

File No.: 04-1000-20-2020-516

January 20, 2021

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 September 23, 2020 for:

Records regarding the survey activity conducted by GeoVerra at Everett Crowley Park on September 23, 2020.

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

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

Please note, the records are not specifically for the date requested but relate to a time period that includes the date requested.

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 (#04-1000-20-2020-516); 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,

Cobi Falconer, FOI Case Manager, for

[Signature on file]

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

Purchase Order Confirmation

TO ALL VENDORS: To expedite the purchase order process and to ensure prompt payment, acknowledgement of the purchase order details is **mandatory**.

Please email your confirmation within 24 hrs to: dj.reynes@vancouver.ca.

If confirmation is not received, no further changes to the purchase order will be accepted.

Before confirming the order please:

- Verify and check pricing is accurate
- Check material descriptions, part numbers and quantities for accuracy
- Supply pricing or estimates for any costs not included in the current purchase order

If there are any discrepancies, please contact the buyer within 24 hours to request adjustments.

Before shipping the order please:


- Ensure the purchase order number is shown on packing or shipping documents that are included with the shipment
- Advise the buyer if freight is not included (Non-Canadian Vendors: Please advise the buyer if freight and duty is not prepaid)
- For shipments from the U.S., please use our custom broker, Livingston International account #306008/020

Delivering to and Invoicing the City:

<http://vancouver.ca/doing-business/delivering-to-and-invoicing-the-city.aspx>

All invoices must be emailed in **PDF format only** to the remit to email address on the attached purchase order.

NOTE: Please submit one email per invoice.

Acknowledgement:	PO:	<u>4500600800</u>
	Name and Title:	<u>Jeff Thompson, Director</u>
	Signature:	<u></u>
	Date:	<u>July 2, 2020</u>



GeoVerra
100-20339 96 Avenue
Langley BC V1M 0E4

Salesperson / Telephone / Fax
/604-527-6070/

PARKS AND RECREATION Purchase Order

PO number/date
4500600800 / Jul 02, 2020

Issuing employee/Telephone
David John Reynes

Our fax number
Created by
REYNEDA

Our email address
dj.reynes@vancouver.ca

Please bill to:

Accounts Payable
PO Box 7757
Vancouver, BC, V6B 0L5
Tel/Fax : 604-673-8355, 604-673-8356
Remit to: APInvoice@vancouver.ca
Inquiry : APCentral@vancouver.ca

Please deliver to:

Attention: Dallas Pleven
PARKS PLANNING
c/o Dallas Pleven & Liz Nguyen
2099 BEACH AVENUE
VANCOUVER BC V6G 1Z4

Delivery date May 14, 2020

Payment terms : Net 30 days

Currency CAD

Department Contact: Liz Nguyen, Park Development, 604-654-0763,
Liz.Nguyen@vancouver.ca

Supply Chain Contact: DJ Reynes, Buyer, 604-326-4784

Item	Material # Order qty.	U/M	Description	Unit price	Delivery Date Ext. price	Tx
00010	1.000	Perf. unit	Kinross Ravine Park Surveying	21,500.00	May 14, 2020 21,500.00	IG

Park Surveying. This shopping cart is needed to procure surveying services for Kinross Ravine Park and Everett Crowley Park (southern section). PB staff will be assessing pedestrian connections between EFL neighborhood and Everett Crowley Park.

Expected value of unplanned services: 21,500.00

Total net item value excluding tax	21,500.00
HST	0.00
Parking Tax	0.00
GST	1,075.00
PST	0.00

Item	Material # Order qty.	U/M	Description	Unit price	Delivery Date Ext. price	Tx
Total Including tax					22,575.00	
Tax code legend: IB - GST&PST Applied						
IG - GST Applied						
IM - GST Applied, PST Self-Assessed						
IN - Non-Taxable						
SB - GST&PST Applicable Self-Assessed						
SG - GST Applicable Self-Assessed						

PURCHASE ORDER TERMS AND CONDITIONS

PRECEDENCE OF DOCUMENTS:

If there is a written contract for the sale and purchase of the goods or services referred to on the first page of this purchase order (the "Supply"), which written contract has been entered into prior to the issuance of this purchase order and is existing between the person or company to which this purchase order is addressed (the "Vendor") and the City of Vancouver (the "City") as of the time of the issuance of this purchase order, then this purchase order shall not be construed as an amendment to, or as a waiver of any term of, or as a contract supplementary to, such pre-existing contract (the "Contract"). Rather, in such event, the Contract shall govern the Supply, and, notwithstanding any other statement herein, the terms and conditions herein shall have no effect, except as may be expressly referred to in the Contract, and save that this purchase order may be used for the City's accounts payable and supplier-management purposes and that the City requests that the Vendor include the number of this purchase order on all invoices and other documents relating to the Supply and that the Vendor direct invoices for the Supply to the address set forth above under "Please bill to." If there is no Contract (as defined above), a contract will be formed on the terms and conditions stated in this purchase order upon the Vendor's execution of this purchase order or the commencement of performance of the Supply, in the manner and to the extent stated under "Offer and Acceptance" below.

REQUIRED DOCUMENTATION:

Failure to meet these requirements may result in the goods and/or invoices being returned at the Vendor's cost.

- The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- A separate invoice must be rendered for each shipment or delivery and mailed or delivered with the goods to the Department/Division/Branch shown on the front of the purchase order. All invoices must bear a unique reference (invoice) number.
- A packing list must be included with each shipment applied against this purchase order.
- Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
- The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.

OFFER AND ACCEPTANCE:

The Vendor, by the execution of this purchase order or by the commencement of performance enters into a binding agreement of purchase and sale with the City for the supply of the goods and services as listed on the face of this purchase order subject to these terms and conditions.

The City's placement of this purchase order with the Vendor is expressly conditioned upon the Vendor's acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this purchase order.

Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this purchase order are void and of no effect, whether provided in an invoice, confirmation of purchase or other instrument.

PAYMENT:

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

PRICES/TERMS OF SH PMENT:

Unless otherwise noted on the face of the purchase order:

- prices and shipping terms are DDP (Incoterms 2000); and

b. prices include all packing, handling, cartage, taxes, duties and are otherwise all-inclusive.

DELIVERY:

Time is of the essence. The Vendor must advise immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the City reserves the right to terminate this purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Vendor with any incidental or consequential damages that might be incurred.

WARRANTY:

Without limitation to any additional warranties provided by the Vendor, whether indicated on the face of the purchase order or otherwise provided, the Vendor warrants that: (a) all goods shall be of merchantable quality and free from defects in workmanship and materials; (b) all goods shall strictly conform to applicable samples, specifications and drawings; (c) all goods and services shall be fit for the purpose intended by the City; (d) all goods shall be free and clear of all liens, charges and encumbrances; (e) the goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Vendor, or if the goods and services do not conform to the terms and conditions of this purchase order, the City may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or (b) the City may replace or correct the defective goods and services and charge the Vendor with all expenses incurred by the City. The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Vendor hereunder.

INSPECTION:

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of goods and services which are not in accordance with City's specifications or not in compliance with the Vendor's warranties (expressed or implied). Goods not accepted will be returned to the Vendor at the Vendor's expense. The City will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the City gives the Vendor written confirmation of acceptance following the City's receipt, inspection and approval of the goods and services.

PASSAGE OF TITLE/RISK:

Despite any other term of this purchase order, risk of loss or damage to the goods and services will remain with the Vendor until the receipt, inspection and written approval of the goods and services by the City.

INSURANCE:

The Vendor shall purchase and maintain insurance appropriate for a prudent supplier of the goods and services. The Vendor shall provide proof of such insurance, if so requested by the City.

INDEMNITY:

The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents and clients from any liability, loss, cost and expense arising directly or indirectly from claims, proceedings and investigations ("Losses") advanced by or on behalf of third parties to the extent such Losses are caused or contributed to by any breach of this agreement by the Vendor or negligence or willful misconduct by the Vendor or other party for whom the Vendor is responsible.

WAIVER AND LIMITATIONS OF LIABILITY:

The Vendor hereby waives and disclaims any right of action or claim against the City (other than for payment of the purchase price set forth on the face of this purchase order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of this purchase order.

If, regardless of the foregoing, the City becomes liable on any basis to the Vendor its liability shall not in the aggregate exceed the purchase price set forth on the face of this purchase order.

WORKSAFEBC:

The Vendor shall maintain registration with WorkSafeBC and adhere to all WorkSafeBC practices relevant to the goods and/or services to be delivered by the Vendor under the terms of this purchase order.

CITY SUPPLIED PROPERTY:

Title to any items which have been supplied to the Vendor by the City, or paid for by the City, in advance of delivery by the Vendor of the goods and services ordered on the face of the purchase order, shall at all time be vested in the City. The risk of loss for such items shall remain with the Vendor until delivery to the City of such items, in the same conditions as originally received by the Vendor. The Vendor hereby agrees to be responsible for any and all loss or damage to the City's property while such property is in its possession or control.

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the City disclosed by the City to the Vendor pursuant to this purchase order shall be held in strict confidence by the Vendor and shall remain the exclusive property of the City and may not be copied or reproduced without the express written consent of the City.

INTELLECTUAL PROPERTY:

The Vendor shall defend, indemnify and hold harmless the City, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Vendor shall at its own expense defend or assist in the defence of, at the City's option, any action in which such infringement is alleged.

COMPLIANCE WITH LAWS:

In accepting this purchase order, the Vendor represents that it has complied and will continue during the performance of this purchase order to comply with the provisions of all applicable third party contracts, and all applicable laws. The laws of British Columbia govern this agreement, the courts of British Columbia have exclusive jurisdiction over any disputes under it, and all provisions of the International Sale of Goods Act (BC) are specially excluded.

NO PROMOTION OF RELATIONSHIP:

The Vendor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City.

ASSIGNMENT:

This purchase order shall not be assigned or subcontracted by the Vendor without the prior written consent of the City.

CHANGES/MODIFICATIONS/TERMINATION:

The City reserves the right at any time, to cancel or terminate this purchase order in whole or in part by written or verbal notice confirmed in writing or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding on the City unless in writing and signed by the City's authorized agent.



April 14, 2020

Confidential

Vancouver Park Board
2099 Beach Avenue
Vancouver, BC V6G 1Z4

Attention: Liz Nguyen

Subject: Kinross Ravine Park - Survey Services

WSP Canada Inc. and WSP Surveys (BC) Limited Partnership (WSP) is pleased to present the following fee proposal to undertake a topographic survey of:

- 1** Kinross Ravine Park located at 3350 SE Marine Drive in Vancouver,
Legal description LOT 191 DISTRICT LOT 330 PLAN LMP2011
- 2** Area of Everett Crowley Park (ECP) approximately 200m x 600m within the red box in the below image along SE Marine Drive
Legal description BLOCK 143 DISTRICT LOTS 330, 331, 334 AND 335 PLAN 19869

This proposal outlines our scope of work, and our fees for the defined scope.

WORK PROGRAM

WSP understands the site survey will be completed by a BC Registered Professional Land Surveyor (BCLS) and will include:

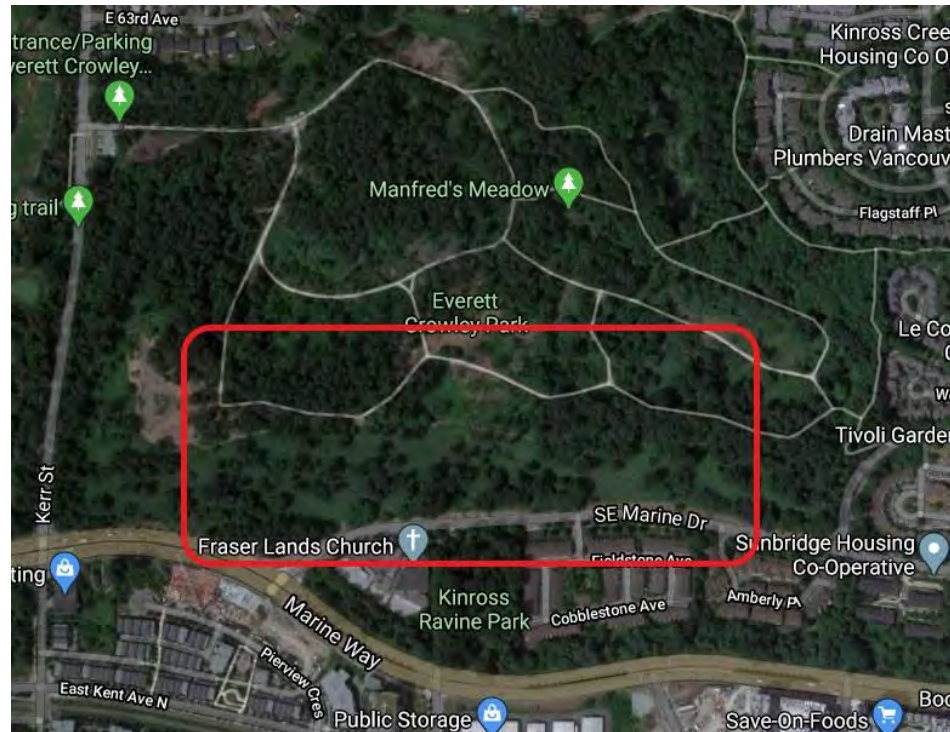
- All property lines and extend 10m beyond the extent of the park property line where applicable
- ROWs
- Utilities (above and below ground)
- Spot elevations
- Contours at 0.25m intervals
- Trees and vegetation with spot elevations at the base of the trunk and at the edges of the dripline
- Existing signage and above ground site elements
- Hardscape (ie. stairs, ramp, pathways, walls) and site furnishings (ie. bench, light poles, signage pole, bollards)
- Curbs, gutters, manholes, catch basins, sidewalks
- Environmental monitoring wells
- Electrical and water lines servicing the site

100-20339 96th Avenue
Langley, BC
Canada V1M 0E4

T: +1 604 533-2992
F: +1 604 533-0768
wsp.com

The final deliverables for the project will be a fully drafted PDF of the topographic survey along with a CAD file of the survey.

The Survey will be in a horizontal geodetic reference coordinate system of NAD83(CSRS) 4.0.0.BC.1.MVRD and vertically to CVD28GVRD2018 by observations to the closest Government Control Monument (GCM) available at the time of survey.



SCHEDULE

We have a flexible work schedule and can be available to start the field survey within 2-3 business days notice to proceed with work and the final plan deliverables can be available within 7-10 business days of field survey completion.

FEES AND DISBURSEMENTS

WSP recognizes areas within Everett Crowley Park are heavily covered in Blackberry and foliage which may increase time and costs to survey. Therefore WSP proposes a time and material fee (plus applicable taxes) to a maximum as described in detail below:

1. KINROSS RAVINE PARK

Topographic Survey	\$ 6,000
Underground Utility Locating	\$ 2,000
Total Kinross Ravine Park	\$ 8,000

2. EVERETT CROWLEY PARK

Topographic Survey	\$ 13,500
Total Everett Crowley Park	\$ 13,500



Additional work outside of the scope will be charged at hourly rates as outlined below:

BC Land Surveyor	s.21(1)	per hour
Project Manager	s.21(1)	per hour
Office Technician	s.21(1)	per hour
Administration	s.21(1)	per hour
2-Person Field Crew (incl. vehicle and equipment)	s.21(1)	per hour
Additional Survey Assistant	s.21(1)	per hour

COVID-19

HEALTH & SAFETY

We are committed to providing our employees, contractors and clients with a safe and healthy workplace. We have a Health, Safety & Environment (HSE) program with annual objectives aiming to achieve a goal of ZERO HARM to people, property and the environment.

Participation and adherence to the WSP HSE program and legislated regulations are paramount. Our HSE program addresses legislated requirements and is designed to support our objectives and the goals of the project. It is a living document, changing as required to suit our operations, regulations and adapting to the industry best practices as they change and evolve.

As of today, WSP staff currently conducting their work on project sites have been given guidance to ensure our rigorous safety protocols are top of mind, with additional considerations for social distancing incorporated (a copy of these protocols are available upon request). We will continue to monitor the situation including guidance provided by the federal and provincial/territorial governments, and we will adjust our COVID-19 response plan accordingly.

LEGAL CONSIDERATIONS

This proposal has been prepared in the context of the COVID-19 outbreak and the exceptional measures employed by the various levels of government to curb this pandemic. WSP is making the necessary accommodations, based on the latest guidance from public health agencies, governments and other public bodies, to preserve the health and safety of its employees while ensuring the quality of services offered to our clients. While WSP is confident that it has the appropriate resources and processes to cope with the challenges that may arise from the COVID-19 outbreak, it is impossible to predict COVID-19's worldwide impact in the short, medium and long term.

By accepting this proposal, you agree that neither party will be held liable for breach of contract or delays in the performance of the proposed services which may be attributable to the direct or indirect effects of the COVID-19 outbreak. In addition, either party may use COVID-19 as justification to suspend WSP's services, following a ten (10) days' written notice to the other party, or terminate WSP's services, following a thirty (30) days' written notice to the other party.

WSP will inform you of any negative impact that COVID-19 may have with respect to the performance of the services described and will fully collaborate to mitigate effects of any delays that may occur.

Owners List of Known Workplace Hazards

CONTRACT TITLE: KINROSS RAVINE PARK & EVERETT CROWLEY PARK - SURVEY SERVICES _____

PROJECT MANAGER (CITY EMPLOYEE): LIZ NGUYEN _____

CONTRACT NAME & # (IF KNOWN): RFQ – PS20200753 _____

Purpose

This document shall be completed by the project manager, who shall list all the known worksite hazards and all the existing work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

Definitions

Project Manager - 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:

Y - Yes - the known worksite hazard or existing work process hazard does exist

N - No - the known worksite hazard or existing work process hazard does not exist*

NA - Not Applicable - worksite hazard or existing work process is not applicable for this contract type

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

*based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

Assistance in Completing this Document

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

HAZARD OR ISSUE	Project Manager
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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	Y
b) A hazardous materials assessment for asbestos is provided in the tender package	N
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	TBD

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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	Y
b) A hazardous materials assessment for lead is provided in the tender package	N
c) A hazardous materials assessment for lead is the responsibility of the contractor	TBD

3. OTHER HAZARDOUS MATERIALS - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	NA
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	NA
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	TBD

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.	Yes (Y) No (N) or Not Applicable (NA)
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	NA
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	NA
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	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.	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	NA
b) Work will be performed on or near energized equipment, lines, or circuits	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.	Yes (Y) No (N) or Not Applicable (NA)
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)	NA
b) Scaffolding or ladders will be required to be secured to a building or structure	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	Yes (Y) No (N) or Not Applicable (NA)
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a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	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)	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	NA
d) Underground or hidden utilities are located on the job site. 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

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	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	NA
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	NA

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, 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	Yes (Y) No (N) or Not Applicable (NA)
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	Y
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	NA

If yes to a), list the work processes and/or chemicals in use:

There are several soil vapour probes located at the north end of Everett Crowley Park. Three soil probes are actively sampled (refer to attached image)

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dbA	Y

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
a) Vehicular traffic
b) Needle stick/blood borne pathogens
c) Trip/slip hazard (throughout the site)
d) Falling tree branches/plant materials with thorns, spines and prickles
e) Public area (dog off-leash trails)
f) Landfill gas arising from the decomposition of municipal solid waste
g) Steep topography

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Liz Nguyen	
Project Manager Signature:	Date: June 26, 2020
Title: Landscape Architect I	Phone: 604-654-0763 (office); 604-354-4962 (work cell)



GENERAL PROVISIONS

The Client may, during the course of the project, without invalidating this agreement, make changes in the scope of services to be provided by WSP. Additional services as requested will be provided at hourly rates and the schedule will be changed as is reasonably necessary to allow for the changes in the scope of services.

The terms of agreement for the provision of services are set out in this proposal and in the Terms and Conditions as appended to this proposal.

If the Client accepts WSP's offer to provide these services, then this proposal and the Terms and Conditions constitute the entire agreement between the parties respecting the project and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out herein.

CONTACT REPRESENTATIVE

Name: Jeff Thompson

Telephone No: +1 604 527 6070

Email: jeff.thompson@wsp.com

We trust that the attached response is to your satisfaction in terms of compliance with your request. If you should require any further clarification, please do not hesitate to contact me directly. The opportunity to respond to your request is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Thompson'.

Jeff Thompson, BCLS
Project Manager, Geomatics

ACCEPTANCE OF PROPOSAL

The Vancouver Parks Board accepts WSP's offer to perform the services on the terms and conditions noted in this proposal and the appended Terms and Conditions by way of authorizing WSP to proceed with the services. For record purposes, sign and return a copy of this proposal to WSP.

Authorised Signatory

Date



TERMS AND CONDITIONS APPLICABLE TO THIS AGREEMENT FOR SERVICES:

1. CLIENT'S DUTIES AND RESPONSIBILITIES

The CLIENT shall:

1.1 Make available to WSP all relevant information or data pertinent to the Services and the project which are reasonably required by WSP.

1.2 Provide WSP with such instructions and authority as is necessary to WSP for the rendering of the Services.

1.3 Pay the compensation as described in this Agreement in addition to all taxes applicable to the compensation. All invoices submitted by WSP shall be paid in full within 30 days of receipt by the CLIENT. Payments made after 30 days shall include interest on the outstanding balance at the rate of 2% per month compounded monthly (26.8% per annum). Obtaining agency approvals is not a prerequisite for payment for Services rendered.

1.4 Provide WSP with written notice within 30 calendar days following receipt of WSP's invoices in the event that the CLIENT disputes any portion of WSP's fees of such invoices. The CLIENT shall be entitled to withhold only the amount of the fees in dispute and the balance of the fees not in dispute shall be paid by the CLIENT without deduction or set-off. The CLIENT's failure to dispute WSP's fees within 30 calendar days of receipt of any invoice shall be deemed to be a waiver of all claims which the CLIENT has with respect to such invoices.

1.5 Designate in writing an individual to act as the CLIENT's Representative, such person to have complete and exclusive authority to transmit instructions to and receive information from WSP.

2. WSP'S RESPONSIBILITY AND LIMITATION OF LIABILITY

2.1 WSP shall provide the Services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2.2 WSP's responsibility may be modified by additional terms, conditions or limitations found in any specifications, reports or other documents delivered by WSP to the CLIENT.

2.3 WSP's field investigation, field testing and engineering recommendations will not address or evaluate pollution of soil or pollution of ground water. WSP will cooperate with the CLIENT's environmental consultant, if any. WSP shall not be responsible for any cross-contamination resulting from subsurface investigations.

2.4 Any and all claims the CLIENT or any party claiming by, through or under the CLIENT has or hereafter may have in respect of the Services howsoever arising, whether in contract or in tort, shall be limited to:

2.4.1 Claims brought within a period of two years from the date of completion, termination or suspension of the Services;

2.4.2 The amount of WSP's total fees for Services rendered for the Project.

2.5 WSP shall not be responsible for:

2.5.1 The failure of a contractor, retained by the CLIENT, to perform the work required in the project in accordance with the applicable contract documents;

2.5.2 The design of, or defects in, equipment supplied or provided by the CLIENT for incorporation into the project;

2.5.3 Any damage to subsurface structures and utilities which were identified and located by the CLIENT;

2.5.4 Any project decisions made by the CLIENT if the decisions were made without the advice of WSP, or contrary to, or inconsistent with, WSP's advice;

2.5.5 Any consequential loss, injury or damages suffered by the CLIENT, including, but not limited to loss of use, loss of profits, loss of income or loss of opportunity; and

2.5.6 The unauthorized distribution, by the CLIENT or any third party, of any confidential document or report prepared by or on behalf of WSP for the exclusive use of the CLIENT.

2.6 For the purposes of the limitation of liability provisions contained herein, the CLIENT expressly agrees that it has entered into this Agreement with WSP, both on its own behalf and as agent on behalf of its employees and principals.

2.7 The CLIENT expressly agrees that WSP's employees and principals shall have no personal liability to the CLIENT in respect of a claim, whether in contract, tort and/or any other cause of action at law. Accordingly, the CLIENT expressly agrees that it will bring no proceedings and take no action in any court of law against any of WSP's employees or principals in their personal capacity.

3. FIELD SERVICES

3.1 Where applicable, field services recommended for the project are the minimum necessary in the sole discretion of WSP, to observe whether the work of a contractor is being carried out in general conformity with the intent of the Services. Any reduction from the level of Services recommended will result in WSP providing modified certifications of the work.

4. DELIVERABLES

4.1 All plans, drawings, designs, specifications, notes, reports, photographs, surveys, calculations and other data, including computer print outs (collectively the "Deliverables") which were prepared by or on behalf of WSP and are instruments of service for the execution of the Services, are the property of WSP, whether the Project is executed or not. WSP reserves the copyright in the Deliverables and in the Services provided under this Agreement. The Deliverables expressly do



not include the CADD drawings, digital models and any raw survey data.

4.2 WSP retains ownership of all patents, trademarks, copyrights, or any other intellectual property rights resulting from the Services which are developed or first reduced to practice by WSP in performing the Services.

4.3 Provided the compensation is paid in full, the CLIENT will have a non-exclusive license to use the Deliverables and any proprietary concept, product or process of WSP which relates to or results from the Services for the life of the Project and solely for the Project. The CLIENT may not use the Deliverables without having paid the compensation.

4.4 WSP, in its sole discretion may, upon request, agree to transfer ownership of any of the Deliverables to the CLIENT. In exchange for any such transfer in ownership, the CLIENT agrees to execute a release form which shall contain terms and conditions required by WSP at WSP's sole and unfettered discretion.

5. INSURANCE

5.1 WSP maintains professional liability insurance and general liability insurance. A copy of WSP's Certificate of Insurance will be provided to the CLIENT upon request.

6. TERMINATION AND SUSPENSION

6.1 Either the CLIENT or WSP may terminate this Agreement without cause upon thirty (30) days' notice in writing to the other at the address indicated on the first page hereof. On termination by either party under this paragraph the CLIENT shall forthwith pay to WSP all charges for the Services performed to the date of termination.

6.2 If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, WSP may suspend performance of the Services upon seven (7) calendar days' notice to the CLIENT. WSP shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension, or termination in accordance with paragraph 6.3.

6.3 If either party breaches this Agreement the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to the defaulting party to remedy the breach. If the breach is not corrected or reasonable steps taken to correct the breach within the seven (7) days, the non-defaulting party may immediately terminate this Agreement. In the case of termination due to breach by the CLIENT, the CLIENT shall forthwith pay to WSP all charges for the Services performed.

7. DISPUTE RESOLUTION

7.1 If requested in writing by either the CLIENT or WSP, the CLIENT and WSP shall attempt to resolve any dispute arising out of or in connection with this Agreement by entering into structured, non-binding negotiations with the assistance of a mediator on a without prejudice basis.

7.2 If the dispute cannot be settled within a period of thirty days with the assistance of the mediator, or such longer period as might be agreed to by the CLIENT and WSP, the dispute shall be referred to and finally resolved by way of arbitration, and in accordance with the Arbitration Act of the place of the Services.

7.3 This Agreement is governed and construed in accordance with the laws in force in the place of the Services and the parties attorn to the jurisdiction of the applicable courts of the place of the Services.

7.4 In the event of the failure of a claim brought by the CLIENT against WSP, the CLIENT shall indemnify WSP for all costs and expenses incurred by it in resisting or defending the claim including legal costs on a solicitor and his own client basis.

8. SUCCESSORS AND ASSIGNMENT

8.1 This Agreement shall enure to the benefit of and be binding among the parties hereto and their executors, administrators, successors and assigns.

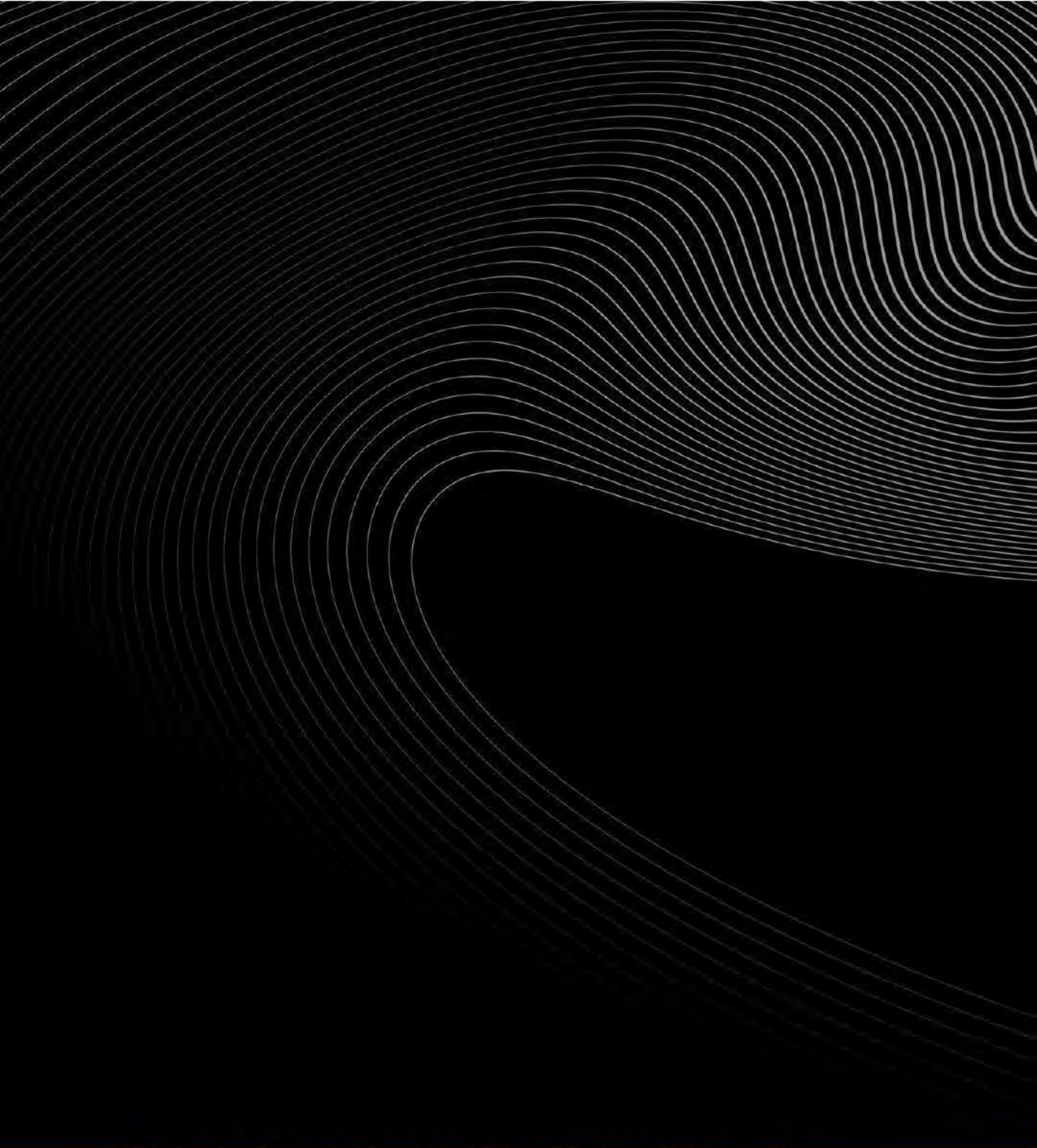
8.2 This Agreement shall not be assigned to any other party whatsoever without the express written consent of the other party.

9. GENERAL

9.1 The terms and conditions of this Agreement as set out herein, including the front page hereof, constitute the sole and entire agreement between the CLIENT and WSP in relation to the Services and supersedes all prior agreements between them whether written or oral.

9.2 This Agreement may be amended only by written agreement signed by both the CLIENT and WSP.

9.3 All obligations between the parties, which by their nature survive the completion of the Services and any early termination of this Agreement, including any limitations upon liabilities, shall remain in full force and effect.



A partner you can count on in
an ever-changing world.



The GeoVerra

GeoVerra was built on a reputation for outstanding service. First and foremost, we are a company that thrives on exceeding expectations and building relationships that clients can depend on. It's what sets us apart and makes us leaders in land surveying, mapping, forestry, environmental consulting and geospatial solutions.

We're driven by an entrepreneurial spirit and a relentless work ethic that pushes us to take initiative, developing advanced, customized solutions for clients in diverse sectors from industry to government. Those solutions give our clients a decided advantage and enable us to continually advance the field as we deliver industry-leading solutions in spatial intelligence. In all we do, safety comes first. It's a group effort. We pride ourselves on highly coordinated teamwork for complete peace of mind in the field and beyond.

Our team-oriented approach extends to how we work with our clients too. We view ourselves as strategic partners, focused solely on achieving client objectives through seamless collaboration and providing seasoned expertise they can rely on.

The confidence our clients have in us stems from our actions, values and ethics put into practice. We're truthful, open and honest, and with that comes trusted partnerships. Clients know we're committed to exceeding expectations with our service-backed reputation for responsive, efficient, solutions-based performance every step of the way. It's what we like to call the partnership promise.



Vision

To be the most trusted and respected geomatics company, consistently delivering reliable, forward-thinking solutions and unparalleled service.



Mission

To provide outstanding service that employees are truly proud of, that clients recommend to others, and that leave a positive impact on the communities we serve.



Values

At the core of who we are and what we do are our values; teamwork, working safely, entrepreneurial spirit, client focus and work ethic. They keep us focused on our goals and the promises we make to each other and our stakeholders.



With offices in

29

locations across the country, we are
one of Canada's largest geomatics
firms providing land surveying,
forestry, environmental, and
geospatial solutions to clients.

What We Do:

Oil and Gas Surveys

**Pipeline Construction and
Pre-Construction Surveys**

Pipeline Integrity

Construction Surveys

**Subsurface Utility Locating
and Mapping**

**Municipal and Land
Development Survey
Services**

**LRT, Railway and Highway
Survey Services**

**Electric Power Transmission
and Distribution Survey
Services**

Forestry and Environmental

Land Use Planning

**Mapping, GIS and Remote
Sensing**

**Greenhouse Gas Emissions
Monitoring**

3D Laser Scanning

**Unmanned Aerial Vehicles
(U.A.V.)**

GeoVerra offers solutions in land surveying, mapping, forestry, environmental, and geospatial technology across diverse industries.

For more details, please visit our website | geoverra.com

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GeoVerra Team Experience

Eglinton Crosstown LRT

Client: Metrolinx

The Crosstown is part of the \$8.4 billion investment from the Ontario government to expand transit and is the largest expansion in the history of Toronto.

GeoVerra team members carried out tunnel-specific consultation and services for 20 km of construction including establishment and maintenance of project-wide control points, the supervision of 5000+ settlement monitoring points, and review of rigorous Least Squares Adjustments on thousands of survey measurements, transferred control from surface to shaft.

Additional tasks included supervision of as-built surveys related to shop drawings, engineering surveys, as-built tunnel surveys, high-definition laser scanning, position of tunnel alignment through gyroscopic and alignment hole methods.

Methane Reduction Program

To help one of our clients face new methane emissions requirements, members of the GeoVerra team delivered a first-of-its-kind solution for asset management of over 100 facilities through 3D laser scanning.

This project included three phases, the first being the 3D scanning of over 100 facilities. Using the most up-to-date equipment and advanced survey techniques, GeoVerra team members were able to complete this process in a significantly short timeline.

Phase two was to generate BIM model from the information collected through the 3D scanning. This included the creation of a custom workflow to generate 3D models from the raw data. GeoVerra had a project-specific team working on the modeling to control quality aspects and final data outputs.

The third phase of this project was to create a custom data solution. This involved the immigration of spatial data and BIM model into an online asset inventory customized to the client's specific requirements.



GeoVerra Team Experience

Nelson House Reserve

Client: Nisichawayasihk Cree Nation

The Nisichawayasihk Cree Nation (NCN) had identified their need to address the challenge of the lack of internal survey fabric on the Nelson House Reserve No. 170, and the issue that some of the existing survey fabric did not align with existing development and use of the land.

GeoVerra team members worked in close consultation with the NCN to identify the areas to be surveyed, completing as-built surveys as required, and assisting in the design of the new proposed boundaries that would meet the needs of the NCN's current and future development plans for their lands.

GeoVerra continues to work closely with the NCN to complete the legal surveys, establishing the survey monuments and filing the survey plans for the boundaries that have been proposed.

Lake Superior Link Project

Client: Hydro One

GeoVerra's forestry team provided timber valuation services to Hydro One on its proposed 400 km transmission line from Thunder Bay to Wawa, Ontario along the northern coast of Lake Superior.

In order to accurately value each timber parcel, the proposed ROW was timber cruised with special attention paid to species, density, merchantability and any added landowner values. Navigating around steep rock faces and rugged dense timber created added complications, but the task was accomplished by helicopter.

Once data collection was complete, GeoVerra was able to provide professional forester recommendations on the value of each timber parcel, allowing the client's land agent to better negotiate with landowners, and plan for clearing.



GeoVerra Team Experience

Tower Parkland Power Transmission Line & Substation

Client: ARC Resources Ltd.

GeoVerra team members provided surveying services for all aspects of the Tower Parkland Power Transmission Line and associated power substation from start to finish.

The project started at the application stage, where we provided location scouting services in the field and prepared the necessary plans and maps required for an application to the BC Oil and Gas Commission (BCOGC).

Once the project was approved, GeoVerra team members provided construction support services that included flagging the right-of-way boundaries for clearing, structure staking, and construction layout for the associated power substation. After construction was finished, GeoVerra completed field surveying and drafting required to prepare and register the legal survey plans for the powerline and substation in the Land Title Office.

Inter Pipeline Heartland Petrochemical complex

Client: Inter Pipeline

GeoVerra supported the transport of five large vessels; the largest load ever moved on public roads in Alberta – the length of approximately three NHL hockey rinks. The combined weight of the loads and transport vehicle was just over 1,600 tonnes, spread out over 900 wheels.

Our experts provided UAV photography for the 92-ha project area for refinery construction monitoring and ongoing survey and materials testing support to common site services. The initial project started with 2-3 full-time staff and ramped up to a peak of 30 full-time staff supporting civil earthworks, concrete testing, piling work, plumb checks on super vessels, pipeline and general support.

Survey and materials testing support for common site services was also part of the scope throughout the construction project. In addition, the team coordinated ground disturbance permitting and line locates, and maintained a database of all underground facilities within the facility.





GeoVerra Team Experience

7G Emissions Monitoring

Client: Seven Generations Energy

GeoVerra provided it's ExACT emissions monitoring service to 7G's proactive, comprehensive leak detection and repair (LDAR) program.

ExACT technology is an innovative solution that offers a competitive advantage over other gas detection technologies as ExACT moves quickly, efficiently, and is capable of detecting emitting sites requiring further follow up or repair.

GeoVerra's team was involved in the alternative methane monitoring pilot project alongside other alternative methane monitoring tools over 2018-2019. GeoVerra used vehicle-based technology to collect methane measurements to identify and attribute emissions to specific sources.

Emissions monitoring was conducted more frequently than what was required by regulations and repaired any leaks that were detected. This reduced 7G's fugitive emissions by 763 metric tonnes of methane per year.



To learn more about **GeoVerra's** partnership promise and our commitment to provide responsive, efficient, and solutions-based performance, visit our website, email us at info@geoverra.com, or contact your local office to speak to one of our experts.

June 29, 2020

Liz Nguyen

Vancouver Park Board | 2099 Beach Avenue

t. 604.654.0763

Good morning,

I am pleased to announce that after months of planning, we have officially launched GeoVerra, Canada's leading surveying and geomatics firm, providing solutions in land surveying, mapping, forestry, and geospatial solutions across diverse industries.

With offices in 29 cities and towns, and a larger workforce, we will be able to better serve our clients by offering more services in more locations across the country. Our diverse team has the expertise and scope to take on large, complex projects yet be agile enough to be competitive at the local level for smaller projects.

This is a difficult time for many organizations and what we provide is a reliable partner. As a service organization, that's exactly what we're here to do – provide responsive, efficient, solutions-based performance, with the size and stability to provide professional and dependable service.

Be assured that our team of experts will continue to provide you with the high-quality services that you expect from us, with no interruption. You can count on me to be your dedicated partner as we continue to move forward.

I've attached our corporate brochure for more information or you can visit our website at www.geoverra.com, connect with us on [LinkedIn](#), or watch our brand launch [video](#).

I look forward to continuing this partnership with you. Please let me know if you have any questions.

Sincerely,



Jeff Thompson, BCLS

Director



D / 604-527-6070

C / 236-330-3990

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Langley, British Columbia, V1M 0E4

[Website](#) / [LinkedIn](#)