0 CONSULTANT'S SERVICES TO VAHA

- 2.1 VAHA hereby retains the Consultant and the Consultant hereby accepts such appointment to provide and perform the following services (the “Services”) as and when requested by VAHA in writing:
- (a) the services described in Appendix B - *Scope of Work* and any services necessary or incidental to the completion of such services; and
  - (b) all services related to the Project not specifically included in subsections 2.1(a), but which are requested by VAHA from time to time and agreed to by the Consultant, both parties acting reasonably.
- 2.2 The Consultant will be fully responsible for:
- (a) coordinating the Services with the VAHA Project Manager or his/her delegate, including ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the “Project Team”) described in Section 3.1.
- 2.3 The Consultant represents and warrants to VAHA that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services in a manner consistent with the requirements of this Agreement. The manner and means by which the Consultant provides the Services is under the Consultant’s sole and exclusive control provided, however, that the Services meet VAHA’s standards regarding quality, timeliness and budget.
- 2.4 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current industry practices and design standards; and
  - (c) in conformity with any and all Applicable Laws and building codes.
- 2.5 The Consultant will commence the Services when requested by VAHA and will use every reasonable commercial effort to carry out the Services in accordance with:
- (a) the requirements of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably agreed to from time to time by the parties hereto.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any similar nature to be imposed or to remain on title to any VAHA property.

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### 3.0 PROJECT TEAM

- 3.1 The Consultant will utilize only the Project Team members noted in Appendix B - *Scope of Work*, unless first authorised in writing by VAHA.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of VAHA, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 VAHA may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not VAHA consents to a substitution, or requests a substitution, VAHA will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

### 4.0 SUB-CONTRACTORS

- 4.1 Except for those Sub-contractors identified in Appendix D of this Agreement, the Consultant may not engage any contractor or consultant (in each case a “**Sub-contractor**”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of VAHA, which consent may not be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to VAHA for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by VAHA where VAHA has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and VAHA.

### 5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant under this Agreement, VAHA will pay at the times prescribed herein the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the fees or disbursements to be paid by VAHA to the Consultant for the Services or such portions of the Services performed by the Consultant will be the amounts referred to in Sections 5.3 and 5.4, as applicable, except as mutually agreed in writing.
- 5.3 Following the completion of each of the deliverables set out in Section 4 of Appendix B, the Consultant will submit to VAHA an invoice (the “**Design Services Fee Invoice**”) in the form set out in Section 5.5 below setting out the fee payable by VAHA for the Deliverable in the amount set out in Section 4 of Appendix B, any disbursements related thereto and any GST and PST

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(together, the “**Design Services Fee**”). Except for any amounts which VAHA in good faith is disputing, VAHA shall pay the Design Services Fee Invoice (each, a “**Design Services Fee Payment**”) within thirty (30) days of receipt thereof. Notwithstanding the above, the Consultant may submit partial or progress invoices to VAHA for payment for certain Deliverables if mutually agreed to by the parties.

- 5.4 The Consultant will make full payment to Sub-contractors for work performed in relation to the Services.
- 5.5 The Consultant shall provide bank account information to VAHA to enable VAHA to make payments by electronic funds transfer, as contemplated hereby.
- 5.6 Interest on late payments from VAHA to the Consultant shall be payable at a rate of 24% per annum calculated monthly.

#### **6.0 CHANGES TO SCOPE OF SERVICES**

- 6.1 VAHA’s Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the Design Requirements or the scope of Services to be provided by the Consultant. In that case, delivery dates and/or fees will be adjusted as agreed to by both Parties in writing.
- 6.2 Should the Consultant consider that any request or instruction from VAHA’s Project Manager constitutes a change in the scope of Services, the Consultant will provide VAHA’s Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to VAHA within the time period specified, VAHA will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 VAHA’s Project Manager will consider the Consultant’s written notice (if any) within a further ten days of receipt of the Consultant’s notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed.

#### **7.0 RELEASE AND INDEMNIFICATION**

- 7.1 The Consultant now releases VAHA, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss (collectively, the “Losses”) arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement, excepting always that this release does not apply to the extent, if any, to which the Losses are caused directly or indirectly by errors, omissions, negligent acts or wilful misconduct of VAHA or those for whom it is responsible for at law or with respect to any amounts that may be payable by VAHA under the Agreement.
- 7.2 The Consultant hereby agrees to indemnify and save harmless VAHA and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an “**Indemnified Party**”) from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as “**Claims**”) that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions, negligent acts or wilful misconduct of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by directly or indirectly by errors, omissions, negligent acts or wilful misconduct of an Indemnified Party.

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7.3 This indemnity will not affect or prejudice either Party from exercising any other rights that may be available to it at law or in equity.

7.4 The indemnity set out above will survive the expiry or sooner termination of this Agreement.

## **8.0 INSURANCE**

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

## **9.0 WORKSAFEBC**

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself, its Sub-contractors and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that VAHA has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by VAHA to the Consultant. VAHA will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide VAHA with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to VAHA having any obligation to pay monies under this Agreement. The Consultant will indemnify VAHA and hold harmless VAHA from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement, including penalties for unpaid assessments levied by WorkSafeBC.

9.3 Whenever the Consultant is required or permitted to perform any Services on the Project Sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services provided that the Consultant may assign the "prime contractor" obligations to a Sub-contractor engaged to provide the Services and in that case the Consultant will inform VAHA of that assignment in writing.

## **10.0 VAHA INFORMATION/APPROVALS**

10.1 No reviews, approvals or inspections carried out or information supplied by VAHA will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by VAHA to the Consultant, other than the Design Requirements but including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

10.2 VAHA agrees that where the consent or authorization of VAHA is requested pursuant to this Agreement, such consent or authorization shall not be unreasonably or arbitrarily withheld, delayed or conditioned.

## **11.0 COMMUNICATION BETWEEN CONSULTANT AND VAHA**

11.1 VAHA appoints Kenny Gilbertson (kenneth.gilbertson@vaha.ca) as the VAHA Project Manager for the purposes of this Agreement.

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In the event of the Consultant's receipt from VAHA of a notice in writing of the revocation of Kenneth Gilbertson's appointment as the VAHA Project Manager by VAHA, Kenneth Gilbertson will have no further authority under this Agreement, except as may be specifically designated in writing by VAHA and agreed to in writing by **Luke Harrison**, and all references to the VAHA Project Manager in this Agreement will thereafter be deemed to be a reference to such other person designated in writing by VAHA to the Consultant.

The VAHA Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of VAHA in respect of which the VAHA Project Manager has been designated and appointed its sole and exclusive agent provided that the VAHA Project Manager provides the Consultant's Project Manager with prior written notice of such delegation.

11.2 The Consultant appoints Brock Elliott as its representative for the purposes of this Agreement (the "**Consultant's Project Manager**").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and VAHA regarding this Agreement, including performance of the Services, will be between the VAHA Project Manager and the Consultant's Project Manager.

## **12.0 TERM**

12.1 The Agreement will commence on the Effective Date and will continue for a term of one (1) year (the "**Term**") unless terminated earlier as provided for in Section 13.0.

12.2 The parties acknowledge that it is their intention, subject to any further City Council approvals that may be required and confirmation of funding from BC Housing for the next phase of the Project, VAHA will engage the Consultant for Design/Build services in the form of the Development Agreement.

## **13.0 TERMINATION**

13.1 VAHA, at any time, in its sole judgment, may, whether or not cause exists, terminate this Agreement in whole or in part by giving ten days' prior written notice to the Consultant.

## **14.0 ASSIGNMENT**

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of VAHA, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always in that case that the Consultant first provides VAHA with:

- (a) reasonable particulars of the transaction (permitting VAHA to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to VAHA to perform this Agreement.

14.2 The Consultant acknowledges and agrees that at any time, VAHA may assign this Agreement, in whole or in part, to BC Housing or the Provincial Rental Housing Corporation, without the prior consent of the Consultant, provided that VAHA first enters into an assignment and assumption agreement whereby BC Housing or the Provincial Rental Housing Corporation, as the case may be, assumes all or the rights and obligations of VAHA as set out in this Agreement. VAHA will not

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assign this Agreement in whole or in part to any party other than BC Housing or the Provincial Rental Housing Corporation, except with the prior written consent of the Consultant, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect.

## 15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the parties (the “Recipient”) will obtain or have access to certain confidential information, including but not limited to technical information, financial information and business information, which is confidential to the other party (the “Disclosing Party”), and that may be the exclusive, world-wide property of the Disclosing Party and/or its suppliers and customers (collectively “Confidential Information”). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Recipient’s breach of this Agreement or the Recipient’s actions;
  - (b) information which was previously in the Recipient’s possession and did not originate from the Disclosing Party; and
  - (c) information which lawfully becomes available to the Recipient from a third party not under an obligation of confidence to the Disclosing Party regarding such information.
- 15.2 The Recipient will not use or reproduce the Confidential Information of the Disclosing Party other than as reasonably required for the performance of any obligations under this Agreement, including but not limited to the provision of the Services, under this Agreement. The Recipient will not, without the prior written consent of the Disclosing Party given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own directors, officers, employees, agents, advisors or lenders and those of its affiliates or Subcontractors (collectively, the “Representatives”) who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature. The Recipient will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person and shall be responsible for any breach of this Section 14 by any of its Representatives.
- 15.3 If the Recipient is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Recipient shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Recipient will promptly notify the Disclosing Party in writing of the existence and the terms, and conditions of the required disclosure and, at the Disclosing Party’s request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 VAHA is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on VAHA’s contractors to protect all personal information acquired from VAHA in the course of providing services to VAHA. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from VAHA whether as part of the Confidential Information or otherwise.
- 15.5 The Recipient acknowledges that in the event of a breach by the Recipient or any of its Representatives of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Recipient therefore agrees with the Disclosing Party that, in addition to and without limiting any other right or remedy it may have, the Disclosing Party will have the right to an immediate injunction or other available equitable

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relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6 If requested by the Disclosing Party, the Recipient shall return all copies of the Confidential Information to the Disclosing Party, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the Disclosing Party for return of the Confidential Information;

provided that the Disclosing Party shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations, and for the purpose of defending any proceeding related to this Agreement.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### **16.0 NO PROMOTION OF RELATIONSHIP**

16.1 The Consultant will not publically promote its relationship with VAHA, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of VAHA (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to publically promote the Consultant’s relationship with VAHA in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and VAHA. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of VAHA in any Communications, without the express prior written consent of VAHA.

#### **17.0 WORK PRODUCT**

17.1 As a result of or as part of providing the Services, the Consultant may be required to deliver the following to VAHA:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as Deliverables;

(collectively, the “Work Product”).

17.2 Work Product shall only include items that the Consultant is required to deliver to VAHA in connection with providing the Services and as provided for in this Agreement and are deemed not to include:

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- (a) any item not required to be produced by the Consultant or supplied to VAHA as part of or together with the Services, provided that if VAHA has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
  - (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
  - (c) any item which pre-existed the Effective Date, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers.

17.3 This Section 17.3 is subject to Section 17.4. All Deliverables (which shall in all cases exclude any financial information of the Consultant or prepared by the Consultant regarding the Project) will be owned solely by the Consultant unless and until the parties enter into the contemplated Development Agreement. At the time that such agreement is entered into, and only if such contract is entered into, VAHA will have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant and the Consultant agrees to:

- (a) transfer to VAHA, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant
- (b) irrevocably waive, in favour of VAHA, all moral rights in the Deliverables;
- (c) obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables;
- (d) not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so; and
- (e) subject to Section 17.4, provide to VAHA, during and after the term of this Agreement, at VAHA's cost any reasonable assistance required for VAHA to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables.

This Section does not apply to pre-existing materials.

17.4 In the event that the Development Agreement is entered into and the Consultant is unable to secure ownership of material included in a Deliverable from a Sub-contractor after having made commercially reasonable efforts to do so, the Consultant shall secure from each such Sub-contractor a grant to VAHA of an irrevocable, perpetual, assignable, royalty-free and unfettered license to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of all such Deliverables for any purpose in connection with the Project. The Consultant will further ensure that such Sub-contractors waive, in favour of VAHA, all moral rights in the applicable Deliverables.

17.5 The Consultant represents and warrants that to its knowledge the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold VAHA harmless from and against any and all damage, liability, cost and expense incurred by VAHA in connection with any claim by a Sub-contractor that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

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## 18.0 VAHA'S REVIEW OF DELIVERABLES

- 18.1 The Consultant shall submit all required deliverables as set out in Appendix B (which shall in all cases exclude any financial information of the Consultant or prepared by the Consultant regarding the Project) (the "Deliverables") to VAHA for review and approval before continuing with subsequent Services. VAHA shall review any design work included in a Deliverable to confirm that the design is in compliance with the Design Requirements and the requirements of this Agreement.
- 18.2 VAHA's review shall not relieve the Consultant of responsibility for errors or omissions in any Deliverable or for meeting all requirements of this Agreement unless VAHA accepts in writing a deviation from this Agreement.
- 18.3 No later than ten (10) days after receipt of a Deliverable, VAHA shall advise the Consultant in writing that it has accepted or rejected the proposed Deliverable. If VAHA has not provided notice of acceptance or rejection to the Consultant during such time period, VAHA will be deemed to have accepted the Deliverable. If VAHA delivers notice within the time period that it rejects the Deliverable, VAHA shall inform the Consultant of the reasons of non-conformance and request any necessary changes and the Consultant shall revise the proposed Deliverable to address such non-conformance and include such changes. The Consultant shall inform VAHA in writing of any revisions to the Deliverable other than those requested by VAHA.
- 18.4 The Consultant shall provide regular reports to VAHA about the Deliverables as they are created or acquired, and will either grant to VAHA access to the Deliverables or provide interim copies of Deliverables in progress to VAHA at all times on reasonable notice.
- 18.5 VAHA acknowledges and agrees that Consultant's ability to meet any and all deadlines and schedules in this Agreement is entirely dependent upon VAHA's prompt performance of its obligations to provide written feedback pursuant to the documents and information submitted. VAHA shall respond promptly, and in any event within seven (7) days unless such other time period is provided for in this Agreement, to any requests by the Consultant for information or approval required by the Consultant to provide the Services under this Agreement.
- 18.6 The Consultant shall promptly notify VAHA of:
- (a) any significant error, inconsistency, or omission discovered in the Design Requirements or other written information provided by or on behalf of VAHA; and
  - (b) any Design Requirement that the Consultant determines in good faith would likely result in a failure to successfully rezone or obtain a development permit or building permit, as applicable, in respect of the property to which the Design Requirement relates;

The Consultant shall not proceed with Services affected until the Consultant and VAHA have agreed in writing how the information should be corrected, supplied or amended.

## 19.0 NOTICES

- 19.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the VAHA Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the address of the Consultant (addressed to the attention of the Consultant's Project Manager) set out on the first page unless the Consultant otherwise provides VAHA with notice of another address for delivery of notices in accordance with this section.
- 19.2 Any notice required or permitted to be given to VAHA will be sufficiently given if delivered in writing by the Consultant's Project Manager to the VAHA Project Manager personally or, if

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mailed, by registered mail to the address of VAHA (addressed to the attention of the VAHA's Project Manager) set out on the first page unless VAHA otherwise provides the Consultant with notice of another address for delivery of notices in accordance with this section.

- 19.3 The time of giving and receiving any such notice will be deemed to be on the day of delivery if delivered personally or on the third business day after the day of mailing thereof if sent by registered mail. In the event of any disruption of mail services, all notices will be delivered rather than mailed.

## **20.0 NO CONFLICT OF INTEREST**

- 20.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of VAHA into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by VAHA. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract). VAHA acknowledges and agrees that the Consultant may engage in work for other developments in the City of Vancouver and that such work is not a conflict of interest pursuant to this section.

- 20.2 The Consultant now confirms and warrants that there is no officer, director, shareholder or partner of the Consultant or any member of the Consultant's Project Team (a "**person having an interest**") or any one of their spouse, business associate or relatives who is:

- (a) An employee of VAHA or an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an employee of VAHA or an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

## **21.0 NON-RESIDENT WITHHOLDING TAX**

- 21.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, VAHA may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to VAHA within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

- 21.2 VAHA shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by VAHA on sums withheld and later paid directly to the Consultant.

- 21.3 The Consultant shall indemnify VAHA for any losses, damages or expenses incurred by VAHA as a result of the Consultant's failure to properly disclose to VAHA its non-resident status, as defined in Canadian income tax legislation.

## **22.0 COMPLIANCE WITH LAW**

- 22.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

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22.2 The Consultant and VAHA both agree that they will during the Term comply with all Applicable Laws.

### 23.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

23.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

### 24.0 INDEPENDENT CONSULTANT

24.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of VAHA.

24.2 The Consultant will not represent to anyone that the Consultant has any authority to bind VAHA in any way or that the Consultant is an employee or agent of VAHA.

### 25.0 INDEPENDENT LEGAL ADVICE

25.1 Both parties acknowledge that they have been given the opportunity to seek independent legal advice before executing this Agreement.

### 26.0 TIME FOR PERFORMANCE

26.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

26.2 **Unavoidable Delay.** Notwithstanding Section 26.1, except for the performance of obligations to pay money, the time periods for VAHA and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources or the Consultant’s insolvency, strikes, lockouts or other withdrawals of services arising out of any labour dispute involving VAHA, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

### 27.0 GENERAL

27.1 **No Waiver.** No action or failure to act by either Party shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the relevant Party.

27.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this

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Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

- 27.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 27.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 27.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 27.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both VAHA and the Consultant.
- 27.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 27.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 27.9 **Set-Off.** VAHA may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to VAHA (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by VAHA as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 27.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon VAHA and the Consultant and their respective successors and permitted assigns.
- 27.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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As evidence of their agreement to be bound by the above contract terms, VAHA and the Consultant each have executed this Agreement with effect as of the Effective Date.

VANCOUVER AFFORDABLE HOUSING AGENCY LTD.

  
\_\_\_\_\_  
Authorized Signatory

Luke Harrison CEO  
Print Name and Title

HORIZON NORTH LOGISTICS INC.

  
\_\_\_\_\_  
Authorized Signatory

Joseph Kiss - SVP - Modular Solutions  
Print Name and Title

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## APPENDIX A - INSURANCE REQUIREMENTS

**A1.1 Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per claim and not less than \$5,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$10,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of VAHA and will name VAHA and its officials, employees and agents as additional insureds.

**A1.2 Required Policy Terms**

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

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

**A1.3 Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the VAHA Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policy holder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance, will be made available to the VAHA Project Manager at any time during the performance of the Services upon request.

**A1.4 Sub-Contractors' Insurance**

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the VAHA Project Manager detailed certificates of insurance for the policies of its Sub-contractors and a copy of the applicable insurance clauses from its Sub-contractor agreements.

**A1.5 Insurance Requirements Additional to any other Requirements**

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional

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insurance which it is required by law to provide or which it considers necessary.

**A1.6 Insurance Requirements Independent of Agreement Obligations**

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

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## APPENDIX B - SCOPE OF WORK

### 1. Overview

- a) 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.
- b) The Housing Agency is now striving to deliver an additional 600 temporary modular housing units on a number of sites across Vancouver. The process of securing the sites and obtaining the development entitlements is underway by the City and Housing Agency. This agreement relates only to the two sites identified in Section 3.
- c) Additional sites not listed in Schedule 3 may identified by the Housing Agency for inclusion in the scope of work. Such inclusions will be considered additional services for which the Housing Agency and the Consultant will establish a corresponding change to the Design Service Fee.

### 2. Project Description

The Consultant will provide the Deliverables set out in Section 5 to secure all planning approvals necessary to proceed with the construction of Housing First - Temporary Modular Housing units on the two sites identified in Section 3 - Site Information or any additional sites the Housing Agency may identify as described in Section 1.c. During this phase of work, the Consultant will provide the following services:

- Scoping of the Project and establishing timelines and schedules;
- Providing ongoing support to the Community Engagement Leader during the rezoning and development permit processes required by City policy as required in the form of the Deliverables described in Section 6;
- Selection and management of the sub-consultants as required to produce any designs and technical information related to the City rezoning, (where required) Development Permit and Building Permit processes;
- Undertaking all works required to prepare all designs and technical information for submission to the City to secure the Development Permit prior to conditions letters necessary to facilitate the construction of the Projects;
- Preparation for and attendance at all formal meetings that are part of the rezoning and Development Permit approvals process (e.g. Public Hearings, Urban Design Panel and Development Permit Board as required);
- Prepare all designs, technical information and applications required to secure the Building Permits for the Projects; and
- Attend regular Project meetings with VAHA representatives.

The Consultant will ensure that all design work complies with:

- (i) the Design Requirements;
- (ii) the detailed specifications for the Project approved by VAHA pursuant to the terms of this Agreement, and;
- (iii) the requirements of this Agreement.

The Scope of Work under this Agreement does not include any construction services in connection with the Project, which would be contemplated in the Development Agreement.

### 3. Site Information

3.1 2303, 2317, 2319, 2327, 2335, 2343, 2349, 2355  
Vanness Ave, Vancouver, V6B 8R1

#### Overview of Site:



Source: VanMap

<b>Address:</b>	2303, 2317, 2319, 2327, 2335, 2343, 2349, 2355 Vanness Ave, Vancouver, V6B 8R1		
<b>PID:</b>	<b>Legal Description:</b>	<b>Lot Dimensions:</b>	<b>Lot Area:</b>
003616380	LOT 13 BLOCK A PLAN VAP1567 DIST RICT LOT 741 NWD EXC PCL A (REF PL 224).	55ft. (frontage) x 119 (depth west) x 33ft. (rear) x 125ft (depth east)	5,152sq.ft.
003616436	LOT 12 BLOCK A PLAN VAP1567 DIST RICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,095sq.ft.
014559447	LOT 11 BLOCK A PLAN VAP1567 DISTRICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,093sq.ft.
014559218	LOT 10 BLOCK A PLAN VAP1567 DIST RICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,080sq.ft.
<i>2303-2355 Continued</i>			
014559161	LOT 9 BLOCK A PLAN VAP1567 DISTR ICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,091

014559153	LOT 8 BLOCK A PLAN VAP1567 DISTR ICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,091
014559099	LOT 7 BLOCK A PLAN VAP1567 DISTR ICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,080
014559072	LOT 6 BLOCK A PLAN VAP1567 DISTR ICT LOT 741 NEW WESTMINSTER	33ft. (frontage) x 125. (depth) (average)	4,093
<b>Combined Lot Area:</b>	33,775 Square Feet		
<b>Current Use:</b>	All 8 sites are empty with no current improvements. 4 Trees are present 2303, 2317 & 2349 Vanness Ave		
<b>Site Description:</b>	Located on the 2300 Block of Vanness Ave in the Kensington Cedar Cottage District. Accessed via Copley Street and Vanness Ave off Nanaimo St. Vanness Ave has no present footpath north of the Lots.		
<b>Proposed Development Project:</b>	Under review for potential modular development. Proposed development details; <ul style="list-style-type: none"> <li>- 3 storey timber modular construction</li> <li>- Above grade triodetic foundation system</li> <li>- Assumed underground utilities (water, hydro, sanitary, storm)</li> <li>- At grade parking / loading as required</li> </ul>		

### 3.2 4402, 4410 Kaslo St, Vancouver, V5R 2B7

#### Overview of Site:



Source: VanMap

<b>Address:</b>	4402, 4410 Kaslo St, Vancouver, V5R 2B7		
<b>PID:</b>	<b>Legal Description:</b>	<b>Lot Dimensions:</b>	<b>Lot Area:</b>
007486570	Lot ) Black 4 & 5 Plan VAP 16449, District Lot THSL- New Westminster Section 47 SE QTR	30ft. (frontage) x 105ft. (depth)	3,162sq.ft.

008925631	Lot 1 Plan VAP12233 District Lot THSL New Westminster Section 47 SE.	180ft. (frontage) x 105ft. (depth) (average)	20,139sq.ft
<b>Combined Lot Area:</b>	23,301 Square Feet		
<b>Current Use:</b>	Community garden exists at 4410 Kaslo St.		
<b>Site Description:</b>	Located on the 4400 Block of Kaslo St, rear alley with access to 2700 Block E 29 <sup>th</sup> Ave		
<b>Proposed Development Project:</b>	Under review for potential modular development. Proposed development details; <ul style="list-style-type: none"> <li>- 3 storey timber modular construction</li> <li>- Above grade triodetic foundation system</li> <li>- Assumed underground utilities (water, hydro, sanitary, storm)</li> <li>- At grade parking / loading as required</li> </ul>		

#### 4. Project Team

The Consultant's Project Team will consist of the persons and firms listed in Schedule D. The Consultant may add a project manager or other members to the Project team subject to written consent of VAHA. VAHA acknowledges that the Consultant will contract with Sub-contractors listed in Schedule D to carry out this scope of work as required.

Unless otherwise included on Schedule "D" of this agreement, Sub-contractors may only be appointed by the Consultant with the written consent of VAHA.

#### 5. Deliverables and Fees

Project Component	Deliverables	Fee Payable for Deliverables per site
<b>Schematic Design</b>	<b>Schematic Drawing Package:</b> 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 with all accessible units on the ground floor. Assumes Part 9 Building Code and includes coordination with Owner, Owner representatives and Architect. Preparation of all presentation materials as required by the Community Engagement Leader such as display boards, drawings, images (renderings, photographs, etc.) and technical information on an as required basis in hard copy and digital copy formats.	\$10,000.00
<b>Development Permit (DP) Process</b>	<b>Development Permit Drawing Package:</b> Modifications to standardized design as required to accommodate site specific characteristics and requirements including site topography, building massing, zoning, etc. Includes continued coordination with Owner, Owner	\$20,000.00

	representatives, Architect, and AHJ's. DP set to include site plans, floor plans, coloured elevations, landscaping plan and renderings through to issuance of DP.	
<b>Building Permit (BP) Process</b>	<b>Building Permit Drawing Package:</b> Includes all detail design components - Architectural, Structural, Mechanical, Electrical, Civil, Building Envelope, Building Code, Landscaping, Energy and Sustainability submissions through to issuance of BP.	\$35,000.00
<b>TOTAL</b>		<b>\$65,000.00</b>

**6. Project Milestones:**

The Consultant shall ensure the Deliverables required for the milestones set out below will be delivered to VAHA to meet the estimated dates indicated below for each milestone. In addition, the Consultant will deliver an estimated budget at each milestone date and at any time required by VAHA. Both parties acknowledge and agree that the dates below are estimates only and that the parties may revise those dates, both acting reasonably, by mutual agreement in writing as necessary throughout the term of the Agreement. VAHA acknowledges and agrees that the Consultant's ability to provide Services and Deliverable for the dates set out below is subject to information, review, consultation and approvals from VAHA. VAHA also acknowledge that the dates are subject to the process of planning approvals in the City of Vancouver and are therefore not within the control of the Consultant.

<b>Milestone</b>	<b>Estimated Date of Event</b>
1. Schematic design review	9.2.17 to 9.22.17
2. Submission of DP application	9.22.17
3. Submission of BP application	10.5.17

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**APPENDIX C  
DESIGN REQUIREMENTS**

**1.0 Building Program**

- (a) 40 - 50 units per building;
- (b) 3 - 4 storeys (height will need to be reviewed in accordance with site specific zoning requirements);
- (c) Accessible units on the ground floor;
- (d) Standardized building design that can be reproduced on multiple sites with minimal redesign;

**1.2 Standards**

The project should be designed and constructed to the following objectives and standards:

- (a) All units must be manufactured in accordance with all federal and provincial standards;
- (b) The design and constructed of all units must also comply with the Vancouver Building By-Law;
- (c) All units shall be resilient in order to be moved three to four times during their life time.
- (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 with the communal amenity facility, see Appendix E for Amenity 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 minimum floor area of Thirty (30) square feet;
- (h) Requirement that a Code consultant be a part of the Proponent's team to provide code summary showing how compliance to the applicable Vancouver Building By-Law are being achieved.
- (i) Designed to meet the BC Housing Design & Construction Standards [https://www.bchousing.org/publications/BCH\\_Design\\_Guidelines\\_and\\_Construction\\_Standards.pdf](https://www.bchousing.org/publications/BCH_Design_Guidelines_and_Construction_Standards.pdf)
- (j) Designed to meet the draft City of Vancouver Temporary Modular Housing Design Guidelines, see appendix F (Note: Guidelines are not yet adopted by Council and are subject to revision);
- (k) The overall building design should consider building orientation, shape and geometry, space planning, passive cooling or other approaches to achieve the benefit of increasing energy efficiency and thermal comfort and reducing operational budget.
- (l) All appliances and mechanical equipment shall be high efficiency electric, Energy Star rated from well-established manufacturers.

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- (m) The air and moisture tightness of a building envelope is another critical factor. Continuous air tightness in building envelope should be recognized and implemented.
  - (n) Accessible units should have clear 5' turning radius inside/outside suite entrance door, inside bedroom, bathroom, kitchen. Also corridor width is recommended to have 5' as min.

## 2.0 Design Requirements

Specific design requirements are:

- (a) Vinyl sheet flooring with welded seams in integral cove base throughout;
- (b) Bed-bug resistant and vandal resistant design, including fixtures and fittings;
- (c) Allowance for an impact resistant wall board throughout entire building. (provide input into costing for both options);
- (d) Recessed and tamper proof sprinkler heads;
- (e) a comprehensive security system including cameras and exterior lighting;
- (f) a secured entrance with double entry doors, an office with oversight of the front entrance;
- (g) Provision of an extra floor drain in the washrooms and laundry rooms;
- (h) Card operated door locks on all dwelling units and for traditional locks/keys suited for master key entry (provide input into costing for both options);
- (i) Vertical blinds or fire resistant curtain window covering for fire risk reasons;
- (j) Water-resistant plywood at millwork at high-use wet areas; and
- (k) Fully furnished with beds, frames, side tables and furniture;

## 3.0 Target Tenant Demographic

It is anticipated that the housing will be targeted as supportive housing for primarily singles who are homeless or at risk of homelessness.

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**APPENDIX D  
APPROVED SUB-CONTRACTORS**

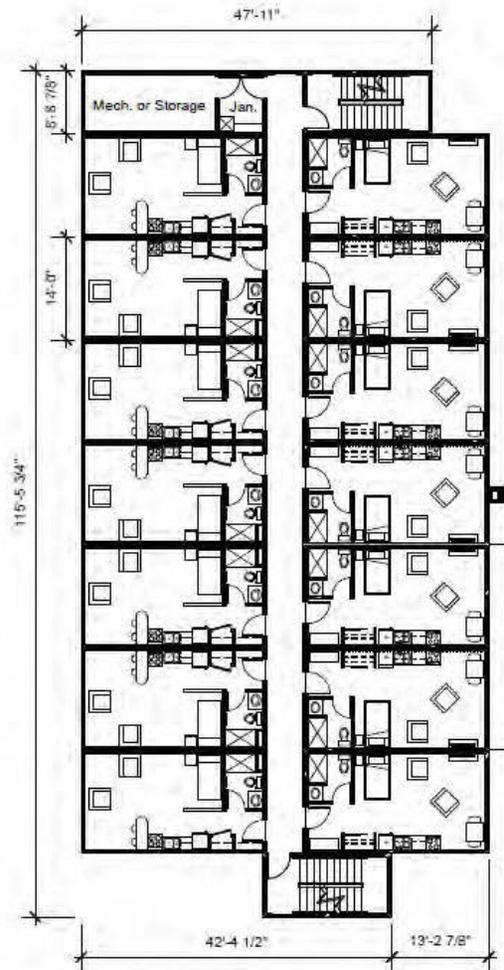
Boni-Maddison Architects  
3732 West Broadway  
Vancouver, BC V6R 2C1



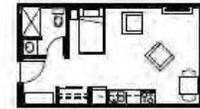
APPENDIX E



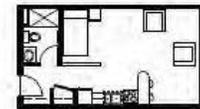
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6 units



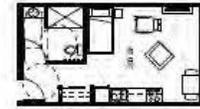
UPPER FLOOR PLAN  
14 units per floor



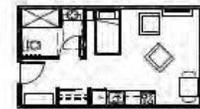
Unit A 350sf



Unit B 350sf  
- sleeping pony wall, eating counter



Unit C 350sf  
Accessible, no wall oven



Unit D 350sf  
Adaptable, larger bathroom, could be shower or tub



<b>BONI-MADDISON</b> Architects 3732 West Broadway, Vancouver, B.C., V6R 2C1 T: 604 683 5594 F: 604 683 5859	TITLE: Concept 1	ISSUES:	JOB N°: 17-40	DATE: 2 Aug 2017
	PROJECT: BCHousing Modular Concepts		SCALE: 1/8" = 1'-0"	DRAWING N°: A1

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**AMENITY REQUIREMENTS**



<b>BONI-MADDISON</b> <b>Architects</b> 3732 West Broadway, Vancouver, B.C., V6R 2C1 T: 604 688 5894 F: 604 688 5899	<b>TITLE:</b> Concept 2	<b>JOB N°:</b> 17-40	<b>DATE:</b> 2 Aug 2017
	<b>PROJECT:</b> BChousing Modular Concepts	<b>SCALE:</b> 1/16" = 1'-0"	<b>DRAWING N°:</b> A2

**BCHousing Modular Project  
CONCEPTUAL SPACE LIST**

17-08-02

Function	Net Sq.Ft Room	No. Units No.Rooms	Sq.Ft
<b>Unit Areas</b>			
Studio	350	42	14,700
Studio accessible	350	6	2,100
<b>Total Housing</b>		<b>48</b>	<b>16,800</b>
<b>Program Areas</b>			
Vestibule	56	1	56
Entry	139	1	139
Main office	121	1	121
Meeting room 1	122	1	122
Meeting room 2	95	1	95
Staff Room	140	1	140
Washroom, accessible	44	1	44
Lounge	318	1	318
Dining 1	352	1	352
Dining 2	318	1	318
Kitchen	289	1	289
Pantry	164	1	164
Laundry	87	1	87
Service, Recycling or storage, Grd Fl.	189	1	189
Janitor Closet, ground	54	1	54
Janitor Closet, upper floors	47	3	141
<b>Total Program Areas</b>			<b>2,627</b>
<b>Service Rooms:</b>			
Electrical Room	95	1	95
Mechanical Room grd floor, r water entry	119	1	119
Mechanical Rooms, hrv, ahu	138	3	413
<b>Total Service Area</b>			<b>626</b>
<b>Sub Total Areas</b>			<b>20,053</b>
Circulation, structure	17%		4,060
<b>Gross Building Area</b>			<b>24,113</b>

Ground Floor Area	6,028
Second Floor Area	6,028
Third Floor Area	6,028
Fourth Floor Area	6,028
<b>Total Building Area</b>	<b>24,113</b>

**Note:**

Units measured from exterior wall to centerline of other interior walls.

Other spaces are interior areas

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APPENDIX F  
DRAFT TEMPORARY MODULAR HOUSING GUIDELINES  
(NOT ADOPTED BY COUNCIL - SUBJECT TO CHANGE)

# TEMPORARY MODULAR HOUSING DESIGN GUIDELINES

*Not yet adopted by Council (subject to change)*

## Application and Intent

These design guidelines establish urban design principles for temporary modular housing, which may be located on sites in many different zones throughout the city. Temporary modular housing developments are demountable structures that are located on a site for a limited time period, 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.

The Director Planning has the authority to approve temporary modular housing development in accordance with the Zoning and Development By-law. These developments should take into consideration the regulations and applicable policies of the zoning, as well as the surrounding pattern of development, to ensure an appropriate neighbourhood fit. In mixed use zones, the provision of commercial/retail uses will be determined by the context, site and suitability of inclusion in the proposal. Developments must also be of a high-calibre, innovative design to contribute to the local context and public realm.

## 1 Conditional Approval Use

Temporary modular housing is a conditional approval use, defined as: “demountable structures, not permanently affixed to land, containing three or more residential units and accessory uses, but does not include a multiple conversion dwelling, community care facility or group residence” (per Section 2). Additionally, temporary modular housing must be used as Social Housing (per Section 11.3.1).

A temporary modular housing development may contain different types of residential units: sleeping units, housekeeping units or dwelling units. These residential units are described in Section 10.21.

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## 2 Site Planning

- a) **Building Siting:** Developments should respect the predominant front yard and streetscape pattern, where one exists. Building massing and location should be carefully considered to mitigate overlook and shadowing for neighbouring properties.
- b) **Common outdoor space:** Building massing and location should provide for adequate common outdoor space for the residents. Where possible, outdoor amenity space should be located away from major streets, be screened by landscaping and/or well-designed fencing, and have optimal solar exposure. Refer to Section 8 for further requirements.
- c) **Tree Retention:** Buildings should be carefully sited to maximize retention of mature trees. Where there are significant trees on site, an arborist report may be required.
- d) **Grade Alteration:** In general, temporary modular housing should involve minimal alteration of existing grades. Some types of “low-impact” foundations can result in an elevated main floor. Nonetheless, the main floor elevation should be set as close to grade as possible, in order to minimize exterior ramps and railings. To achieve this, shallow excavation and/or re-grading may be required.



*TMH development should respect predominant street patterns (Y-Cube Temporary Housing, UK) Photo: TBD*

## 3 External Design

- a) **Innovation:** Temporary modular housing developments should be model projects that demonstrate that cost and construction efficiencies can be achieved without compromising architectural and urban design. Innovative design solutions should prioritize high-quality, livable buildings and a strong interface with the public realm, without adding undue costs to the project. Successful



*Buildings should be sited close to grade to minimize ramps and railings (Urban Post-disaster Housing, US) Photo: TBD*

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projects may take advantage of the inherent aspects of modular construction to achieve not only construction efficiencies, but a unique visual expression.

**b) Architectural expression and detailing:**

- i. Building elevations should be designed to have a strong visual impact and a clear, consistent design language. Monotonous or overly “flat” street frontages should be avoided. Variation in the size or placement of window openings, the use of projecting balconies or Juliet guardrails, and changes in material, colour and/or plane, should be explored.
- ii. Substantial roof overhangs are strongly recommended, to respond to our unique climatic region.
- iii. Window and door trims should be provided, where the exterior cladding system allows. Alternatively, trimless “punched” windows, if they are carefully detailed to provide depth and visual interest, and may be appropriate in a modernist architectural expression.
- iv. Exterior colours should be used strategically to animate the building elevations, as well as to provide visual “coding” and wayfinding.



*Balconies add depth and visual interest to a modular façade (Zuidezeeweg Modular Student*



*Roof overhangs, window patterns and bold colour accents animate façade (Nizozemsko Student Housing, NL) Photo:TBD*



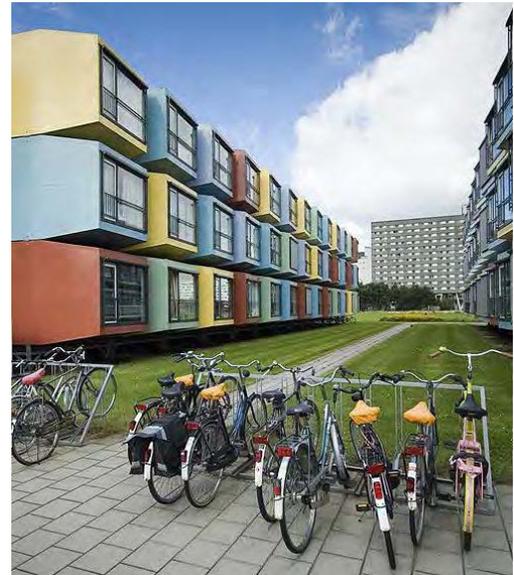
*Bold colours, window detail and balconies animate façade (Lewisham Family Housing, London)  
Photo:TBD*

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) **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.

e) **Courtyard:** If a courtyard is provided, it should:

- i. 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.
- ii. be a minimum of 7.3m (24ft) clear width, measured from the building face, for the first two storeys; and
- iii. increase to a minimum of 9.8m (32ft) clear width for the third storey and above.



*Courtyard provides common outdoor space, bike parking (Spacebox Student Housing, NL) Photo: TBD*

f) **Exterior Cladding Materials:** Exterior materials should be durable and high-quality. Approvable materials include: wood horizontal siding or shingle; Hardie panel, shingle, or horizontal siding (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.

#### 4 Engineering Considerations

a) **Parking and Loading:** The standard parking and loading requirements for multiple dwellings do not apply to temporary modular housing; instead, the needs of a proposed development will be evaluated on a case-by-case basis. At minimum, one standard space and one accessible space should be provided. Loading requirements will be assessed on a case-by-case basis, with Engineering Services and Planning staff.

b) **Bikes:** While standard bike parking requirements may be relaxed for temporary modular housing, it is anticipated that, for some residents, bicycles may be a primary mode of transit. Ample, secure bike parking for staff and residents should be anticipated in the site planning process, and discussed with Planning and Engineering Services staff in early design stages.

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- c) **Garbage and Recycling:** Garbage and recycling should be stowed either in a secured enclosure at the lane, or in a room/enclosure in the principle building. The garbage enclosure should be well-secured; have a neat and orderly appearance; have good lighting and sightlines; and be easily accessed by staff from within the property.
  - d) **PMT:** Requirements for an on-site pad-mounted transformer should be established early in the site planning process, in discussion with Engineering Services staff and BC Hydro.

## 5 Internal Design

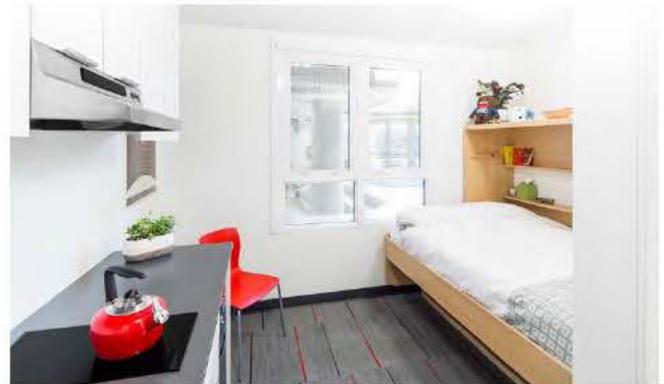
- a) **Lobby and circulation:** In general, primary building circulation should be internalized in the building. An interior reception lobby must be provided. Exit stairs may be unheated, but should be, at minimum, screened and weather protected. Open air corridors may be considered, providing that they are not located on an exterior building elevation (ie. street or lane), and are included in floor space calculations.
- b) **Common Amenity Room:** For projects containing small individual units, a high-quality common space is crucial to livability.
  - i. For developments with less than 25 units, the amenity space should be minimum 37sm (398 sf);
  - i. For larger developments, the amenity space should be minimum 1.4sm (15 sf) per unit;
  - ii. For developments with more than 90 units, consider providing two amenity spaces, to accommodate a wider range of activities;
  - iii. Additionally, the common amenity space should have:
    - a. Access from a common corridor or main lobby;
    - b. Substantial windows and good access to natural light and ventilation;
    - c. A kitchenette for basic food preparation (large counter, upper and lower cabinets, shared fridge(s), microwave, sink);
    - d. A lounge area;
  - iv. A common meeting room (in larger developments);
  - v. Contiguous outdoor space (See '*8. 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.

## 6 Unit Design

- a) **Unit Size:** Minimum unit size depends on the type of "residential unit" and unit layout:
  - i. Sleeping Units and Housekeeping Units are regulated under Section 1.19 and 10.20, respectively.

- ii. Dwelling units: The standard minimum size of a dwelling unit is 37m<sup>2</sup> (398sf). For temporary modular housing, the Director of Planning may relax dwelling unit size to not less than 23.2m<sup>2</sup> (250sf), if a high standard of livability of the unit is demonstrated.
  - iii. One- and 2-bedroom units should be a minimum 32.5m<sup>2</sup> (350sf) and 46.5m<sup>2</sup> (500sf), respectively. Internalized bedrooms (ie. without an exterior window) will not be approved.
  - iv. 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:
- i. Be no more than 2ft below grade;
  - ii. Have at least one exterior window in the principle living space of a minimum 1.7m<sup>2</sup> (18sf), with an unobstructed view for a minimum 7.3m (24ft), 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.
  - iii. Have a strong relationship to the outdoors, in the form of a balcony, patio, Juliet balcony, and/or large operable windows (large enough to accommodate two adults side-by-side). Private outdoor spaces are not required for studios, but are encouraged where feasible. Private outdoor spaces must be provided for one and two bedroom units.

- c) **Living/Sleeping Space:** As units will be constrained in size, thoughtful design is required to ensure that the main living space effectively accommodates multiple functions (cooking, eating, socializing, work/study and sleeping):



*Built-in and fold-down furniture assist in flexible day/night use of spaces (UBC Nano Suite, CA) Photo:*

- i. The main living space may use fold-down kitchen tables and other space-efficient, built-in furniture to assist in day and night uses of the space;
  - ii. In studios, the 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:
- i. Consideration should be given to the overall unit layout, with regard to privacy, sight lines and the direction of the door swing.
  - ii. 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 needs of a proposed development will be assessed

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on a case-by-case basis. Each unit, however, should be provided with at least one built-in coat closet. Each bedroom should have an additional built-in closet. Open and closed shelving units in the main living space are strongly encouraged. Bi-fold doors on closets should be avoided, due to maintenance issues.

f) **Food Storage and Preparation:**

- i. 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.
- ii. 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 and oven, and a modestly-sized refrigerator with freezer. (Housekeeping units may have a stovetop with no oven.) The kitchen and dining areas should be large enough for two adults to stand and sit side-by-side.
- iii. For one and two-bedroom units, the kitchen and dining area may be increased to accommodate the anticipated number of residents.

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 be excluded from the calculation of unit size.

## 7 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.

## 8 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 will vary according to the number of units, but generally ranges from 130m<sup>2</sup> (1400sf) to 280m<sup>2</sup> (3000sf).

The common outdoor space should accommodate a variety of outdoor activities. Consider opportunities for socializing (smoking shelter, picnic tables), relaxing (benches), recreation (basketball hoop, urban agriculture) and children's play (if family housing is provided). It should have good solar exposure, reasonable sound protection from major streets, clear sightlines for staff, and appropriate lighting.

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## 9 Landscape

- a) **Public realm/Front yard:** Front yards should present substantial landscaping as a streetscape amenity. The landscape should complement the architecture and consist of colorful, friendly, layered plant material, oriented to the street. Plant material should be fast-growing and hardy, and selected 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 provide a green edge where possible, 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 where needed for fire access.