File No.: 04-1000-20-2024-315

September 20, 2024

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 May 24, 2024 under the *Freedom of Information and Protection of Privacy Act* for:

1. **Record of the Call For Innovation document issued to the public, which resulted in the development of the 'Project Requirements Exploration Tool (PRET)' built on the Service Now platform for laneway houses; and**
2. **Contract for the Project Requirements Exploration Tool (PRET) awarded to the bidder.**
   Date range: January 1, 2020 to December 31, 2021.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1)(l), s.21(1), and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under Part 5 of the Act, 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 (2024-315); 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,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy

City of Vancouver, CITY CLERK'S OFFICE
Access to Information and Privacy Division
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
Tel: 3-1-1, Outside Vancouver 604-873-7000
Website: vancouver.ca

2024
BC's Top Employers

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response Package)

:kt

CALL FOR INNOVATION

DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM

CFI No. PS20220333

Issue Date: March 29th, 2022

Issued by: City of Vancouver (the "City")

TABLE OF CONTENTS

PART A - INFORMATION AND INSTRUCTIONS

With this Call for Innovation ("CFI"), the City of Vancouver (the "City") is seeking proposals from innovators who can provide solutions that will help to address the challenge statement below for the benefit of the residents of Vancouver and customers and staff of the City.

1.0 BACKGROUND

The City, through its Development, Buildings and Licensing department ("DBL") ensures the quality and safety of buildings and strategically leverages the use of permits, licences, and enforcement to advance the priorities of the City's Council.

DBL serves a diverse group of customers and stakeholders, including developers, architects, small and large business owners, and residents. It also works closely with the City's Planning, Urban Design and Sustainability, Engineering Services, and Community Services departments and the Vancouver Affordable Housing Agency to support and enforce the regulations, policies, and services that shape how people build, work and live in Vancouver.

Over the last several years, in response to supporting high-priority City efforts, such as reducing Vancouver's housing affordability gap, ensuring continued sustainability and livability of our neighborhoods, enabling and approving new business and evolving industries, reducing carbon pollution and more, the City has introduced or amended a number of land use regulations, policies, and supporting conditions, guidelines, and bulletins. The new and amended regulations, policies, and supporting conditions, guidelines and bulletins have introduced complexity into the City's permitting process. Increasingly, Vancouver's residents and the City's customers and staff are finding it difficult to understand which rules apply under what conditions for which types of property development projects or requests.

Current processes are heavily dependent on human interpretation of the regulations, policies, and business rules, which increases the overall processing times and the risk of process decisions/milestones being contradicted/overturned by different internal processing gates. It also leads to inconsistent experiences, even for similar projects or requests, and little to no predictability due to the number of people involved and the level of interpretation that is required for each file.

Most of the regulations, policies, conditions, guidelines and bulletins are available for access and use by applicants via vancouver.ca, primarily as PDF documents. However, although available, the information is not paired with other relevant information and is not easily linked to a type of project or a location (address, building, parcel). This routinely leads to insufficiently or incorrectly prepared project applications, requiring a significant amount of both customer and staff time to get the application ready for submission.

Current governance of new and amended regulations and policies is also heavily dependent on human interactions and knowledge, which significantly increases the risk of missing potential overlaps, conflicts, dependencies and downstream impact to related regulations. Because of the amount of knowledge and experience that is required, it takes a significant amount of time to train new City employees in the relevant regulations and policies, meaning that it is difficult to solve the aforementioned problems by simply hiring more people.

2.0 DEVELOPMENT TRENDS IN THE LAST 5 YEARS

2.1 Application volumes:

From 2017-2019, on average, the City of Vancouver received:

- 165 Rezoning Applications / Enquiries per year
- 7,000 Development and Building Permits per year
- 23,000 Trade Permit Applications per year.

In 2020, permit volumes dropped significantly due to COVID with an overall 20% reduction compared to the 2019 volumes. 2021 application volumes showed signs of recovery, with some volatility across all sectors due to ongoing COVID related restrictions.

Permit processing timelines are generally determined by the complexity of the project, the volume of instream applications to be processed, and represent an aggregate of staff and applicant activities. Although multi-year continuous improvement efforts and investment have realized a reduction in processing times for targeted project types, consistent and reliable timelines remain a key ask for all applicants, from novice one-time applicants (home owners, small business owners) to repeat customers (architects, developers, and property owners).

2.2 Rezoning / challenging existing land use classifications:

In the last 5 years, we have seen a year over year increase in rezoning applications to change how a property can be used or developed.

2.3 Housing:

Addressing the Housing Crisis and affordability is a key priority for Vancouver. Current planning policies are focused on increasing densification in both low-density residential and high-density areas in order to provide varied housing supply that meets the needs of those who work and live in Vancouver.

2.4 New Build:

Over the last 5 years 92% of new build residential related building permits were in Lower Density Areas (Single family with/without secondary suites, Laneway) accounting for nearly 8,000 new housing units. 8% of new build residential related building permits related to multi-family dwelling or mixed use, accounting for over 21,500 units over the same time period.

2.5 Commercial / Businesses:

Enabling and approving new business and evolving industries to operate in Vancouver is a key focus for Vancouver. The City processed on average 1,800 building permit renovation applications over the past 5 years, with a processing time ranging from 4-6 weeks for minor renovations to 8-12+ weeks for major renovations. Novice and regular applicants have flagged the financial burden of permitting delays and requirements for extensive upgrades triggered by site selection / scope of work as key concerns.

2.6 Trades Permits:

There has been an expansion in types of trades permits required for Development Activities (Operating permits for Water systems and Electrical systems) and an increase in complexity of Electrical permits due to densification of sites and society shift towards increased electrification.

3.0 CHALLENGE STATEMENT

The City is inviting interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.
- surfacing relationships between various regulations and business rules, in an easy and

concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.

- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.

- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

4.0 EVALUATION CRITERIA

Your proposal should be a short statement includes: 1) how you propose that we approach solving the above Challenge Statement, 2) your relevant past experience(s), 3) your team's skillset and experience and 4) a proposed schedule and delivery approach.

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (50 points)

- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (20 points)

- Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (20 points)

- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)

Short-listed candidates will be invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework. You will start with understanding a particular business problem and then build, while iteratively validating its features with us, a Proof of Concept ("PoC") to demonstrate feasibility of your proposed solution. Our sprints are two-weeks long and we expect that the PoC can be delivered within several sprints.

For the avoidance of doubt, notwithstanding any other provision in the CFI, the City has, in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal that deviates from the requirements or the conditions specified in the CFI; (e) reject a Proposal even if it is the only Proposal received by the City; (f) accept all or any part of a Proposal; (g) accept multiple Proposals; and (h) enter into one or more agreements respecting the subject matter of the CFI with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the CFI other than through the submission of its Proposal.

5.0 KEY DATES

Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on April 8th, 2022
Closing Time	3:00pm on April 14th, 2022

All references to time in the CFI are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

6.0   CONTACT PERSON

All enquiries regarding the CFI must be addressed to wen.shi@vancouver.ca. All enquiries must be made by email. In-person or telephone enquiries are not permitted.

7.0   SUBMISSION OF PROPOSALS

Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 5 above (the "**Closing Time**").

- Each Proponent should submit its Proposal by email. Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats, which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.

- The maximum number of attachments allowed in an email message is 250 attachments.
- The maximum size limit for an email message, including all attachments, is 20MB per message

Applicants may submit Proposals at any time prior to (the "**Closing Time**"). Applicants may submit multiple Proposals, which may be submitted concurrently or individually at different times prior to the Closing Time.

All costs associated with the preparation and submission of a Proposal, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.

The City is willing to consider Proposals from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the CFI, provided that they disclose the names of all members of the consortium and all members accept the legal terms and conditions of the CFI.

Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Applicant, in the City's sole discretion.

8.0   CHANGES TO THE CFI AND FURTHER INFORMATION

The City may amend the CFI or make additions to it at any time. It is the sole responsibility of Applicants to check regularly for amendments, addenda, and questions and answers in relation to the CFI.

Potential Applicants are encouraged to read the CFI and submit any questions relating to the CFI to the Contact Person at any time prior to the Closing Date. The City will in good faith attempt to give accurate responses to questions received in writing.

PART B – LEGAL TERMS AND CONDITIONS

1.0 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations onlywith respect to the CFI process and any evaluation, selection, negotiation or other related process. In no event will the following legal terms and conditions apply to, or have the effect of supplementing, any Contract formed between the City and the Applicant.

2.0 DEFINITIONS

In these Legal Terms and Conditions, the following terms have the following meanings:

(a) "Applicant" means the legal entity or entities that have submitted a Proposal in response to this CFI and agreed to these terms and conditions and "applicant" means any applicant responding to this CFI, excluding or including the Applicant, as the context requires.

(b) "CFI" means this Call for Innovation, as amended from time to time and including all addenda.

(c) "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*.

(d) "Contract" means a legal agreement, if any, entered into between the City and the Applicantfollowing and as a result of the Applicant's selection by the City in this CFI process.

(e) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

(f) "Proposal" means the package of information and documents submitted by any applicant, excluding or including the Applicant, as the context requires, pursuant to this CFI.

3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the CFI (except only Sections 7 and 9 of these Legal Terms and Conditions, ineach case to the extent applicable), the City assumes no legal duty or obligation to the Applicant in respect of the CFI, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4.0 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

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

5.0 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the CFI, or which otherwise failsto conform to the CFI may or may not be rejected by the City at the City's sole discretion. The City may also invite an applicant to adjust its Proposal to remedy any such problem, without providing the other applicants an opportunity to amend their Proposals.

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the CFI, any Proposal or any proposed agreement with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Proposal as a result of such discussions or negotiations with other applicants or changes to the CFI or such Proposals or proposed agreements, and, without limiting the general scope of Section 6 of these Legal Terms and Conditions, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any Proposal; reject any Proposal; reject all Proposals; accept a Proposal that deviates from the requirements of the CFI or the conditions specified in the CFI; reject a Proposal even if it is the only Proposal received by the City; accept all or any part of a Proposal; enter into agreements respecting the subject matter of the CFI with one or more applicants; or enter into one or more agreements respecting the subject matter of the CFI with any other person at any time.

6.0 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Applicant

The Applicant now releases the City and its respective officials, agents and employees from all liability for any Losses incurred in connection with the CFI or the Proposal, including any Losses in connection with:

(a)   any alleged (or judicially determined) breach by the City or its respective officials, agents or employees of the CFI (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the CFI which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b)   any unintentional tort of the City or its respective officials or employees occurring in the course of conducting the CFI process;

(c)   the Applicant preparing and submitting the Proposal;

(d)   the City accepting or rejecting the Proposal or any other submission; or

(e)   the manner in which the City: reviews, considers, evaluates or negotiates any Proposal;

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

6.2   Indemnity by the Applicant

The hereby Applicant indemnifies and will protect, save and hold harmless the City and its respective officials, agents and employees from and against all Losses, in respect of any claim or threatened claim by the Applicant alleging or pleading:

(a)   any alleged (or judicially determined) breach by the City or its respective officials or employees of the CFI (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the CFI which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b)   any unintentional tort of the City or its respective officials or employees occurring in the course of conducting the CFI process; or

(c)   liability on any other basis related to the CFI or the Proposal process.

6.3   Limitation of Liability of the City

In the event that, with respect to anything relating to the CFI or this Proposal process, the City or its respective officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant whether at law or in equity or in contractor in tort, or are found liable to the Applicant on any basis or legal principle of any kind, the City's liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7.0   DISPUTE RESOLUTION

Any dispute relating in any manner to the CFI or the Proposal process (except to the extent that the City breaches this Section 7 of these Legal Terms and Conditions, and also excepting any disputes arising between the City and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

(a)   The arbitrator will be selected by the City;

(b)   Section 6 of these Legal Terms and Conditions will: (i) bind the City, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c)   The Applicant will bear all costs of the arbitration.

8.0   PROTECTION AND OWNERSHIP OF INFORMATION

8.1   CFI and Proposal Documents Property of the City

(a)   All CFI-related information in any form provided to the Applicant by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b)   The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Applicant.

8.2   All City Information Confidential

(a)   The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future

providedor communicated to the Applicant at any time (whether before, during or after the CFI process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Applicant.

8.3 Confidentiality of Proposals

(a) Subject to the applicable provisions of *the Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal in the course of publicly reporting to their respective City Council, the City will treat the Proposal in confidence in substantially the same manner as they treats their own confidential material and information.

(b) Notwithstanding the foregoing, the City may disclose Proposals to third parties who havebeen selected by the City to assist in the evaluation of Proposals on the condition that such third parties: (i) are required to keep Proposals confidential; and (ii) may only use Proposals forthe purposes of evaluation in accordance with this CFI.

9.0   GENERAL

(a) All of the legal terms and conditions of this CFI which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the City.

(b) The legal invalidity or unenforceability of any provision of these Legal Terms and Conditions will not affect the validity or enforceability of any other provision of these Legal Terms and Conditions, which will remain in full force and effect.

(c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicantin preparing its Proposal and participating in the CFI process.

CITY OF **VANCOUVER**

March 31st, 2022

CALL FOR INNOVATION "CFI" No. PS20220333
DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM

AMENDMENT No. 1

RE: PART A - INFORMATION AND INSTRUCTIONS, Section 4.0 - EVALUATION CRITERIA

CURRENTLY READS:

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (50 points)
- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (20 points)
- Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (20 points)
- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)

REPLACE WITH:

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (40 points)
- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (15 points)
- Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (15 points)
- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)
- Your total cost of building a PoC and accompanying deliverables, that will demonstrate feasibility of proposed solution (20 points)

City of Vancouver, Finance, Risk and Supply Chain Management
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7263 *fax:* 604.873.7057
website: vancouver.ca

City of Vancouver - FOI 2024-315 - Page 11 of 204

RE: PART A - INFORMATION AND INSTRUCTIONS

PLEASE ADD:

9.0   PRICING

The Proponents are required to provide an estimated cost for building a Proof of Concept ("PoC") and the accompanying deliverables, to demonstrate feasibility of their proposed solution.

If the proposed solution includes costs such as, but not limited to, licensing, storage, use of platforms, etc., please include them as additional information.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to your Proposal form.

_____
NAME OF VENDOR

_____
SIGNATURE OF AUTHORIZED SIGNATORY

_____
DATE

Wen Shi
Buyer

City of Vancouver (the **"City"**)

AND: **Archistar Pty Ltd** (the **"Contractor"**)

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Name of City Project Manager: Elena Krsteva
Tel Number: 604-673-8424
Email: elena.krsteva@vancouver.ca

having the following address:

Level 13, 80 Pitt Street, Sydney NSW
Australia

Name of Contract's Project Manager: Robert Coorey
Tel Number: +61 481 145 768
Email: rob@archistar.ai

This contract for services is comprised of this cover page, the following parts A, B, C, and D, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, and D, and the signature blocks following Part D below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

The Contractor will provide here mentioned services so that solution is ready for City to use in accordance with the terms of this Agreement.

The City is inviting the Contractor to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework, in building a Proof of Concept ("PoC") that would showcase the capabilities of the platform using just enough of City's available data to configure a viable example.

1.0   Scope of engagement:

City is inviting the Contractor to sprint with us for a duration of three sprints, to develop and deliver the following POC, using Archistar as a platform:

1) Enable a Digital Submission Portal, that:

   a) includes relevant GIS information related to City's zoning district RS-1 - the primary zoning district for single family houses

   b) includes at least the following rules and regulations digitized based on information found in the RS-1 district schedule: https://bylaws.vancouver.ca/zoning/zoning-by-law-district-schedule-rs-1.pdf:

   - Permitted use
   - Site Area (4.1.1)
   - Height (4.3.1, 4.3.2)
   - Front Yard (4.4.1c, d)
   - Side Yard (4.5.1)
   - Rear Yard (4.6.1, 4.6.2)
   - Floor Space Ratio (4.7.1, 4.7.2, 4.7.3 a, b)
   - Site Coverage (4.8.1 a, 4.8.2, 4.8.3)

   c) allows for an anonymous user access as well as for registered users. Registered users should be able to login with their general City account

     d) allows for a user to be able to:

- search by address
- turn-on zoning and/or other GIS layers
- select an individual lot and review the suggested land use
- select a particular land use to review the specific rules that apply (e.g. laneway house)

     e) allows for a user to upload a 3D Building Information Model ("BIM") on select property for assessment against particular land use requirements (e.g. laneway house), automatically identifying compliance level against each individual rule as per clause 1.2 e.g. compliant, not-compliant, need more information as more than one rule applies

     f) allows for a user to save/ export a Compliance package containing:

- uploaded 3D BIM model
- applied assessment information, including property information and applicable rules

2) Document best practice approach to exposing digitized rules and regulations, for potential consumption by other digital services via an API or other recommended best practices

3) Provide recommendations and best practices for how to enable data in City's analytics ecosystem

The Contractor is expected to also document and deliver:

4) Configuration specification, including a logical architecture diagram for integrating Archistar to the Single Platform (SN)

5) Instructions for how-to migrate configuration from development into production environment

6) Lessons learned

7) Estimate of effort (time x resources), and potential cost, to implement a production-ready solution for a zoning district

8) Recommendations for future improvements

9) Refer Apprendix for detailed POC documentation.

2.0 Implementation approach:

Development and delivery will be done into an Archistar hosted development environment, with City being provided full access to all modules that comprise the deliverables listed in the Scope of engagement.

City of Vancouver will provide base security and architectural guiding principles that the Contractor needs to meet.

s.21(1)

Sprints will be coordinated as a joint effort between the City's Lead and the Contractor's Lead. City's Lead will ensure City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.

3.0 Payments:

Full amount is payable upon completion of deliverables as described with Scope of engagement.

4.0 Start date for the Services: June 29, 2022

The Contractor agrees to complete the Services by: July 31, 2022

PART B - FEES AND EXPENSES:

Fees: Fixed Price

Expenses: Not reimbursable (included in fees)

Maximum Amount of Fees and Expenses (the **"Maximum Amount"**): CAD $40,000

Billing Date(s): See Section 18 of the Services Contract Terms and Conditions

Definitions:

"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.

"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.

PART C: APPROVED SUBCONTRACTORS

None.

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

(a) Commercial general liability insurance with a limit of not less than $5,000,000 per occurrence and a deductible of not more than $5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, sudden & accidental pollution, completed operations, or property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City, and will name the City and the City's officials, officers, employees and agents as additional insureds;

(b) Professional (errors and omissions) liability insurance policy with limits of not less than $1,000,000 per claim and not less than $2,000,000 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

(c) Technology error & omissions and cyber liability insurance with policy limits of not less than five Million Dollars ($5,000,000) per claim and an aggregate of not less than Five Million Dollars ($5,000,000), and a deductible of not more than Five Hundred Thousand Dollars ($500,000), protecting the Supplier and Supplier's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Supply.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

The parties hereto have duly executed this Contract as of the 28th day of June, 2022.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Huan Ngo

Per: _____
Huan Ngo, Category Manager
Supply Chain Management

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _____
Signature

_____
Print Name and Title

Per: _____
Signature

_____
Print Name and Title

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "**Services**"), all in accordance with the Services Contract (this "**Contract**"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.

2. **Provision of Service Inputs**. Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.

3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with 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 Contractor and its personnel and the Services.

4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of the this contract or otherwise provided, the Contractor warrants that: (a) all Goods shall materially conform to the specifications and requirements for such Goods specified in this Contract; and (b) all Goods shall be free and clear of all liens, charges and encumbrances.

   The Contractor agrees to indemnify and save harmless the City, its officials, 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 Contractor hereunder.

5. **Contractor Personnel**. The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.

6. **Reporting**. The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.

7. **Deliverables**. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "**Deliverables**"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers All Deliverables will be owned solely by the Contractor unless otherwise expressly provided herein and the City will have a non-exclusive licence to use and deal with the Deliverables for its own benefit for the purposes and uses contemplated in Part A of this Contract. the Approved Purpose during the Term.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.

9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent

consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.

10. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

11. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

12. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.

13. **Conflict of Interest**. The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract. For the avoidance of doubt, the Contractor is not restricted to provide similar services to other government agencies both within Canada and internationally.

14. **Release and Indemnification**
   a. <u>Release</u>
      The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
   b. <u>Acceptance "As Is"</u>
      In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
   c. <u>Indemnity</u>
      Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions and causes of action ("**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
   d. <u>Separate from Other Remedies and Rights</u>
      Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
   e. <u>Survival of Release/Indemnity</u>
      This Section 14 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

15. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or

instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

16. **Changes to Key Personnel**. The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C.   PAYMENT

17. **Payment of Fees and Expenses**. In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

18. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor shall submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
   - Contractor name, address and telephone;
   - City purchase order number;
   - Name of the City's Project Manager;
   - Invoice number and date;
   - Details of any applicable taxes; and
   - Tax registration number(s).

19. **Builders Lien Act**. If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "**Lien Act**"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.

20. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

21. **Withholding for Non-Residents**. If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

22. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City.   The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.

23. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.

24. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D.   GENERAL

25. **Time for Performance**. Time is of the essence in this Contract.

26. **Amendments**. No modification of this Contract is effective unless it is in writing and signed by all the parties.

27. **Entire Agreement**. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.

28. **Conflict**. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.

29. **Severability**. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.

30. **Termination.** The City may terminate this Contract:
   a.   Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
   b.   For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
   If the City terminates this Contract under paragraph b. above, the City must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

31. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.

32. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

33. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.

34. **Headings**. The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

35. **Counterparts.**   This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

36. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.   **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

JMD ROSS

INSURANCE BROKERS

CERTIFICATE OF COVER

INSURED: ArchiStar Pty Ltd

CLASS OF INSURANCE: Public & Products Liability

PERIOD OF INSURANCE: 7th February 2022 to 28th February 2023 at 4:00pm

POLICY NUMBER: s.15(1)(l)

INSURER: London Australia Underwriting

LIMITS OF LIABILITY:
Public Liability
$20,000,000 any one occurrence

Products Liability
$20,000,000 in the Aggregate

This policy includes cross-liability, and Principal's Indemnity.

INTERESTED PARTY: This policy notes the City of Vancouver for their respective rights and interests in regards to Liability only.

SIGNED:

APPROVED BY: Sanika Gode

DATE: 30th June 2022

Appendix

CoV eComply Scope of Work 20220622.pdf

(15 pages)

City of Vancouver

Scope of Work for Proof of Concept (POC) 1

22 June 2022

The following document is Archistar's proposal to deliver a Proof of Concept (POC) to the City of Vancouver, based on CFI PS20220333 for Digital Regulatory & Business Rules Ecosystem.

What is eComply?

eComply aka 'Digital Submission Portal' is a ground breaking technology that will allow end users that are looking to develop select dwellings on their land to rapidly and automatically assess if the proposed design complies with the local planning controls.

The Proof of Concept (POC) project will codify select portions of the City of Vancouver RS-1 - the primary zoning district for single family houses, into the Archistar platform to create a version of eComply specific to the City of Vancouver.

The application will consist of two parts:

1. User can upload and configure a design submission for digital assessment
2. User can review assessment and download pre-check certificate

To describe the scope of works, we have provided the following sections:

1. User Stories - to define the user experience and scope of the pilot project
2. Product Screenshots - to demonstrate the application interface and extent of development for the pilot project.
3. Testing / Validation
4. Assumptions
5. Deliverables
6. Timeline
7. Pilot Cost

Date	Revision	Comments
16/06/2022	A	Initial Document

1. User Stories

Please find below a breakdown of the user stories that outline the scope of work for the proposed City of Vancouver eComply project.

An appendix has been included showing screenshots of the platform.

User Story Group 1

Create an eComply certificate on the Archistar platform and download the certificate

#	User Story
1	User is able to sign up and login to the platform
2	User can search for their property by address, view zoning and/or select GIS layers
3	User downloads their site as a 3D BIM template file
4	User can upload the proposed design onto an individual lot using the specified 3D BIM template
5	User can review land use and determine if a design is compliant in a checklist with the following 15 clauses: • Site Area (4.1.1) • Height (4.3.1, 4.3.2) • Front Yard (4.4.1c, d) • Side Yard (4.5.1) • Rear Yard (4.6.1, 4.6.2) • Floor Space Ratio (4.7.1, 4.7.2, 4.7.3 a, b) • Site Coverage (4.8.1 a, 4.8.2, 4.8.3)
6	User can download compliance report including some, or all of, property information and applicable rules

The following screenshots give an indication of the user flow and application experience. They are not exhaustive, but are provided to give a sense of the user friendly experience and expected quality of the portal.

As the application is developed during the pilot period, changes may be made with feedback from the technical team and client. We implement an agile process with two weekly sprints to allow for continual feedback and testing during the development process. It is planned that multiple sprints will be conducted to ensure a quality outcome.

The flow below shows:

1. User finding their property via an address search

For digital planning rules

2. User reviewing permitted use

3. User reviewing planning rules

For compliance

4. User downloads CAD template

5. User uploading their design

6. User placing their design on their property

7. User checking designs for compliance with the planning code

8. User downloading compliance certificate

1: Search for your property (User Story 1)
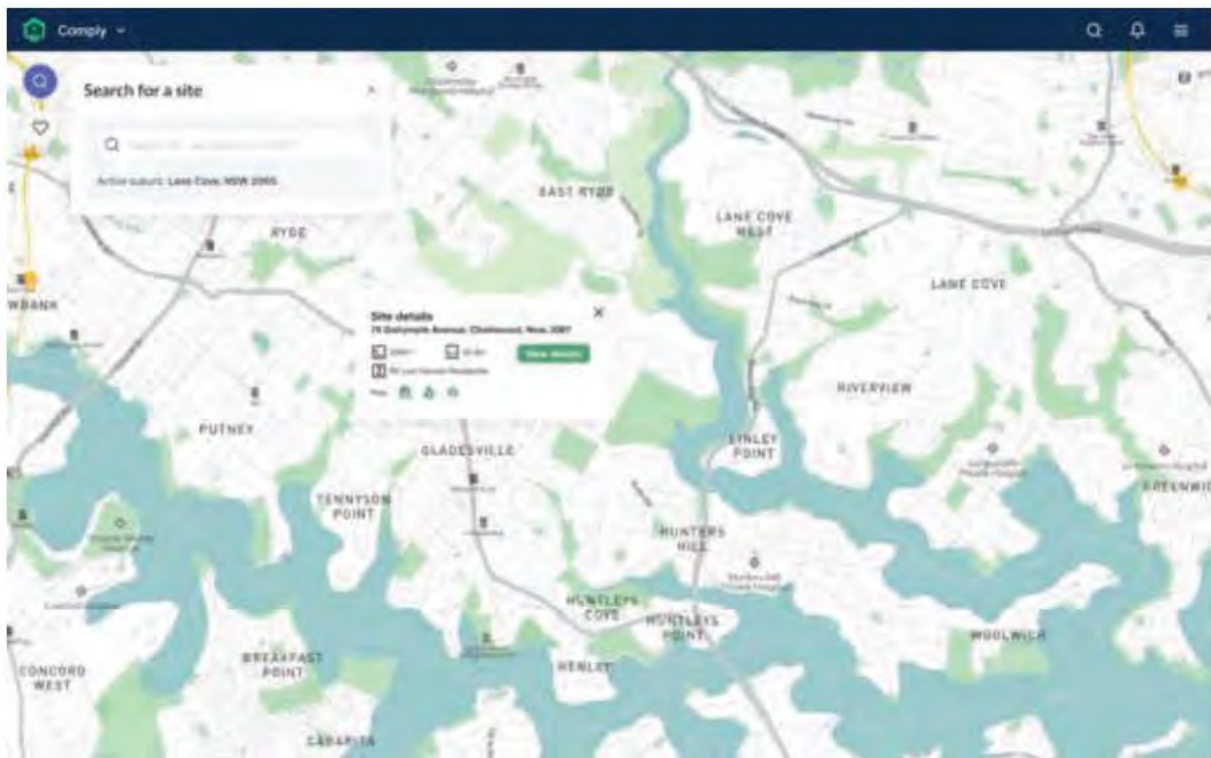
1: Review permitted use (User Story 2,3)
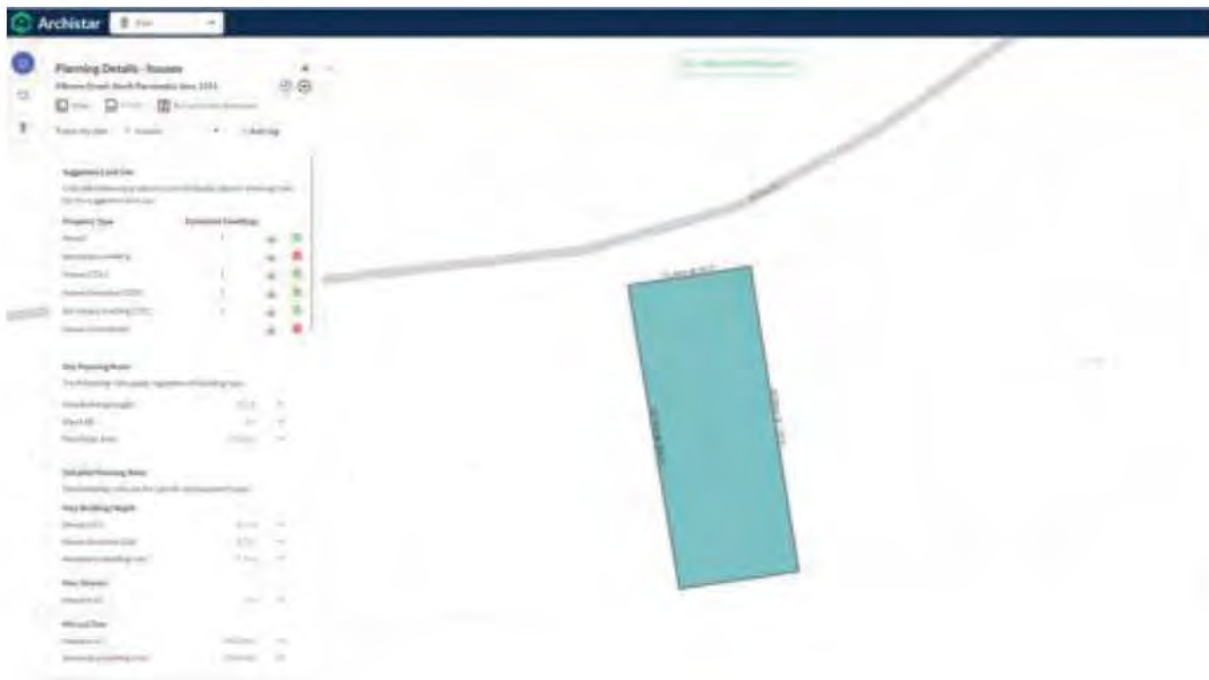
2: User downloads Template (User Story)
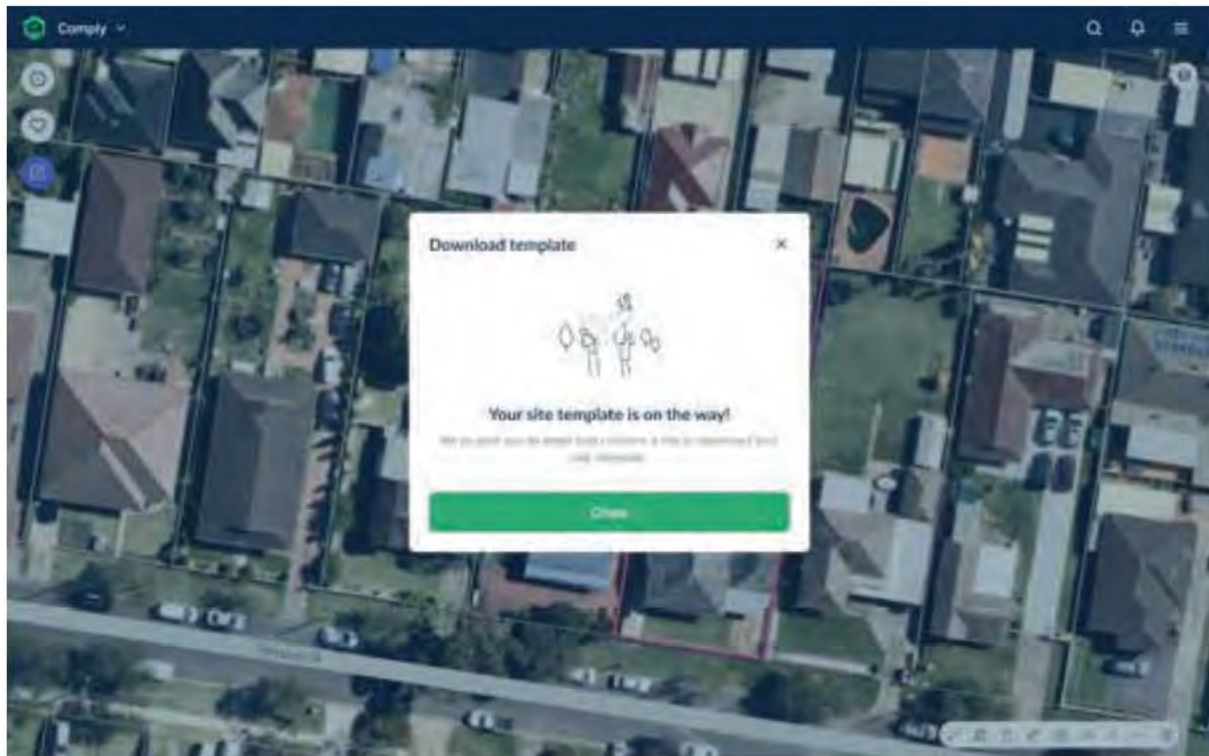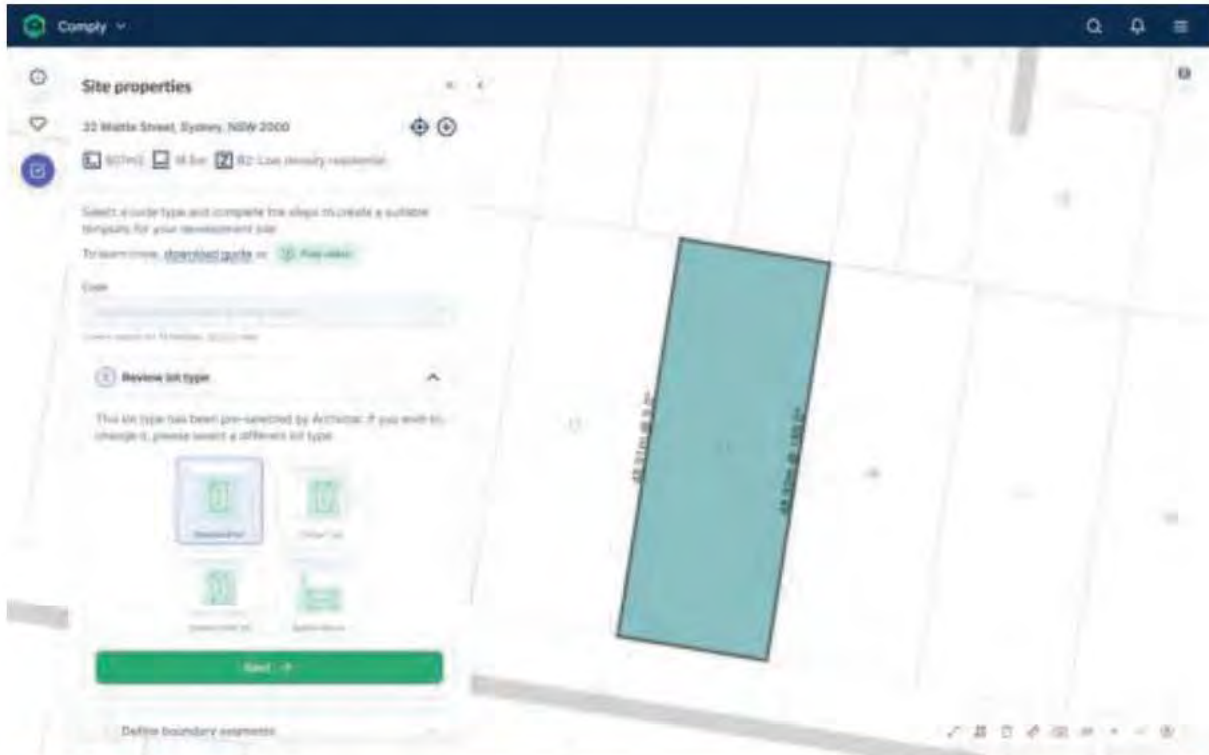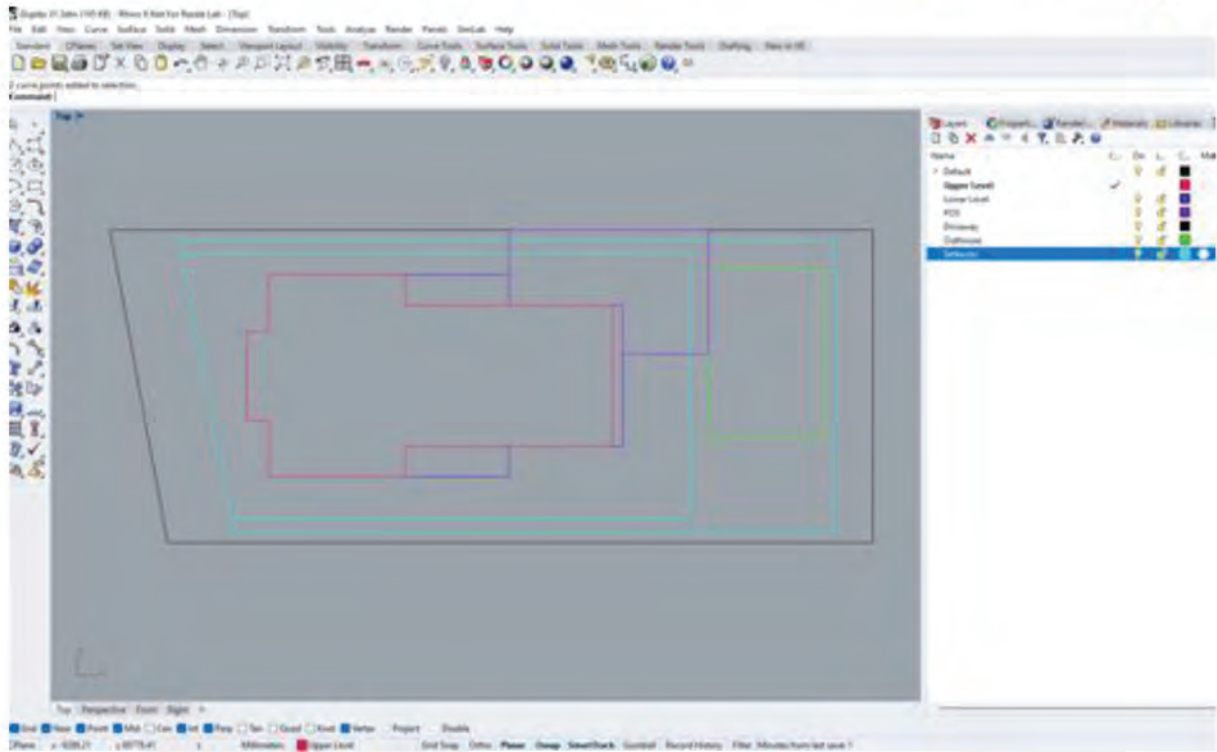
3: Upload a design (User Story 5)
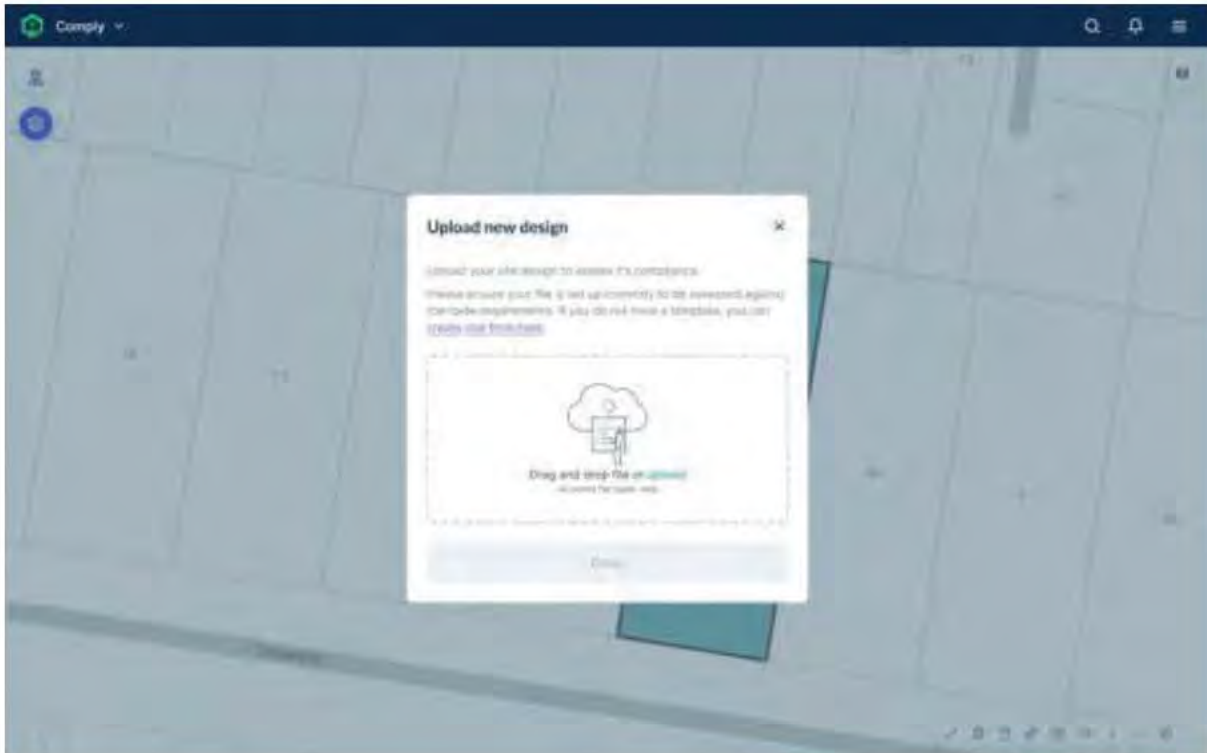
4: Place design on Property (User Story 6, 7)

5: eComply certificate (User Story 8)

2. Testing / Validation

To demonstrate the platform is working, Archistar will deliver testing results via a matrix of test cases. Archistar will take one or more compliant 3D building designs provided by the City of Vancouver and demonstrate a case study of pass / fail design for each criteria.

The tests will be conducted on 1-2 standard infill rectangle shaped sites to test the different threshold conditions.

Each case study will be presented with a compliance certificate for each design showing the individual criteria that passed / failed.

We will also provide a feedback / bug request portal for submissions by the selected testing team members.

3. Assumptions

- Archistar will use the RS-1 district schedule

- Archistar will provide a BIM template that can be downloaded from the site which has the correct layers, setbacks and site outline

- City of Vancouver will supply the following datasets:
  - Cadastre Land Parcels
  - GIS Zoning ShapeFile(s)
  - GIS Shape Files as available for Floor Space Ratio, Maximum Building Height, Min Site Area, Minimum Street Frontage
  - GIS Tree Layer (Optional)

- The BIM template will require simple metadata added to the design to allow for automated assessment. Instructions, templates and sample files will be provided.

- The platform will assess 15 clauses of the RS-1 - the primary zoning district for single family houses only with the criteria specified in Appendix 1

- Archistar will work with the City of Vancouver team to develop and provide the BIM designs for testing

- Formal testing with nominated users on live submissions is out of scope for this initial POC, however we will allow alpha testing with select users for feedback / testing during development. 20 user logins available with beta logins available for up to 12 months access at the conclusion of this project.

- The system will allow for anonymous user access as well as for registered users. Registered users should be able to login with their general City account.

- The City's Lead will ensure The City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.

- All submissions for each phase will be analysed on "flat" land with no terrain.

4. Deliverables POC 1

The following deliverables are for POC Phase 1:

ID	Description
1	Working platform delivering on the user stories outlined in this document
2	Clickable property lots with permitted use + planning rule details.
2	3 case studies with compliance certificates
3	1-2 designs in BIM format for testing
4	20 logins to the platform for testing, for up to 12 months
5	Instructions, templates and sample files
6	Feedback / Bug reporting portal
7	Discussion Papers: 1. Best practices to expose digitized rules and regulations, for potential consumption by other digital services via an API or similar 2. Recommendations for how to enable data in City's analytics ecosystem
8	Supporting documentation: 1. Configuration specification, including a logical architecture diagram for integrating Archistar to the Single Platform (SN) 2. Instructions for how-to migrate configuration from development into production environment 3. Lessons learned 4. Estimate of effort (time x resources), and potential cost, to implement a production-ready solution for a zoning district 5. Recommendations for future improvements

5. Timeline

PHASE 01: 15 Rules coded in by end of July 2022

#	Milestone	Date
1	Signed Agreement / PO Issued	22/6/2022
2	Project Commencement	24/6/2022
3	Prototype Interface - Upload designs and position on Site	4/7/2022
4	RS-1 code analytics v1	20/7/2022
5	Alpha testing with The City	20/7/2022
6	Downloadable report	25/7/2022
7	Delivery of Test Case Results	29/7/2022
8	Delivery of Searchable Digital Planning Rule Platform	29/7/2022
9	Beta Product ready for Pilot testing with The City on submissions	29/7/2022

PHASE 02: Additional rules coded in by end of September 2022

#	Milestone	Date
1	Project Commencement	TBA - mutually agreed start date for phase 2
2	RS-1 code analytics v2 - Additional Rules	-
3	Alpha testing with The City	-
5	Delivery of Test Case Results	-
6	Beta Product ready for Pilot testing with submissions	3+ months from start date

6. Cost

Milestone	Cost (ex GST)
Phase 1: - Digital planning rule platform with searchable lots - Digital compliance platform for accepting 3D submissions - Initial 15 Rules coded by 31st July 2022	CAD $40,000
Phase 2: - Additional rules coded in by end of September 2022 - Breakdown of **RS-1** district clauses to identify which items are easily coded, harder to code, and subjective to convert to code.	TBA
Phase 3: - TBA	TBA

Appendix 1: Code Criteria

Source: RS-1 district schedule
https://bylaws.vancouver.ca/zoning/zoning-by-law-district-schedule-rs-1.pdf

PHASE 1: 15 Rules coded in by end of July 2022

The proposed rules we would digitise in Project 1 would be:

RS-1 - Single detached houses and duplexes
Site Area (4.1.1) Height (4.3.1, 4.3.2) Front Yard (4.4.1c, d) Side Yard (4.5.1) Rear Yard (4.6.1, 4.6.2) Floor Space Ratio (4.7.1, 4.7.2, 4.7.3 a, b) Site Coverage (4.8.1 a, 4.8.2, 4.8.3)

PHASE 2: Additional rules coded in by end of September (or later) 2022

The proposed rules we would digitise in Project 2 would be:

TBA

PHASE 3: Other applicable planning rules to be considered to codify

Residential (RS, RT, RM, FM districts)	
Single detached houses and duplexes RS-1 RS-1A RS-1B RS-2 RS-3 and RS-3A RS-5 RS-6 RS-7 **Duplexes and multiple dwellings** RT-1 RT-2 RT-3 RT-4 all districts RT-5 and RT-5N RT-6 RT-7 RT-8 RT-9 RT-10 and RT-10N RT-11 and RT-11N	**Multiple dwelling** RM-1 and RM-1N RM-2 RM-3 RM-3A RM-4 and RM-4N RM-5 all districts RM-6 RM-7 all districts RM-8 all districts RM-9 all districts RM-10 and RM-10N RM-11 and RM-11N RM-12N FM-1

SERVICES CONTRACT

CITY OF VANCOUVER

City of Vancouver (the **"City"**)

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Name of City Project Manager: Elena Krsteva
Tel Number: 604-673-8424
Email: elena.krsteva@vancouver.ca

AND: **Solvera Solutions** (the **"Contractor"**)

having the following address:

1600, 255-5th Ave. S.W.
Bow Valley Square 3
Calgary, AB T2P 3G6

Name of the Contractor's Project Manager: Paul Chan
Tel Number: 403-815-3616
Email: paul.chan@solvera.ca

This contract for services is comprised of this cover page, the following parts A, B, C, and D, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, and D, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

The Contractor will perform the Services (defined in the Services Contract Terms and Conditions below).

The Contractor will work collaboratively with the City's team of business and technology subject matter experts, following an agile scrum product development framework, to improve the process through which applicants apply to the City through Vancouver.ca for new business licences. Business Licence Renewals are not part of the Services.

Currently, applicants can apply for a new business licence following the steps described with *Get a Business Licence* on vancouver.ca: https://vancouver.ca/doing-business/get-a-business-licence.aspx. This service is not fully digitally enabled and requires a number of manual activities performed by the applicants and staff.

The initial scope of the Services will be focused on reducing the amount of manual activities performed by City staff by eliminating the need of re-keying of data across multiple systems.

1.0   Scope of engagement:

The Contractor will sprint with the City for a duration of three two-weeks long sprints to develop and deliver the following improvements using the City's implementation of ServiceNow:

1)   Enable a Public facing "new business licence application" solution that:

a)   integrates with the existing Vancouver.ca brand https://vancouver.ca/dsg

b)   prior to applying for a new Business Licence, user creates a profile, or logs into their account if profile already created (see Authentication Assumptions)

c)   replace the PDF Application Form currently available at Step 3 from the Get a Business Licence page on vancouver.ca e.g. https://vancouver.ca/doing-business/get-a-business-licence.aspx with a webform that uses some rules to only present to the applicant the fields that are relevant (the rules should use answers/data provided by the applicant to determine additional needed fields)

d)   allow/request for uploading of documents based on aforementioned rules

e)   allow for bi-directional integration (read/write) with respective enterprise system of records i.e. Amanda (see Integration Assumptions)

f)   allow for payments via City's payment gateway solution i.e. Moneris (see Integration Assumptions)

g)   allow for integration (read) with 3rd party lookup services i.e. BC OrgBook (see Integration Assumptions)

2) Enable Staff facing functionality that would bi-directionally integrate (read/write) with respective enterprise system of records i.e. Amanda, that would allow for staff to:

   a) review and update submitted application information

   b) if needed, correspond with applicant and collect further information

   c) categorize application into correct business licence type

   d) when application considered ready/complete, trigger the transferring of the application information into enterprise system of record i.e. Amanda

3) Expose submitted application information, including uploaded documents, for internal consumption via ServiceNow API or other recommended best practices. (see Integration Assumptions)

4) Provide recommendation and best practices for how to:

   a) Track intake volume by status / by licence type / by document completeness

   b) Track time spent with Applicant vs. with the City, with breakdown by time spent on Assigned To Staff *<<Staff Name>>* or Team *<<Team Name>>*

   c) Enable data in City's PowerBI analytics ecosystem (see Integration Assumptions)

The Contractor will also document and deliver: (see Post Project Delivery Assumptions)

   a) Configuration specification

   b) Instructions for how-to migrate configuration from development into production environment

   c) Lessons learned

   d) Recommendations for future improvements.

5) Working Assumptions to the Scope of Engagement:

   General

   a) All working assumptions stated in the estimate will be validated with the City during project initiation.

   b) The City's business and technology teams have familiarity and working with Agile Scrum Product development.

   c) Solvera to use their own Project and Agile Scrum Methodology for Project Execution; which appears aligned to the City's implementation approach.

   d) Solvera Consultants will work remotely for all delivery/implementation effort.

   e) Development and delivery will be done in the City of Vancouver ServiceNow environments including development, testing, and production.

   f) The City will provide base security and architectural guiding principles that the Contractor needs to meet.

   g) All required background materials inclusive of existing Service Blueprints, journey maps and survey results will be shared with Solvera as part of onboarding.

   h) Estimate does not include City's internal project resources, including their Lead role(s).

   i) Solvera's proposal assumes a ServiceNow Customer Service Management and App Engine application and wssumes the City has licensing for ServiceNow Customer Service Management and App Engine.

   j) The City to provide User Experience and User Interface services.

   Service Portal

   k) Intermediate UI design that utilizes some OOTB functionality and requires customization (widgets and pages).

   l) Reimagine existing "BUSINESS LICENCE GENERAL APPLICATION" form into a Digital application format and experience.

   m) UI design will align to City's Vancouver.ca design guidelines.

   n) Service and User Design work does not assume working with external stakeholders.

Authentication

o)   User Authentication and user profiles will be a City of Vancouver scope item and will not require an additional integration from Solvera.

p)   The city will be responsible for the authentication used for external applicants.

q)   Active Directory (AD) authentication will be utilized for internal branch staff.

Integration

r)   Solvera will consume APIs for the following applications that are created by CoV IT resources and that are readily available and can be leveraged for this Project: BC OrgBook, CoV Payment API, AMANDA.

s)   Development & Test (non-Prod) environments are available for aforementioned applications.

t)   The City will provide MID servers for use.

u)   Section 3 "Expose submitted application information, including uploaded documents, for internal consumption via ServiceNow API or other recommended best practices." will not require an integration to be written by Solvera, but rather Solvera to coach the CoV IT resource efforts to complete the integrations that are in scope for that team. We assume this effort will not require s.21(1)

v)   "Enable data in City's PowerBI analytics ecosystem" As the scope and complexity has not been evaluated, we will determine whether such enablement can be completed within the three sprints.

Data Migration

w)   Assumes Greenfield implementation with no operational nor historical data migration requirement.

x)   Business Document Management

y)   No ECM/RM integrations identified; assumes ServiceNow "attached" files are sufficient for IM regulatory requirements.

Testing

z)   The City will be responsible for User Acceptance Test cases. Solvera to assist with this effort.

OCM & Training

aa)   The City will be responsible for all Organizational Change Management and Training preparation to support the go-live activities for technical operations, business operations, and customer support.

Workflow

bb)   Solvera's estimate is based on s.21(1)

cc)   Business License Application: 1 Complex workflow and 1 catalog items

dd)   Complex catalog item are estimated to be approximately: 10 fields   or, 3 tasks or, 3 approvals.

Reporting

ee)   Reportable data will be stored in ServiceNow, and scope of reporting will be accomplished with ServiceNow reporting tools.

ff)   Any compliance and audit processes assumes to utilize ServiceNOW reporting features only.

gg)   Provide guidance required to extract data from ServiceNow for 3rd Party reporting needs

Project Delivery

hh)   Key City business and technology project staff and technical/functional SMEs will be available to deliver on their scope of work, attend workshop sessions, project activities, meetings, and training to keep to the estimated duration.

ii)   Core set-up of ServiceNow environments by the City and their vendor(s) i.e. Effort to set up PROD environment not included in estimate).

jj)   The City will be responsible to make required changes to vancouver.ca for portal access.

   kk) Solvera will provide documentation to support knowledge transfer for transition to operations.

Post Project Delivery

   ll)   The City will be responsible for legacy system decommissioning activities.

  mm) Configuration specifications, Instructions for how-to migrate configuration from development into production environment, Lessons learned, Recommendations for future improvements will be compiled during the sprints and will be delivered as part of the post sprint wrap-up activities. Solvera assumes these activites will be to the level that can be accommodated in the wrap-up period.

2.0   Implementation approach:

Development and delivery will be done in the City of Vancouver ServiceNow development environment and all access and any licensing required in the environment will be provided by the City of Vancouver.

The City will provide base security and architectural guiding principles that the Contractor needs to meet.

s.21(1)

Sprints will be coordinated as a joint effort between the City's Lead and the Contractor's Lead. City's Lead will ensure City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are resolved promptly.

s.21(1)

Solvera's contribution to the scrum team will include the following roles as required:

- Management Consultant Leads
- Project Manager and Scrum Master
- ServiceNow Process Consultants
- ServiceNow Technical Consultants
- Solution Architect
- Service Designer

The City will own all deliverables including all intellectual property associated with the deliverables described in the Scope of engagement section above.

3.0   Payments:

The Services will be delivered as a time and materials engagement where the Contractor will track the hours of the individual Contractor team members and invoice the City on a monthly basis for time spent.

4.0   Start date for the Services: July 11, 2022

The Contractor agrees to complete the Services by: September 2, 2022

PART B - FEES AND EXPENSES:

Fees: $181,060 (not including GST or PST for Section 1 – Scope of Engagement)

Expenses: Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions)

Maximum Amount of Fees and Expenses
(the "**Maximum Amount**"): <u>$181,060</u> (not including GST or PST)

Billing Date(s):   See Section 20 of the Services Contract Terms and Conditions

Definitions:

"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.

"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.

Role	Hours	# Weeks	Rate	Cost
Management Consultant Lead	s.21(1)	8	s.21(1)	s.21(1)
Project Manager – Scrum Master		8		
Sr. Process Consultant		8		
Sr. Technical Consultant		8		
Solution Architect		8		
Service Designer		8		
Integrations Consultant		8		
Total		8		$181,060

Optional Services

to be determined by the City at later stage

1)   Organizational Change Management (OCM) - s.21(1)
   - Organizational Readiness Assessment
   - Change log
   - Support model workshop
   - Communication deliverables including Knowledge Base articles.
2)   User Acceptance Testing, Transition & Go-Live Support - s.21(1)
   - Service Desk Documentation and Transition support
   - Enhanced Service and Product Design activities and deliverables.
   - Cutover Planning Assistance – Assisting with the preparation for the technical and non-technical activation of the system in production.
   - Transition Planning Assistance – assisting with the preparation for transition to operations for both the city's technical support and business operations.
3)   Warranty and Sustainment Support - s.21(1)

Total Optional Services: s.21(1)

PART C: APPROVED SUBCONTRACTORS

None.

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

(a)   Commercial general liability insurance with a limit of not less than $2,000,000 per occurrence and a deductible of not more than $5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, sudden & accidental pollution, completed operations, or property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City, and will name the City and the City's officials, officers, employees and agents as additional insureds;

(b)   Professional (errors and omissions) liability insurance policy with limits of not less than $1,000,000 per claim and not less than $2,000,000 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

(c)   Technology error & omissions and cyber liability insurance with policy limits of not less than five Million Dollars ($5,000,000) per claim and an aggregate of not less than Five Million Dollars ($5,000,000), and a deductible of not more than Five Hundred Thousand Dollars ($500,000), protecting the Supplier and Supplier's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Supply.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

The parties hereto have duly executed this Contract as of the 8th day of July, 2022.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: **Huan Ngo** Digitally signed by Huan Ngo
Date: 2022.07.14 09:20:20
-07'00'

Huan Ngo, Category Manager
Supply Chain Management

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _Shelley Paterson_   07/12/2022

Signature

Name: Shelley Paterson
EVP, Growth and Client Experience

Per: _____   07/11/2022

Signature

Name: Mark Blake
Director, Client Experience

<div align="center">SERVICES CONTRACT TERMS AND CONDITIONS</div>

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "**Services**"), all in accordance with the Services Contract (this "**Contract**"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.

2. **Provision of Service Inputs**. Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.

3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with 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 Contractor and its personnel and the Services.

4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of the this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("**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 this Contract 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 Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor 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 Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, 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 Contractor hereunder.

5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.

6. **Reporting**. The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.

7. **Deliverables**. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "**Deliverables**"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers

to the City, 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. The Contractor will permit the City to inspect and copy all Deliverables.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential <u>all</u> Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.

9. **Insurance**. The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.

10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

    Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.

12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.

15. **Conflict of Interest**. The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.

16. **Release and Indemnification**

    a. <u>Release</u>

       The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage

or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.

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

c. Indemnity
Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions and causes of action ("**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

d. Separate from Other Remedies and Rights
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. Survival of Release/Indemnity
This Section 16 will survive the expiry or sooner termination of this Contract.

B. **CHANGES TO SERVICES**

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. **Changes to Key Personnel**. The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. **PAYMENT**

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
- City purchase order number;
- Name of the City's Project Manager;

- Invoice number and date;
- Details of any applicable taxes; and
- Tax registration number(s).

21. **Builders Lien Act**. If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "**Lien Act**"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.

22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

23. **Withholding for Non-Residents**. If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.

25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.

26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. **GENERAL**

27. **Time for Performance**. Time is of the essence in this Contract.

28. **Amendments**. No modification of this Contract is effective unless it is in writing and signed by all the parties.

29. **Entire Agreement**. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.

30. **Conflict**. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.

31. **Severability**. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.

32. **Termination.** The City may terminate this Contract:
a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
If the City terminates this Contract under paragraph b. above, the City must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

33. **Binding Effect**. This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.

34. **Voluntary Agreement**. The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

35. **Further Assurances**. The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be

made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.

36. **Headings**. The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.

END OF TERMS AND CONDITIONS OF SERVICES CONTRACT

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice <u>before</u> sending the certificate out for completion
Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** _____ City of Vancouver, 453 W 12ᵗʰ Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

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

   Solvera Solutions Partnership

   MAILING ADDRESS:

   201 - 1853 Hamilton Street, Regina, SK Canada S4P 2C1

   LOCATION ADDRESS:

   255 5 Avenue SW, Unit 1600, Calgary, AB Canada T2P 3G6

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

   Contract CFI PS#20220333 Digital Regulations & Business Rules Ecosystem

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

   (All Risks Coverage including Earthquake and Flood)

		INSURED VALUES: (Replacement Cost)	
INSURER: Lloyds Underwriters as arranged by Beazley Canada Limited		Building and Tenants' Improvements: $	
TYPE OF COVERAGE: Broad Form		Contents and Equipment: $ 375,900	
POLICY NUMBER: s.15(1)(l)		Deductible Per Loss: $ 1,000	
POLICY PERIOD: From May 31, 2022 to May 31, 2023			

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions:

   √ **Personal Injury**
   √ **Products and Completed Operations**
   √ **Cross Liability or Severability of Interest**
   √ **Employees as Additional Insureds**
   √ **Blanket Contractual Liability**
   √ **Non-Owned Auto Liability**

   INSURER: Lloyds Underwriters as arranged by Beazley Canada Limited
   POLICY NUMBER: s.15(1)(l)
   POLICY PERIOD: From May 31, 2022 to May 31, 2023

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Per Occurrence:	$ 5,000,000
Aggregate:	$ 5,000,000
All Risk Tenants' Legal Liability:	$ 5,000,000
Deductible Per Occurrence:	$ 1,000

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

INSURER:	**LIMITS OF LIABILITY:**
POLICY NUMBER:	Combined Single Limit: $
POLICY PERIOD: From ____ to ____	*If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

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

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
   b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
   c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Kate Dolinski (signature)

Dated: *July 11, 2022*

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

Kale Dolinski, EQUA Specialty Risk Partners Corporation, 2010 11th Avenue, Regina, SK Canada S4P 0J3

InsuranceCertificates-COVGeneral-2014-09

CITY OF VANCOUVER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

   Solvera Solutions Partnership

   MAILING ADDRESS:

   201 - 1853 Hamilton Street, Regina, SK Canada S4P 2C1

   LOCATION ADDRESS:

   1600, 255 5th Avenue SW, Calgary, AB Canada T2P 3G6

   DESCRIPTION OF OPERATION/CONTRACT:

   Contract CFI PS#20220333 Digital Regulations & Business Rules Ecosystem

3. **PROFESSIONAL LIABILITY INSURANCE**

   INSURER: Lloyds' Underwriters as arranged by Beazley Canada Limited

   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: From May 31, 2022 to May 31, 2023

   LIMITS OF LIABILITY:

   Per occurrence/claim: $ 5,000,000

   Aggregate: $ 5,000,000

   Deductible per occurrence/claim: $ 25,000

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: December 23, 2005

4. **POLICY PROVISIONS:**

   Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   Dated: July 11, 2022

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

   Kale Dolinski, EQUA Specialty Risk Partnership Corporation, 2010 11th Avenue, Regina, SK S4P 0J3 306 216 0140

InsuranceCertificates-COVProfessionalLiability-2010-03.dot

CITY OF VANCOUVER

CYBER LIABILITY INSURANCE CERTIFICATE

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.

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

   Solvera Solutions Partnership

   BUSINESS TRADE NAME OR DOING BUSINESS AS

   BUSINESS ADDRESS

   1600, 255 5th Avenue SW, Calgary, AB Canada T2P 3G6

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

   Contract CFI PS#20220333 Digital Regulatuons & Business Rules Ecosystem

3. **CYBER LIABILITY INSURANCE (Claims Made Basis)**

   INSURER: Lloyds Underwriters/Beazley Canac **POLICY NUMBER:** s.15(1)(I)

   POLICY PERIOD: FROM: May 31, 2022 **To:** May 31, 2023

   LIMIT OF LIABILITY : $5,000,000

   Sublimits of Liability:

   Security and Privacy Liability: $5,000,000   Network Interruption: $5,000,000

   Event Management : $1,000,000   Cyber Extortion: $1,000,000

   Media Content: $5,000,000   Technology Errors & Omission: $5,000,000

   RETENTION $25,000

4. **POLICY PROVISIONS**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
   b) *THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
   c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Date July 11, 2022

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

Kale Dolinski, EQUA Specialty Risk Partners, 2010 11th Avenue, Regina SK 306 216 0140

CYBER LIABILITY - 30 days

SOLVERA

together,
let's do great things

PROPOSAL SUBMISSION

Call for Innovation – Digital Regulatory & Business Rules Ecosystem (CFI No. PS20220333)

Proposal Closing Date: April 14, 2022 – 3:00 p.m.

Prepared for:

CITY OF VANCOUVER

Contact:

Mark Blake, Client Executive
Solvera Solutions
Phone: (587) 797-7757
Email: Mark.Blake@Solvera.ca

TABLE OF CONTENTS

CONFIDENTIALITY STATEMENT

1.0 EXECUTIVE SUMMARY

Solvera Solutions (Solvera) is pleased to respond to the City of Vancouver (the City's) Call for Innovation (CFI). Your CFI shows that the City is looking to embark on a significant journey to transform the way you work, and the way you deliver services within a digital regulatory and business rules ecosystem.

As a starting point, the City has requested a Proof of Concept with technologies that will assist you in meeting the objectives you have identified in your challenge statement. Our interpretation of your challenge statement leads us to believe you have an overarching need for a single, cohesive digital platform that integrates all of your needs related to regulation and business rule lifecycle management, the need for clear regulations and business rules, and the need for your citizens, council and staff to work within a self-service portal.

We appreciate that the City is looking for innovative approaches and solutions through this CFI, and that is exactly what we are aiming to bring you. We would like to recommend a "crawl-walk-run" approach to building a Proof of Concept that has proven successful for many other organizations in improving outcomes. In our experience, new technology is more likely to succeed when an investment has been made in exploring a platform strategy.

In the attached proposal, we explain s.21(1) s.21(1) , and the benefits it can bring you in the early stages of platform development.

Our proposed approach is proven and follows two connected paths. This will be a 12-week process in which Solvera and the City will work together to understand your users and their context; unify your vision, goals and processes; and build strategic and relevant new business opportunities. Outcomes for this engagement will be:

- **Innovative delivery platform service design and strategy** which helps the team design and deliver the highest value PoC in the short-term, and in the long-term a way forward reference for ongoing platform prioritization, planning, budgeting
- **Innovative Platform - Proof of Concept** to help visualize the potential delivery framework – this activity will start after some initial joint working sessions and run in parallel with the service design and strategy stream. The POC is not intended to be a production ready pilot or prototype. The POC helps with getting all stakeholders and members of the team aligned, helps with internal communication of the vision, and stimulates new initiatives based on the perceived value of what people are seeing. The POC is used as part of the planning process and informs any subsequent phases during which production systems are built.

You have begun an exciting journey to deliver superior, innovation-led and citizen-centric services to your stakeholders; Solvera is very excited at the possibility of joining you on your journey. As a western-Canadian digital advisory and technology organization, Solvera

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specializes in government service transformations. We have helped public sector, government and municipal clients like the Government of Alberta and Government of Saskatchewan address challenges very similar to those you have described in the CFI – and we share specific examples in the attached proposal. Through our work in the public sector, we have worked with and integrated a number of technologies to deliver enterprise-wide business solutions that address the immediate needs, but that can also grow with organizations as needs evolve and expand in the future.

In addition to our unique experience that aligns so well to your CFI, the way we work with our clients is one of the things that truly sets Solvera apart. Working with you, we will bring a one-team approach, flexibility and collaboration, with a proven relationship management and delivery excellence model that is at the foundation of our client relationships. Our proposal focuses on the approach and solution that we believe will be ideal to set you up for future success - and when you have finished reviewing the proposal, we encourage you to reach out to us so we can learn more about one another, so you can meet our digital advisory team, and so we can bring our proposal and organization to life for you through a real-time presentation/discussion and answer any questions you may have.

We have responded to this CFI because we see a very strong fit in terms of the value Solvera can bring to the City and the challenges you have described, and we look forward to further exploring this opportunity with you. Please reach out to me anytime at mark.blake@solvera.ca to arrange next steps.

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2.0 RESPONSE TO EVALUATION CRITERIA

2.1 Proposed Approach

Your proposed approach on how to solve the Challenge Statement (40 points)

2.1.1 INTRODUCTION

A study of 1,435 successful companies spanning forty years revealed that success was rooted in organizations using technology to accelerate their business momentum, rather than create it.[1] When it comes to technology adoption a crawl-walk-run approach improves outcomes. Successful organizations avoid 'leapfrog' investments and instead align their technology with their core mission to make choices based on sustainability over gratuitously adopting new technology.

At Solvera we understand that leveraging your investments to improve standing offerings and levels of services is the right focus rather than forcing an effort to create something new.

"AS WE SPEAK WITH MORE AND MORE ORGANIZATIONS, WE NOTE HOW THEY ARE LEVERAGING A STANDARDIZED PLATFORM TO ENABLE BUSINESS AGILITY. WE ARE EXCITED TO HELP YOUR ORGANIZATION REALIZE ITS VISION OF ENABLING ONE DIGITAL SOLUTION FOR THE DEVELOPMENT REGULATORY MARKET."

Solvera proposes using s.21(1)

s.21(1)

s.21(1)

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[1] *Collins, Jim (2001) Good to Great. Random House Business Books*

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s.21(1)

2.1.2 REGULATORY ECOSYSTEM STRATEGY

Our proposal is to help you craft a high-level Regulatory Ecosystem Strategy; a pathway to enable the regulatory community to identify how to use technologies like s.21(1)

for the benefit of the city. Our goal is to help you enable faster and smarter regulatory intelligence by:

- Building a visual go-to reference point for strategic planning and technology enablement in your regulatory ecosystem space.
- Building for trust in designing a regulatory platform to enable your organization to make better decisions, faster.
- Mapping the paths to strengthening your foundation for a data-driven regulatory environment.
- Identify ways to maximize the value of your data assets, enabling business agility and allowing your stakeholders to act faster to drive growth and investment over time.

This process is not driven by technologies, but by use cases in your organization's regulatory ecosystem. We will help you build a user-centric innovation strategy to empower your team on shaping solutions through design-thinking workshops. We imagine facilitating a series of workshops to:

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s.21(1)

2.1.3 SINGLE COHESIVE DIGITAL PLATFORM PROOF OF CONCEPT (POC)

Our proposal also contemplates creating a Proof of Concept (POC) to facilitate common understanding of the potential direction. The POC will design a web portal demonstrating the potential for a number of client interaction mechanisms including:

- automated virtual assistants to increase self-service and improve access to services for City's customers and staff who may be finding it difficult to understand which rules apply under what conditions for which types of property development projects or requests

- use of geospatial tools to provide a variety of user services, using the visual effects of the mapping to add clarity and provide information more rapidly.

- workflow automation to enable the processes in a consistent and rapid fashion. Workflow will enable the ability to predict timeframes and provide service levels to the City's customers.

- a catalogue of services providing a list of the services that are available and enabled by the technology

- policy enablement using a rules engine which will help make the rules easier to maintain and more consistently applied, reducing the dependency on human interpretation. Rules engine-based processing allows for what-if scenarios to be modeled which provides additional guidance to policy decision making.

- enhanced reporting to both the end clients and the City staff.

The intended outcome is to show, conceptually, how these functions and services will result in increased satisfaction, reduced effort and a better emotional service experience for all the stakeholders. The POC will be measured on how it significantly improves self-service, and improved management effectiveness.

> *"PLATFORM INNOVATION ENABLES ENTERPRISES, REGULATORS, AND TECHNOLOGY PROVIDERS TO ACCELERATE THE ADOPTION OF DIGITAL SERVICES. OUR DEEP THINKING TEAM HAS A COMBINED EXPERIENCE OF 30+ YEARS IN DESIGNING AND DELIVERING INNOVATIVE SOLUTIONS. WE BELIEVE THAT DIGITALLY ENABLED BUSINESS AND SERVICE MODELS ARE CRITICAL FOR ECONOMIC GROWTH AND A SUSTAINABLE FUTURE. AND WE HELP OUR CLIENTS ACHIEVE THIS BY PROVIDING END-TO-END DELIVERY OF INTELLIGENT DIGITAL SOLUTIONS."*

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2.1.4 AGILE DELIVERY

Our proposal will take an Agile approach using sprint ahead and sprint UAT teams to produce a mixed backlog. While Sprint ahead activities will focus on understanding the platform requirements, the build team will focus on iteratively creating a POC. The Sprint UAT team will focus on communicating the proof of concept to key stakeholders and incorporate their feedback by bringing it back to the build team.

- **Sprint ahead design team:** focused on requirements and validating assumption
- **Build team:** focused on developing the proof of concept
- **Sprint UAT team:** incorporating stakeholder feedback into the build process

s.21(1)

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2.1.5 EXAMPLE PRODUCT BACKLOG

We will treat your challenge statements as themes for the agile development of the POC and target building a thin vertical slice that demonstrates the potential for business transformation and innovation by leveraging our proposed POC platform. This way of working would be tailored to suit the needs of the POC objectives and team.

s.21(1)

2.2 Portfolio of Past Deliverables and Work

Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (15 points)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

s.21(1)

2.3 Skillset and Experience

Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (15 points)

2.3.1 SERVICES

As a trusted leader in IT-enabled business solutions since 2005, Solvera Solutions delivers high-value digital business transformation solutions. With more than 400 professionals, we are the local choice for our western Canadian clients in BC, Alberta, Saskatchewan and Manitoba.

Solvera's portfolio of solutions and services is designed to fuse your unique business needs with the right technology solutions, leading to a transformation in the way you work and serve your citizens. We focus on helping you achieve business outcomes, continuous innovation and measurable organizational benefits through our Application, Modern Workplace, SAP and ServiceNow Solutions. Our Solutions are complemented by a holistic range of Consulting services, as illustrated below:

ENABLING DIGITAL BUSINESS TRANSFORMATION

s.21(1)

A key area of our Strategic Consulting Services directly related to the type of engagement we are recommending, which is Digital Advisory Services, which includes Service and UX Design.

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Digital Advisory

To be successful in any modernization initiative, you need to start with customer needs and business insights that inform the way forward.

Our cross-discipline digital advisory team will help facilitate strategic conversations to drive out root problems and key roadblocks and identify opportunities for real and practical growth. We will guide your teams in establishing a digital strategy that aligns with your operational and technology priorities, and business outcomes. We will help you build solutions that keep the needs of your customers, citizens and staff front and centre.

Our team will continue to walk alongside you as you level-up your business, service, or operating model. We will help you understand how to digitally enhance your operations and work with your leaders and teams to establish a right-fit transformation delivery model, governance team and key performance measures.

It takes a thoughtful, systems-thinking approach to plan the future of your business – Solvera's experienced digital advisory consultants will partner with you during this critical process to achieve results with highest strategic value.

Our certified management consulting team has deep transformation management and strategy experience. We are recognized industry leaders who design enduring business management systems, leverage established digital advisory methods such as service design (IDEO), road mapping (TOGAF), proof of concept (Kanban/Agile). We bring together innovative teams and work together with clients to transform and modernize business models, strategies, cultures, and service evolution.

While the firm has a deep playbook of methodologies and client experiences our consultants are also expert enough to real-time tailor our methods to align best with your team's evolving needs and a municipal government organization structure and cultural environment.

Service and UX Design

Human-centred design takes your citizen experiences to the next level.

Through hands-on research with your users and stakeholders, our design team gains an in-depth understanding of experience pain points, gaps, and innovation opportunities.

Our findings inform a collaborative co-design process, empathizing with users and stakeholders while working with them to frame your digital or product strategy, and mapping out potential solutions. Those solutions are then refined through an iterative, evidence-based process grounded in testing and feedback. Our process cultivates appreciation for divergent ideas and challenging assumptions, reframing problems to achieve the best, most innovative design for your solution.

Service and UX Design unlocks impactful, usable, and enriched end user experiences—critical success factors in your digital transformation initiatives.

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2.3.2 TECHNOLOGY

s.21(1)

Each of these key partnerships are well recognized, industry-leading in their own right. In addition to these partnerships, we work with many other industry-leading technologies to help bring our clients unique, integrated solutions that solve complex business challenges.

For the City, we envision the following components could play a part in the Proof of Concept:

s.21(1)

s.21(1)

s.21(1)

s.21(1)

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2.4 Schedule and Delivery Approach

Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)

s.21(1)

23

s.21(1)

24
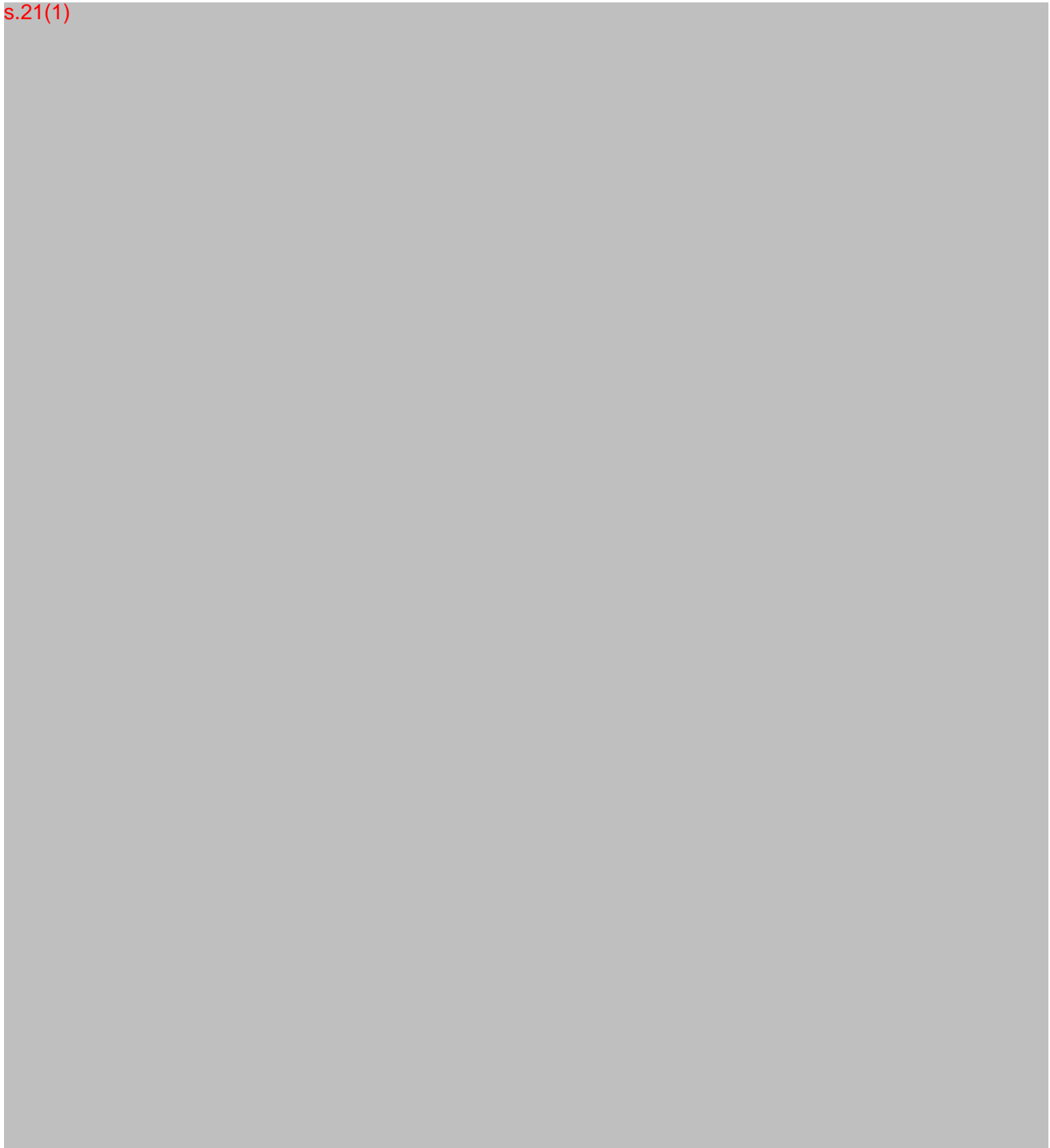
s.21(1)

2.4.2 PHASES AND ACTIVITIES

CFI - Discovery and POC Buildout	1	2	3	4	5	6	7	8	9	10	11	12
Background review; project kick-off; problem statement & success criteria	2 weeks											
Digital Advisory through Service Design and s.21(1) Develop visual ecosystem journey and user personas			3 weeks									
Finalize conceptual **Solution architecture** diagram						2 weeks						
Proof of concept - build			10 weeks									
Project coordination	11 weeks											
CFI outcome communications												1 week

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Outcomes

Weeks 1 -2

Plan and Kickoff

s.21(1)

Quantify the value of solving the problem

s.21(1)

Weeks 2-4

Understand users and their context

Unify vision, goals and processes

Build strategic relevant new business opportunities

s.21(1)

Weeks 1-12

Prototype and Validate

s.21(1)

Architecture Strategy

s.21(1)

Final Presentation and Project Close-Out

s.21(1)

Iterative Development

s.21(1)

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2.5 Total Cost of Building a Proof of Concept

Your total cost of building a PoC and accompanying deliverables, that will demonstrate feasibility of proposed solution (20 points)

The Proponents are required to provide an estimated cost for building a Proof of Concept ("PoC") and the accompanying deliverables, to demonstrate feasibility of their proposed solution.

If the proposed solution includes costs such as, but not limited to, licensing, storage, use of platforms, etc., please include them as additional information.

s.21(1)

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s.21(1)

The estimated cost provided above are for Solvera digital advisory services, and will be validated as part of the initial project planning against assumptions we have used to build this estimated cost for you.

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3.0 SIGNED ADDENDA

CITY OF VANCOUVER

March 31st, 2022

CALL FOR INNOVATION "CFI" No. PS20220333
DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM

AMENDMENT No. 1

RE: PART A - INFORMATION AND INSTRUCTIONS, Section 4.0 - EVALUATION CRITERIA

CURRENTLY READS:

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (50 points)
- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (20 points)
- Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (20 points)
- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)

REPLACE WITH:

Received proposals will be evaluated using the following criteria:

- Your proposed approach on how to solve the Challenge Statement (40 points)
- Your portfolio of demonstrable past deliverables and work relevant to the challenge statement, including but not limited to PoCs, prototypes, MVPs, solution and architecture design outputs and documents, etc. (15 points)
- Your proposed team's skillset and experience, including but not limited to demonstrated in-depth understanding of digital rules and decision engine services, decision model and notation (DMN), artificial intelligence (AI), deep neural networks (DNN), machine learning (ML), front-end development, graph database technology, agile project management, etc. (15 points)
- Your proposed schedule and delivery approach to resolve the Challenge Statement, with a prompt timeline and an iterative process encouraged (10 points)
- Your total cost of building a PoC and accompanying deliverables, that will demonstrate feasibility of proposed solution (20 points)

City of Vancouver, Finance, Risk and Supply Chain Management
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7263 *fax:* 604.873.7057
website: vancouver.ca

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RE: PART A - INFORMATION AND INSTRUCTIONS

PLEASE ADD:

9.0   PRICING

The Proponents are required to provide an estimated cost for building a Proof of Concept ("PoC") and the accompanying deliverables, to demonstrate feasibility of their proposed solution.

If the proposed solution includes costs such as, but not limited to, licensing, storage, use of platforms, etc., please include them as additional information.

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to your Proposal form.

Solvera Solutions
_____
NAME OF VENDOR

Jenny Noble, Regional Director
_____
SIGNATURE OF AUTHORIZED SIGNATORY

April 14, 2021
_____
DATE

Wen Shi
Buyer

City of Vancouver (the **"City"**)

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Name of City Project Manager: Arron McCurdy

Tel Number: 604 354 8634
Email: arron.mccurdy@vancouver.ca

AND: **Deloitte Inc.** (the **"Contractor"**)

having the following address:

410 W Georgia St,
Vancouver, British Columbia, Canada
V6B 0S7

Name of Contractor's Project Manager: Joe Philbrook

Tel Number: 604 652 2672
Email: jphilbrook@deloitte.ca

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

As part of Deloitte's response to the City's Digital Transformation Program (DTP) Call for Innovation (CFI) PS20220333, the City wishes to engage Deloitte to complete the following services, per the areas of focus outlined in the Innovation Enablers section of their proposal:

o Assessing, validating and informing the Digital Transformation Program's (DTP) digital product / service approach (Agile Project Management)

o Providing input on the DTP's high level solution design, including our proposed approach to a digital / Bimodal rules ecosystem (Agile Project Management)

o Facilitation of digital product / service design and roadmap activities (validate and / or help shape future state targets for Low Density Housing and Business Licencing digital services) (Agile Project Management)

o Validation of DTP resourcing and budget estimates (Agile Project Management, Sustainment Operations)

o Various change & communication artefacts / approaches re the above items (Organizational Change Management & Training)

o Assessing & advising regarding platform licensing requirements to support the digital product roadmap

Throughout 2022, the City's DTP Team has worked through a number of discovery, planning and delivery activities that inform the current approach, resourcing and budgets. An integral part of this engagement will be a number of briefing sessions to bring Deloitte up to speed on this work.

The City expects that different advisors from Deloitte may be brought in to advise on different elements of the DTP, as needed, but the engagement would benefit from access to a consistent, lead advisor / consultant. The City's expectation is that Joe Philbrook will assume the role of lead advisor / consultant for this engagement, with ServiceNow-related subject matter expertise (SME) support coming from Bruce Cathcart.

Outputs from this engagement may be the creation of additional statements of work related to CFI PS20220333.

Start date for the Services: **April 24th, 2023**

The Contractor agrees to complete the Services by: **August 31st, 2023**

PART B - FEES AND EXPENSES:

Fees: s.21(1)

Applicable taxes are not included in the above fee and will be payable as applicable.

Expenses: Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions)

Maximum Amount of Fees and Expenses
(the "**Maximum Amount**"): s.21(1)

Billing Date(s):   See Section 20 of the Services Contract Terms and Conditions

Definitions:

"**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.

"**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.

PART C: APPROVED SUBCONTRACTORS

None

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

(a)   Commercial general liability insurance with a limit of not less than $5,000,000 per occurrence and a deductible of not more than $5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, completed operations, or property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City and will include the City and the City's officials, officers, employees, and agents as additional insureds.

(b)   Professional (errors and omissions) liability insurance policy with limits of not less than $1,000,000 per claim and not less than $2,000,000 in aggregate, 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.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

PART E: ADDITIONAL TERMS

None

The parties hereto have duly executed this Contract as of the _21st_ day of April, 2023.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: _Huan Ngo_
_____
        Huan Ngo, Category Manager
        Supply Chain Management

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _____
                    Signature

Name: _____Joe Philbrook_____

Title: _____Partner_____

Per: _____
                    Signature

Name: _____

Title: _____

<u>SERVICES CONTRACT TERMS AND CONDITIONS</u>

A.   CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessarily required for the proper completion of the services contemplated and described therein (the "**Services**"), all in accordance with the Services Contract (this "**Contract**"). The Contractor shall provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor shall comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.

2. **Provision of Service Inputs**.   Unless otherwise specified herein, the Contractor shall supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.

3. **Standard of Care and Applicable Laws**. The Contractor shall perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with 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 Contractor and its personnel and the Services.

4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of the this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("**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 this Contract or is otherwise provided, the foregoing warranty shall be valid for one month 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 Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor 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 Contractor with all reasonable expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, and agents from any liability, loss, cost, and expense arising either directly or indirectly from the Contractor's breach of any warranty it has given hereunder.

5. **Contractor Personnel.** The Contractor shall require that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.

6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.

7. **Deliverables**. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "**Deliverables**"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement, that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers (the "**Pre-existing Materials**"). Upon full and final payment due to the Contractor, all Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete

right to use and deal with the Deliverables (except for any Pre-existing Materials contained therein) for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, and upon full and final payment due to the Contractor transfers to the City, 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. The Contractor will permit the City to inspect and copy all Deliverables. The Contractor shall grant to the City with respect to Pre-existing Materials that the Contractor owns, a fully paid-up, perpetual, non-exclusive, non-transferable license to use the Pre-existing Materials as part of the Deliverables for the internal business purposes of the City.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential <u>all</u> Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent. Excluded from the definition of Confidential Information is:

    (a) information which is in, or becomes part of, the public domain, not due to the Contractor's breach of this Agreement or the Contractor's actions;

    (b) information which was previously in the Contractor's possession and did not originate from the City; and

    (c) information which lawfully becomes available to the Contractor from a third party not under an obligation of confidence to the City regarding such information.

    If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required If Contractor is required by any law, legal proceeding, or court or governmental order, to disclose any Confidential Information, the Contractor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to disclosure the Contractor will promptly notify the City in writing of the existence and the terms and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

    Contractor shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law or in order to meet its professional standard obligations, subject to its ongoing confidentiality obligations. Any Confidential Information stored in electronic backups will be overwritten in its ordinary lifecycle.

9. **Insurance**. The Contractor shall provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible).   If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.

10. **WorkSafeBC**. The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

    Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations

thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.

12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld, delayed or conditioned. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.

15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.

16. **Release, Limitation of Liability and Indemnification**
    a. _Release_
    The Contractor now releases the City and the City's personnel from all losses, including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services but excepting any such costs, losses, damages or expenses that are directly caused by the negligent acts or negligent omissions of the City or anyone for whom the City is responsible at law.

    b. _Acceptance "As Is"_
    In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

    c. _Limitation on Liability_
    Each party agrees that the other party, its contracted affiliates, affiliates, agents and subcontractors, and each of their officers, directors, partners, principals or other personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of s.21(1) In no event shall either party, its contracted affiliates, affiliates, agents or subcontractors or any of their officers, directors, partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, loss of revenues, profits, data, goodwill or failure to realize expected savings) nor shall they be liable for any claim or demand against the other party by any third party. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party shall apply for, nor otherwise request, any award of punitive or exemplary damages against the other party.

    d. _Indemnity_
    Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, permitted assigns and authorized representatives (in each case, an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions and causes of action ("**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of the Gross Negligent Acts or Omissions (as defined below) of the Contractor or the Contractor's personnel, permitted assignees, or subcontractors in connection with the performance of the Services under this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party or

any individual acting on the Client's behalf. For the purpose of this section, "Gross Negligent Acts or Omissions" shall mean any act or failure to act in connection with providing the Services that is (a) a substantial departure from the standard of care normally applicable to the provision of such Services under the circumstances in which such Services are provided or (b) intended to inflict, or which is in reckless disregard of or wanton indifference to, harmful consequences which Contractor knew or should have known could result from such act; provided, however, that "gross negligence" does not include mere ordinary negligence, any error of judgment or mistake made by Contractor or any partner, director, officer, employee or agent of Contractor (acting in good faith and following the practices, methods or acts as are customarily and usually performed with respect to the provision in Canada of services similar to the Services) in connection with providing the Services for the purposes of this engagement and is more than just neglect, the absence of ordinary care towards others or just inadvertence.

    e. _Separate from Other Remedies and Rights_
    Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

    f. _Survival of Release/Indemnity_
    This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
    - Contractor name, address and telephone;
    - City purchase order number;
    - Name of the City's Project Manager;
    - Invoice number and date;
    - Details of any applicable taxes; and
    - Tax registration number(s).

21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the _Builders Lien Act_ (British Columbia) (the "**Lien Act**"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.

22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

23. **Withholding for Non-Residents**. If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.

25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.

26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. GENERAL

27. **Time for Performance**. Time is of the essence in this Contract.

28. **Amendments**. No modification of this Contract is effective unless it is in writing and signed by all the parties.

29. **Entire Agreement**. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.

30. **Conflict**. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.

31. **Severability**. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.

32. **Termination.** The City may terminate this Contract:
    a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
    b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
    If the City terminates this Contract under paragraph b. above, the City must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
    The Contractor may refuse to perform any part of the Services that would place the Contractor in conflict with applicable Canadian or British Columbian laws or professional rules set by the Contractor's professional regulators.

33. **Binding Effect**. This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.

34. **Voluntary Agreement**. The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

35. **Further Assurances**. The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.

36. **Headings**. The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.

END OF TERMS AND CONDITIONS OF SERVICES CONTRACT

CLOUD SOFTWARE /SOFTWARE AS A SERVICE

SERVICES AGREEMENT

PS20230349-DBL-NOITC

Provision of Archistar Core Platform and End User Licensing

THIS AGREEMENT (the "**Agreement**") made as of the 30th day of May, 2023.

BETWEEN:

> **ARCHISTAR PTY LTD**, a corporation validly existing and registered in Australia with a registered office address at Mezzanine, Level 1-3, 388 George Street, Sydney NSW 2000, Australia
>
> ("**Vendor**")

OF THE FIRST PART

AND:

> **CITY OF VANCOUVER,** a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4
>
> (the "**City**")

OF THE SECOND PART

BACKGROUND:

A.   The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.

B.   Vendor has agreed to deliver the said software and 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   DEFINITIONS AND SCHEDULES

1.1   In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

(a)   "**Applicable Laws**" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.

(b)   "**City**" means the City of Vancouver.

(c)   "**Contract Price**" means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.

(d)   "**Data Compromise**" means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.

(e)   "**Documentation**" means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.

(f)   "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.

(g)   "**NOITC**" means Notice of Intent to Contract PS20230349-DBL-NOITC;

(h)   "**Personal information**" has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.

(i)   "**PIPA**" means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.

(j)   "**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.

(k)   "**Services**" means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (NOITC). For certainty, Vendor will perform all Services for the fixed Contract Price.

(l)   "**Software**" means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.

(m)   "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2   The following schedules are incorporated into and form an integral part of this Agreement:

(a)   Schedule A – Scope of Work

(b)   Schedule B – Privacy Compliance and Data Security

(c)   Schedule C - Certificates of Insurance

(d)   Schedule D – Contract Price

(e)   Schedule E – NOITC issued May 3rd, 2023

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and

prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.

2.3 The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.

3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

4.1 The City's right to use the Software is conditional upon the following. The City may not:

(a)   except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;

(b)   sell, rent or lease the Software;

(c)   make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);

(d)   create any derivative works based upon the Software or Documentation;

(e)   copy any feature, design or graphic in, or reverse engineer, the Software; or

(f)   use the Software in a way that violates any criminal or civil law.

4.2   The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.

5.0   DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS

5.1   Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

5.2   As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it.   Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.

5.3   Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

5.4   Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.

5.5   As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "**System Servers**"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters.   Vendor's primary server is located at **AWS**

Canada (Central Region). Vendor's secondary server is located at **AWS Canada Region.** Vendor's backup server is located at **AWS Canada Region.** If any System Server is hosted by a third party server/data host, such third party will be referred to as a "**Server Host**". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

5.6   Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).

5.7   Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.

5.8   Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

5.9   If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.

5.10   Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:

       (a)   single point of entry;

       (b)   main access monitored with additional access for emergency purposes only;

       (c)   surveillance cameras in physical data centre facility/room;

       (d)   access validation with identity check;

       (e)   access only to persons on Vendor approved access list;

       (f)   log-in validation;

       (g)   creation of accounts only as verified by Vendor;

       (h)   access to servers via encrypted means; and

       (i)   servers running behind secure firewall.

5.11   Vendor shall comply with the following in the event of a Data Compromise:

(a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

(b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.

(c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.

(d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.

(e) Vendor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

(f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.

5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.

5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0   WARRANTIES AND OTHER COVENANTS

6.1   **Software Warranties:** Vendor warrants that:

(a) the Software and Services will satisfy the requirements of this Agreement; and

(b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

6.2   **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:

   (a)   has full right, power and authority to enter into this Agreement and to perform its obligations under it;

   (b)   is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;

   (c)   is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;

   (d)   has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

   (e)   is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and

   (f)   all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3   Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

6.4   If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:

   (a)   modify the Software to conform to the requirements of this Agreement; or

   (b)   provide a workaround solution to the City's satisfaction that will meet the City's requirements.

   If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5   If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

(a)   obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or

(b)   modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0   TRAINING AND SUPPORT

7.1   **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2   **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3   **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 98 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0   TERM OF AGREEMENT

8.1   Subject to Section 10, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.

8.2   Subject to Section 10, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

9.0   CONTRACT PRICE

9.1   In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2   Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Vendor in connection with this Agreement unless and until the Vendor has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Vendor are in good standing up to the date that such payment is due.

9.3   The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4   Any delay from the timeframes set out in Schedule A - Scope of Work due to the Vendor not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

9.5   The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:

(a)   the invoice must correctly set out:

(i)   the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;

(ii)   the full name of the City's project manager; and

(iii)   the date and title of this Agreement,

(b)   must be signed by an officer of the Vendor and contain a statement certifying that the Vendor has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;

(c)   if Vendor is not a resident of Canada, for any Services performed by the Vendor in Canada, the Vendor shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.

9.6   All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.

9.7   Taxes.

(a)   **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Vendor relating to the Services, all of which the City will be liable to pay to the Vendor wherever the Vendor is required to collect and remit such amount to any governmental authority as a result of this Agreement.

(b)   **Vendor Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Vendor or its Affiliates on account of the Vendor's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.

(c)   **Each Party Responsible for Own Taxes.** Each of the City and the Vendor shall be responsible for paying those taxes applicable to it under Applicable Laws.

(d)   **Withholding Taxes**.

(i)   Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:

(1)   withhold an amount from a payment made to the Vendor; and

(2)   pay the withheld amount directly to the relevant government authority.

(ii)   If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Vendor on the date on which the remainder of the payment to which it relates was paid to the Vendor.

(iii)   Vendor agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).

(iv)   If the City does not withhold an amount under Section 9.7(d) that it is required to withhold pursuant to any Applicable Laws relating to taxes, the Vendor agrees to pay that amount to the City, upon request by the City and upon the City showing the Vendor the requirement to withhold under Applicable Laws.

(v)   Vendor agrees that the City shall not be required to increase any payment to the Vendor by the amount withheld by the City under Section 9.7(d).

10.0   CITY'S RIGHT TO TERMINATE

10.1   **Intentionally Deleted.**

10.2   **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0   VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1   **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

(a)   all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);

(b)   all work files and derivative copies of the Transmitted Data; and

(c)   all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2   **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3   **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4   **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0   INSURANCE

12.1   **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

(a)   professional liability insurance with policy limits of not less than $2,000,000 per claim (with a sub-limit of not less than $1,000,000 per claim for intellectual property infringement) and an aggregate of not less than $2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;

(b)   technology error & omissions and cyber liability insurance with policy limits of not less than $5,000,000 per claim and an aggregate of not less than $5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

(c)   commercial general liability insurance policy with limits of not less than $5,000,000 per occurrence, aggregate of not less than $5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

(i)   name the City and the City's officials, employees and agents as additional insureds;

(ii)   include a cross-liability or severability of interest clause or endorsement in favour of the City;

(iii)   include blanket contractual liability coverage; and

(iv)   Include non-owned auto liability coverage.

12.2   **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

(a)   be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

(b)   be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(c)   contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3   **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4   **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5   **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

12.6   **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor 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 Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0   **EXCLUSION OF LIABILITY**

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0   **RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES**

14.1   Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2   Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs 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 the

performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its 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 errors, omissions or negligent acts of an Indemnified Party.

14.3   The City hereby agrees to indemnify and save harmless the Vendor from and against all Claims that the Vendor 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 a material breach by the City of this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Vendor.

14.4   Each party's liability to the other party under this Article 14 for any Claims that are not covered and reimbursable under the indemnifying party's insurance policies is limited to $1,000,000.

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

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

14.7   The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0   CONFIDENTIALITY

15.1   The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.

15.2   In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

(a)   information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;

(b)   information which was previously in Vendor's possession and did not originate from the City; and

(c)   information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.

15.3   Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City 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 employees 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 and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.4   If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.

15.5   Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.

15.6   Vendor shall return all copies of the Confidential Information to the City, 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 City for return of the Confidential Information;

provided that the Vendor 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.

15.7   Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.

15.8   Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.

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

16.0   NO PROMOTION OF RELATIONSHIP

16.1   Vendor will not disclose or promote its relationship with the City, 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 the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

16.2 Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 UNAVOIDABLE DELAY

17.1 Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that 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, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0 NOTICES

18.1 Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

ARCHISTAR PTY LTD

Attention: *David Hunt*
E-Mail: *david@archistar.ai*

or his/her designate set out in an "Out of Office" email.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: *Arron McCurdy*
E-Mail: *Arron.McCurdy@vancouver.ca*

or his/her designate set out in an "Out of Office" email,

with a copy to:

City of Vancouver – Legal Services
453 West 12th Avenue
Vancouver, British Columbia   V5Y 1V4

Attention: *Francie Connell, Director of Legal Services*
E-Mail: *francie.connell@vancouver.ca*
Fax: *604-873-7445*

or her designate set out in an "Out of Office" email.

18.3   Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:

        (i)   if given by personal delivery, on the day of actual delivery thereof;

        (ii)   if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

        (iii)   if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0   INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

19.1   Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0   NO SUB-CONTRACTING OR ASSIGNMENT

20.1   Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0   MISCELLANEOUS

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

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

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

21.4 **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.

21.5 **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.

21.6 **Entire Agreement**. This Agreement and the schedules 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. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

21.7 **Amendment**. This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.

21.8 **Set-Off**. the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.

21.9 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.

21.10 **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.

21.11 **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts 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. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: _____
Signature

Benjamin Coorey, CEO
Print Name and Title

By: ___Robert Coorey_____
Signature

Robert Coorey, Secretary
Print Name and Title

CITY OF VANCOUVER

Huan Ngo
_____
Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

_____
Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

_____
Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Frances J. Connell
_____
Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

SCHEDULE A
SCOPE OF WORK

1.0 Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.

- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.

- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.

- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0 Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar across the following:

2.1 Functionalities

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

1) Work with the CoV team to incorporate the applicable rules (regulatory and / or business), on a defined product release basis, into the Archistar solution for use under the following, but not limited, uses:

   a) Exploration stage of the permitting customer journey : This allows a customer to do one of the following, while choosing to authenticate or not

- See all applicable rules (at a point in time as defined by each product release) for a specific parcel or geographic area

- See all applicable parcels or geographic areas based on the selected LDH service

- See all applicable parcels or geographic areas based on the selection of one or more rules (available at a point in time as defined by each product release)

- Search by Address

- Digital GIS Map Layers (to be supplied as available by CoV)

    o Cadastre Lot Parcels (minimum requirement)
    o Zoning (minimum requirement)
    o Maximum Height of Buildings (not mandatory if defined by zone)
    o FSR / FAR (not mandatory if defined by zone)
    o Risk layers - Flood, Bushfire (optional)
    o Heritage Sites (optional)
    o Contours (optional)

- Permitted Use will be determined based on Zone

- Digital Rules Template

- Digital Rules processed for

    o Laneway,
    o Single Detached,
    o Single Detached with a Secondary Suite,
    o Duplex,
    o Duplex with a Secondary Suite,
    o Multiplex (Townhouses)

- Digital rules will be enabled (as applicable, and noted with Functionalities - **Code Criteria**):

    o Permitted Use
    o Maximum Building Height
    o Maximum Gross Floor Area
    o Maximum Density
    o Minimum Lot Size
    o Minimum Street Frontage
    o Building Setbacks
    o Minimum Landscape Areas
    o Minimum Private Open Space
    o Maximum Building Dimensions

- Rules processed on individual lot level

- Hot Spots indicating lots that are suitable for the above building types based on zoning, permitted use and minimum lot size

- Filter by Permitted Use, Zone and Lot Size

- Interactive map with clickable lots that display permitted use and relevant planning rules

- Accessible to the public with free registration (email address or social login)

b) Within a Rules as Code (RaC) framework for regulatory rules and business logic, recommend the standard for which digital rules should be designed, implemented, and provided, based on Archistar's own best practices and those of other organizations working in RaC

- Work with CoV and its partners to inform and shape a RaC approach including resource competencies, rules triage framework and rules governance

- Design and language considerations for creating bimodal rules

c) Support identification of a suitable interim mechanism (or mechanisms) for drafting, reviewing, storing, accessing, linking, adjusting and synchronizing bimodal rules.

d) Help identify and support an efficient mechanism to ensure rule changes are systematically incorporated into the Archistar platform to support active CoV permitting services.

e) Provide input that may help shape the key capabilities an enterprise rules platform, especially with respect to the ability for 3rd party solutions to integrate with such a platform.

- Approach for consumption and integration of CoV digital rules from an external rules repository and / or digital rules engine

- Explore governance and pipeline development to publish rules as code as open data to allow for sharing and re-use

2) Consumption and integration of CoV digital rules from an external rules repository and / or digital rules engine

This is part of the larger bimodal rules approach where CoV aims to implement an enterprise rules platform. In the interim, it is expected that CoV rules will be directly housed in the Archistar platform.

3) Agree with CoV a governance approach to ensure changes by CoV to various policies (direct or indirect impact on rules) or specific rules are able to be incorporated into the Archistar ecosystem in a predictable manner and timeframe such that we are able to communicate with all impacted stakeholders (Council, City leadership, staff and customers)

4) Explore governance and pipeline development to publish rules as code as open data to allow for sharing and re-use

5) Integrate with an external identity solution

6) Extract data from Archistar into City's enterprise data ecosystem

7) Explore potential use of Archistar training materials for use by both staff and customers

8) Technical support of implemented service(s) and solution(s)

2.2 Implementation approach

Archistar's engagement with the Digital Transformation Program (DTP) will need to align with and / or help shape the DTP's current digital product (service) approach as outlined below:

1) Initial focus is on digital products (services) as they apply to CoV's Low Density Housing space with the following digital product areas being prioritized:

a) Laneway service

b) Single Detached

c) Single Detached with a Secondary Suite

d) Duplex

e) Duplex with a Secondary Suite

f) Multiplex

g) Combinations of the above

2) The DTP has committed to a 2-month product release cycle with the use of a rolling 2-3 release outlook (at any given point in time there will be a minimum of 2 – 3 defined product releases) per digital product The DTP implementation teams' follow a 2-week sprints cadence

3) Product releases are to be defined based on a combination of:

    a) desired value to be delivered

    b) user research insights

    c) data driven insights

    d) learnings from previous releases

    e) degree of readiness from enabling / supporting services and technologies

    f) subject matter expert (SME) capacity

4) Applicable rule areas primarily include but are not limited to:

    a) Zoning by-laws

    b) Development by-laws

    c) Building by-laws, including the Vancouver Building By-Laws (VBBL)

    d) Geo-spatial Rules(apply mostly to design to be built)

    e) Workflow Rules(steps/needed permits/needed reviews)/required documents

    f) Permits associated with a project type

    g) Reviews associated with permit type and / or project type

    h) Required documents associated with permit type and / or project type

    i) Required 3rd party services associated with permit type and / or project type

    j) Eligibility of Project Types

    k) Constraints / Thresholds of design

    l) Financial Calculations / Fees

    m) Qualifications

    n) Rules stemming from City and Council approved policies and / or action plans, regardless of whether they are directly related to one or more by-laws

5) Rule consolidation efforts are in progress, specifically across our residential (RS) zones. As a result, this may involve regular edits (adds, deletions, changes) to CoV rules that have already been digitally rendered as part of a previous product release or as part of an upcoming product release

6) The DTP will have a minimum of three (3) Senior Managers, Experiences & Products, each of whom will lead a core digital product team (Permitting, Licencing, Bimodal Rules, etc.). The Bimodal Rules team will be the primary on this engagement, supported by the Permitting team. We will use the rules that apply to the Low Density Housing (LDH) as the focus with an understanding that bimodal rule development will apply to rules and regulations that extend past the LDH space. Teams may be augmented by various subject matter experts (SMEs) across the City based on the nature of upcoming product releases. Where planned augmented resources become unavailable, the impacted product release(s) will be reviewed and adjusted as needed.

7) Change of Priority / Scope

    a) This contract sets out the agreed scope and order of deliverables as at the execution of this contract.

    b) This contract will allow for changes in priority and/or scope of the proposed rules, building typologies and/or codes based on the City of Vancouver's requirements or needs. Each change will need to be requested and assessed by the Archistar team.

c) If it is determined that the requested change is in line with the original intention of this contract, and will not increase the total amount of work completed in this contract, then the change will be accepted and a revised timeline and scope provided.

2.3 Assumptions

1) City of Vancouver will supply the following datasets:

   a) Cadastre Lot Parcels (minimum requirement)

   b) Zoning (minimum requirement)

   c) Maximum Height of Buildings (not mandatory if defined by zone)

   d) FSR / FAR (not mandatory if defined by zone)

   e) Risk layers - Flood, Bushfire (optional)

   f) Heritage Sites (optional)

   g) Contours (optional)

2) The system will allow for free registered user access. Registered users should be able to login with their general City account depending on Single Sign On capabilities.

   a) The City's Lead will ensure The City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.

   b) As the application is developed during the pilot period, changes may be made with feedback from the technical team and client.

2.4 Functionalities - Code Criteria

The initial proposed rules we would assess in this project would be:

1) Laneway (Section 11.3.8)

1. Permitted Use Check
2. Minimum Site Width
3. Basement Check
4. Permitted Accessory Building Width
5. Laneway House Orientation
6. Maximum Storey
7. Permission Check - Balconies, Deck, Roof Deck
8. Maximum Height
9. Location of Laneway House (Setbacks)
10. Maximum Permitted Site Coverage
11. Roof Pitch
12. Partial Second Storey Footprint and Roof Pitch
13. Dormers Inset
14. Maximum Floor Area
15. Habitable Rooms Minimum Size and Dimension
16. Private Outdoor Space Minimum Size and Dimension
17. Canopy over Entry Door Check
18. Main Entry Door Location
19. Windows in Front Elevation
20. Maximum Second Level Window

2) Single Detached (District Schedules - All Residential Zones)

1. Maximum Density and Floor Area
2. Minimum Site Area
3. Maximum Building Height
4. Minimum Front Yard Depth
5. Minimum Side Yard Width
6. Minimum Rear Yard Depth
7. Maximum Site Coverage
8. Maximum Building Depth
9. Maximum Building Width
10. Maximum area of impermeable materials

3) **Single Detached with a Secondary Suite (District Schedules - All Residential Zones)**

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

4) **Duplex (District Schedules - All Residential Zones)**

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

5) **Duplex with a Secondary Suite (District Schedules - All Residential Zones)**

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

6) **Multiplex - Townhouses, Rowhouse, Triplex (District Schedules - All Residential Zones)**

1. Permitted Use Check
2. Maximum units per hectare
3. Maximum Density and Floor Area
4. Minimum Site Area

5. Maximum Building Height
6. Minimum Front Yard Depth
7. Minimum Side Yard Width
8. Minimum Rear Yard Depth
9. Maximum Site Coverage
10. Maximum Building Depth
11. Maximum Building Width
12. Maximum area of impermeable materials
13. Minimum separation between buildings

2.5   Timeline

1) Development

Project Start	May 2023
Platform setup with free user registration and initial ingestion of Digital GIS Map Layers **Deliverable**: Interactive visual layers displaying on map with free user login	Aug 2023
Digital Rules Processing **Deliverable**: Interactive Clickable Map with relevant lot rules + filters. Ready for Client Testing	Nov 2023
Testing, Refining and Iteration **Deliverable:** Public release	Dec 2023

2) Production

Platform in Production, Ongoing Maintenance and Code Updates	2024 – until Agreement end

SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0   GENERAL

1.1   The following terms used in this document will have the following meanings:

(a)   **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;

(b)   "**personal information**" has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;

(c)   **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;

(d)   **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and

(e)   "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2   The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (Iaas) or Platform as a Service (Paas)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0   PRIVACY AND DATA SECURITY

2.1   **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2   **Privacy Legislation and Obligations**

(a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.

(b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.

(c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is "under the control" of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City's notice.

(d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.

(e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
    2.2.e.1   The purpose for collecting it;
    2.2.e.2   The legal authority for collecting it;
    2.2.e.3   The title, business address and business telephone number of a person who can answer the individual's questions about the collection.

(f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City's expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(g) In the case of an access to information request made to the City, Vendor, at the City's expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

(i)   In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities.   If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

(j)   Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.

(k)   Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents.   If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location.   Vendor will not store any such information on any other server or equipment without the prior written approval of the City.

(l)   Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.

(m)   Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

(n)   As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3   **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**").   Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4   **Restricted Access**

(a)   Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

(b)   Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor

will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5   **Security:**   Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

(a)   restricted access to records containing paper copies of personal information and Transmitted Data;

(b)   restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and

(c)   systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.

(d)   Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

2.5.d.1   single point of entry;

2.5.d.2   access only to persons on Vendor approved access list;

2.5.d.3   log-in validation;

2.5.d.4   creation of accounts only as verified by Vendor;

2.5.d.5   external or WIFI access to servers via encrypted means; and

2.5.d.6   servers running behind secure firewall.

2.6   **No Storage, Access or Transmission outside Canada; Limited Exception:**

(a)   Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.

(b)   Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that

personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7   **Information Retention, Transfer to the City and Destruction:**

(a)   **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8   **Inspection and Compliance**

(a)   During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

(b)   the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:

2.8.b.1   provide such certificate; or

2.8.b.2   provide a notice of non-compliance in accordance with section 1.9.

(c)   Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.

(d)   If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

(e)   Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9   **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10   **Survival**: The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0   ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION

3.1   Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:

(a)   take a physical inventory, at least annually, of all records containing such information, to identify any losses;

(b)   ensure that records are not removed from storage premises without appropriate written authorization from the City;

(c)   use physically secure areas for the storage of records and restrict access to Authorized Employee;

(d)   ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;

(e)   ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;

(f)   implement procedures for identification and authentication, which include:

(i)   controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;

(ii)   ensuring that authentication codes or passwords:

(1)   are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

(2)   are known only to the authorized user of the account;

(3)   are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;

(4)   are no fewer than 6 characters in length;

(5)   are one-way encrypted;

(6)   are excluded from unprotected automatic log-on processes; and

(7)   are changed at irregular and frequent intervals at least semi-annually;

(g)   maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;

(h)   take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;

(i)   implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and

(j)   implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

3.2   Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

3.3   Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.

3.4   Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:

(a)   separate storage facilities for such information;

(b)   authorization before a person is granted access to computers containing such information; and

(c)   entry passwords and the employment of public key encryption/smart card technology where practicable.

3.5   Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.

3.6   Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.

3.7   As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C
INSURANCE CERTIFICATES

GENERAL CERTIFICATE OF INSURANCE

CITY OF VANCOUVER

1. **THIS CERTIFICATE IS ISSUED TO:** _____ City of Vancouver, 453 W 12ᵗʰ Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

   (All Risks Coverage including Earthquake and Flood)

   INSURER: _____

   TYPE OF COVERAGE: _____

   POLICY NUMBER: _____

   POLICY PERIOD: From _____ to _____

   INSURED VALUES: (Replacement Cost)

   Building and Tenants' Improvements: $ _____

   Contents and Equipment: $ _____

   Deductible Per Loss: $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions:
   √ **Personal Injury**
   √ **Products and Completed Operations**
   √ **Cross Liability or Severability of Interest**
   √ **Employees as Additional Insureds**
   √ **Blanket Contractual Liability**
   √ **Non-Owned Auto Liability**
   INSURER: Certain Underwriters at Lloyd's
   POLICY NUMBER: s.15(1)(l)
   POLICY PERIOD: From 28/02/2023 to 28/02/2024

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

   Per Occurrence: $ 20,000,000 any one claim or loss

   Aggregate: $ 20,000,000 in the annual aggregate

   All Risk Tenants' Legal Liability: $ 20,000,000 any one claim or loss and in the annual aggregate

   Deductible Per Occurrence: $ 950 each and every Claim, Costs and Expenses inclusive

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
   INSURER: _____
   POLICY NUMBER: _____
   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY:

   Combined Single Limit: $ _____

   If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**
   INSURER: _____
   POLICY NUMBER: _____
   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

   Per Occurrence: $ _____

   Aggregate: $ _____

   Self-Insured Retention: $ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

   _____

   _____

8. **POLICY PROVISIONS:**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
   b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
   c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode   Dated: 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVGeneral-2014-09

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

CITY OF VANCOUVER

1. **THIS CERTIFICATE IS ISSUED TO:** <u>City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4</u>
   and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION/CONTRACT:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROFESSIONAL LIABILITY INSURANCE**

   INSURER: Certain Underwriters at Lloyd's

   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: From 28/02/2023 to 28/02/2024

   LIMITS OF LIABILITY:

   Per occurrence/claim: $ 10,000,000 any one claim or loss

   Aggregate: $ 10,000,000 in the annual aggregate

   Deductible per occurrence/claim: $ 10,000 each and every Claim, Costs and Expenses inclusive

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: Unlimited, excluding known claims and circumstances.

4. **POLICY PROVISIONS:**

   *Where required by the governing contract, agreement, permit or license, it is understood and agreed that **THIRTY (30)** days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode   Dated: 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVProfessionalLiability-2010-03.dot

CYBER LIABILITY
INSURANCE CERTIFICATE

CITY OF VANCOUVER

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   BUSINESS TRADE NAME OR DOING BUSINESS AS

   ArchiStar Pty Ltd, Snaploader

   BUSINESS ADDRESS

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

   Principally Software as a Service with respect to Design Intelligence Software

3. **CYBER LIABILITY INSURANCE (Claims Made Basis)**

   INSURER: Certain Underwriters at Lloyd's   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: FROM: 28/02/2023   To: 28/02/2024

   LIMIT OF LIABILITY : $ 5,000,000 any one claim

   Sublimits of Liability:

   Security and Privacy Liability: $ 5,000,000 any one claim Network Interruption: $ 5,000,000 any one c

   Event Management : $ 5,000,000 any one claim Cyber Extortion: $ 5,000,000 any one claim

   Media Content: $ 5,000,000 any one claim Technology Errors & Omission: $ 5,000,000 any one claim

   RETENTION $ 10,000 each and every Claim

4. **POLICY PROVISIONS**

   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
   b) *THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
   c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode   Date 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

SCHEDULE D
CONTRACT PRICE

1.0   Initial Two Years' Contract Term

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
1	s.21(1)	• Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works.	Net 30 days
2			
Total	$400,000		

2.0   Optional Three (3) One-Year Extensions

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
3	s.21(1)	• Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works.	Net 30 days
4			
5			

3.0   Additional work out of scope

Service	Rate (CAD exclude GST)
Manager	s.21(1)
Senior Technician	
Junior Technician	

SCHEDULE E

NOITC

PS20230349-DBL-NOITC Provision of Archistar Core Platform and End User Licensing issued by the City of Vancouver on May 3rd, 2023, with a closing date of May 17th, 2023 is hereby incorporated by reference.

CLOUD SOFTWARE /SOFTWARE AS A SERVICE
SERVICES AGREEMENT
Provision of Archistar eCheck / eComply Services

THIS AGREEMENT (the "**Agreement**") made as of the 30th day of May, 2023.

BETWEEN:

> **ARCHISTAR PTY LTD**, a corporation validly existing and registered in Australia with a registered office address at Mezzanine, Level 1-3, 388 George Street, Sydney NSW 2000, Australia
>
> ("**Vendor**")

OF THE FIRST PART

AND:

> **CITY OF VANCOUVER**, a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4
>
> (the "**City**")

OF THE SECOND PART

BACKGROUND:

A.   The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.

B.   Vendor has agreed to deliver the said software and 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   DEFINITIONS AND SCHEDULES

1.1   In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

(a)   "**Applicable Laws**" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.

(b)   "**City**" means the City of Vancouver.

(c) "**Contract Price**" means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.

(d) "**Data Compromise**" means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.

(e) "**Documentation**" means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.

(f) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.

(g) "**NOITC**" means Notice of Intent to Contract PS20230350-DBL-NOITC;

(h) "**Personal information**" has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.

(i) "**PIPA**" means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.

(j) "**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.

(k) "**Services**" means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (NOITC). For certainty, Vendor will perform all Services for the fixed Contract Price.

(l) "**Software**" means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.

(m) "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

(a) Schedule A – Scope of Work

(b) Schedule B – Privacy Compliance and Data Security

(c) Schedule C - Certificates of Insurance

(d) Schedule D – Contract Price

(e) Schedule E – NOITC issued May 3rd, 2023

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and

prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0   PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

2.1   Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

2.2   Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.

2.3   The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0   ACCESS TO THE SOFTWARE BY THE CITY

3.1   The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.

3.2   As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

3.3   As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

3.4   Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

3.5   Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0   CONDITIONS OF USE

4.1   The City's right to use the Software is conditional upon the following. The City may not:

(a)   except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;

(b)   sell, rent or lease the Software;

(c)   make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);

(d)   create any derivative works based upon the Software or Documentation;

(e)   copy any feature, design or graphic in, or reverse engineer, the Software; or

(f)   use the Software in a way that violates any criminal or civil law.

4.2   The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.

5.0   DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS

5.1   Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

5.2   As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it.   Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.

5.3   Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

5.4   Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.

5.5   As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "**System Servers**"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters.   Vendor's primary server is located at **AWS**

Canada (Central Region). Vendor's secondary server is located at **AWS Canada Region**. Vendor's backup server is located at **AWS Canada Region**. If any System Server is hosted by a third party server/data host, such third party will be referred to as a "**Server Host**". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

5.6   Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).

5.7   Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.

5.8   Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

5.9   If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.

5.10   Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:

(a)   single point of entry;

(b)   main access monitored with additional access for emergency purposes only;

(c)   surveillance cameras in physical data centre facility/room;

(d)   access validation with identity check;

(e)   access only to persons on Vendor approved access list;

(f)   log-in validation;

(g)   creation of accounts only as verified by Vendor;

(h)   access to servers via encrypted means; and

(i)   servers running behind secure firewall.

5.11   Vendor shall comply with the following in the event of a Data Compromise:

(a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

(b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.

(c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.

(d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.

(e) Vendor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

(f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.

5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.

5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0 WARRANTIES AND OTHER COVENANTS

6.1 **Software Warranties:** Vendor warrants that:

(a) the Software and Services will satisfy the requirements of this Agreement; and

(b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

6.2   **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:

(a)   has full right, power and authority to enter into this Agreement and to perform its obligations under it;

(b)   is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;

(c)   is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;

(d)   has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

(e)   is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and

(f)   all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3   Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

6.4   If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:

(a)   modify the Software to conform to the requirements of this Agreement; or

(b)   provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5   If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

(a)   obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or

(b)   modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0   TRAINING AND SUPPORT

7.1   **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2   **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3   **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 98 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0   TERM OF AGREEMENT

8.1   Subject to Section 10, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.

8.2   Subject to Section 10, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

9.0   CONTRACT PRICE

9.1   In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2   Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Vendor in connection with this Agreement unless and until the Vendor has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Vendor are in good standing up to the date that such payment is due.

9.3   The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4   Any delay from the timeframes set out in Schedule A - Scope of Work due to the Vendor not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

9.5   The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:

    (a)   the invoice must correctly set out:

        (i)   the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;

        (ii)   the full name of the City's project manager; and

        (iii)   the date and title of this Agreement,

    (b)   must be signed by an officer of the Vendor and contain a statement certifying that the Vendor has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;

    (c)   if Vendor is not a resident of Canada, for any Services performed by the Vendor in Canada, the Vendor shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.

9.6   All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.

9.7   Taxes.

    (a)   **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Vendor relating to the Services, all of which the City will be liable to pay to the Vendor wherever the Vendor is required to collect and remit such amount to any governmental authority as a result of this Agreement.

    (b)   **Vendor Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Vendor or its Affiliates on account of the Vendor's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.

    (c)   **Each Party Responsible for Own Taxes.** Each of the City and the Vendor shall be responsible for paying those taxes applicable to it under Applicable Laws.

    (d)   **Withholding Taxes.**

        (i)   Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:

            (1)   withhold an amount from a payment made to the Vendor; and

(2)   pay the withheld amount directly to the relevant government authority.

(ii)   If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Vendor on the date on which the remainder of the payment to which it relates was paid to the Vendor.

(iii)   Vendor agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).

(iv)   If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Vendor agrees to pay that amount to the City, upon request by the City and upon the City showing the Vendor the requirement to withhold under Applicable Laws.

(v)   Vendor agrees that the City shall not be required to increase any payment to the Vendor by the amount withheld by the City under Section 9.7(d).

10.0   CITY'S RIGHT TO TERMINATE

10.1   **Intentionally Deleted.**

10.2   **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0   VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1   **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

(a)   all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);

(b)   all work files and derivative copies of the Transmitted Data; and

(c)   all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2   **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will

provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3 **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4 **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0 INSURANCE

12.1 **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

(a) professional liability insurance with policy limits of not less than $2,000,000 per claim (with a sub-limit of not less than $1,000,000 per claim for intellectual property infringement) and an aggregate of not less than $2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;

(b) technology error & omissions and cyber liability insurance with policy limits of not less than $5,000,000 per claim and an aggregate of not less than $5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

(c) commercial general liability insurance policy with limits of not less than $5,000,000 per occurrence, aggregate of not less than $5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

  (i) name the City and the City's officials, employees and agents as additional insureds;

  (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

  (iii) include blanket contractual liability coverage; and

  (iv) Include non-owned auto liability coverage.

12.2 **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

(a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

(b)   be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(c)   contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3   **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4   **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5   **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

12.6   **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor 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 Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0   **EXCLUSION OF LIABILITY**

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0   **RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES**

14.1   Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2   Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs 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 the performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its 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 errors, omissions or negligent acts of an Indemnified Party.

14.3   The City hereby agrees to indemnify and save harmless the Vendor from and against all Claims that the Vendor 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 a material breach by the City of this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Vendor.

14.4   Each party's liability to the other party under this Article 14 for any Claims that are not covered and reimbursable under the indemnifying party's insurance policies is limited to $1,000,000.

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

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

14.7   The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0   CONFIDENTIALITY

15.1   The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.

15.2   In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

(a)   information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;

(b)   information which was previously in Vendor's possession and did not originate from the City; and

(c)   information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.

15.3   Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City 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 employees 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 and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.4   If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.

15.5   Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.

15.6   Vendor shall return all copies of the Confidential Information to the City, 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 City for return of the Confidential Information;

provided that the Vendor 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.

15.7   Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.

15.8   Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.

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

16.0   NO PROMOTION OF RELATIONSHIP

16.2   Vendor will not disclose or promote its relationship with the City, 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 the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

16.3   Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0   UNAVOIDABLE DELAY

17.2   Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that 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, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0   NOTICES

18.2   Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

ARCHISTAR PTY LTD

Attention: *David Hunt*
E-Mail: *david@archistar.ai*
or his/her designate set out in an "Out of Office" email.

18.3   Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: *Arron McCurdy*
E-Mail: *Arron.McCurdy@vancouver.ca*
or his/her designate set out in an "Out of Office" email,

with a copy to:

City of Vancouver – Legal Services

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

Attention: *Francie Connell, Director of Legal Services*
E-Mail: *francie.connell@vancouver.ca*
Fax: *604-873-7445*

or her designate set out in an "Out of Office" email.

18.4   Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:

> (i)   if given by personal delivery, on the day of actual delivery thereof;
>
> (ii)   if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
>
> (iii)   if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0   INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

19.2   Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0   NO SUB-CONTRACTING OR ASSIGNMENT

20.2   Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0   MISCELLANEOUS

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

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

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

21.5   **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.

21.6   **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.

21.7   **Entire Agreement**. This Agreement and the schedules 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. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

21.8   **Amendment**. This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.

21.9   **Set-Off**. the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.

21.10   **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.

21.11   **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.

21.12   **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts 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. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: *Benjamin Coorey*

Signature

Benjamin Coorey, CEO

Print Name and Title

By: *Robert Coorey*

Signature

Robert Coorey, Secretary

Print Name and Title

CITY OF VANCOUVER

Huan Ngo

Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

[signature]

Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

[signature]

Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Frances J. Connell

Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

SCHEDULE A

SCOPE OF WORK

1.0   Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - Digital Regulatory & Business Rules Ecosystem and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.

- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.

- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.

- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0   Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar as a provider of their Software as a Service Platform to be used in production to support a d number of permitting and licencing services, with an initial focus on those services that are applicable to the Low Density Housing (LDH) space.

2.1   Functionalities

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

1) Work with the CoV team to incorporate the applicable rules (regulatory and / or business), on a defined product release basis, into the Archistar solution for use under the following, but not limited, uses:

   a) Digital plan validation during the Exploratory and Pre Submission stages of the permitting customer journey

      - Allows customers to answer questions, if any, and upload a digital plan file (BIM or CAD format) into the Archistar platform, where it will be checked against the CoV rules available at time of uploading

      - Customers will be provided with the following information which will then allow them to either make changes or proceed with formal application submission:

         o Pass or Fail against rules that require no discretion

- o Flag or highlight rules where discretion could be applied – this indicates to the customer that a CoV staff member (or members) will need to review their plan against the highlighted rule
  - Digital Plan validation limited to:
    - o Single Detached (2D CAD or 3D BIM),
    - o Laneway (2D CAD) and
    - o Duplex (2D CAD)
    - o Multiplex (PDF Only)

b) Digital plan compliance during the Submission stage of the permitting customer journey

- As part of a customer's permit application submission, their digital compliant file will be checked for compliance against point in time rules
- Compliance check results are enabled for API based consumption by CoV solution architecture components (other platforms, products, and services) for integration with macro permitting journeys (see high level MVP solution designs)
- Availability of a compliance report for both customers and staff as part of the application submission process

2) Provision of digital plan files used as part of digital compliance validation in formats consistent with use by existing CoV services, such as electronic plan (ePlan) workflows

3) Explore developing Archistar further, so it also supports renovation services, and not just building a new property

4) Integrate with an external identity solution

5) Extract data from Archistar into City's enterprise data ecosystem

6) Explore potential use of Archistar training materials for use by both staff and customers

7) Technical support of implemented service(s) and solution(s)

2.2 Implementation approach

Archistar's engagement with the Digital Transformation Program (DTP) will need to align with and / or help shape the DTP's current digital product (service) approach as outlined below:

1) Initial focus is on digital products (services) as they apply to CoV's Low Density Housing space with the following digital product areas being prioritized:

- Laneway service
- Single Detached
- Single Detached with a Secondary Suite
- Duplex
- Duplex with a Secondary Suite
- Multiplex
- Combinations of the above

2) The DTP has committed to a 2-month product release cycle with the use of a rolling 2-3 release outlook (at any given point in time there will be a minimum of 2 – 3 defined product releases) per digital product The DTP implementation teams' follow a 2-week sprints cadence

3) Product releases are to be defined based on a combination of:

- desired value to be delivered

- user research insights
- data driven insights
- learnings from previous releases
- degree of readiness from enabling / supporting services and technologies
- subject matter expert (SME) capacity

4) Applicable rule areas primarily include but are not limited to:

- Zoning by-laws
- Development by-laws
- Building by-laws, including the Vancouver Building By-Laws (VBBL)
- Geo-spatial Rules(apply mostly to design to be built)
- Workflow Rules(steps/needed permits/needed reviews)/required documents
- Permits associated with a project type
- Reviews associated with permit type and / or project type
- Required documents associated with permit type and / or project type
- Required 3rd party services associated with permit type and / or project type
- Eligibility of Project Types
- Constraints / Thresholds of design
- Financial Calculations / Fees
- Qualifications
- Rules stemming from City and Council approved policies and / or action plans, regardless of whether they are directly related to one or more by-laws

5) Rule consolidation efforts are in progress, specifically across our residential (RS) zones. As a result, this may involve regular edits (adds, deletions, changes) to CoV rules that have already been digitally rendered as part of a previous product release or as part of an upcoming product release

6) The DTP will have a minimum of three (3) Senior Managers, Experiences & Products, each of whom will lead a core digital product team (Permitting, Licencing, Bimodal Rules, etc.). The Bimodal Rules team will be the primary on this engagement, supported by the Permitting team. We will use the rules that apply to the Low Density Housing (LDH) as the focus with an understanding that bimodal rule development will apply to rules and regulations that extend past the LDH space. Teams may be augmented by various subject matter experts (SMEs) across the City based on the nature of upcoming product releases. Where planned augmented resources become unavailable, the impacted product release(s) will be reviewed and adjusted as needed

7) Change of Priority / Scope

- This contract sets out the agreed scope and order of deliverables as at the execution of this contract.
- This contract will allow for changes in priority and/or scope of the proposed rules, building typologies and/or codes based on the City of Vancouver's requirements or needs. Each change will need to be requested and assessed by the Archistar team.
- If it is determined that the requested change is in line with the original intention of this contract, and will not increase the total amount of work completed in this contract, then the change will be accepted and a revised timeline and scope provided.

2.3   Assumptions

1) Archistar will provide a BIM template that can be downloaded from the site which has the correct layers, setbacks and site outline

2) The BIM template will require simple metadata added to the design to allow for automated assessment. Instructions, templates and sample files will be provided.

3) Archistar will work with the City of Vancouver team to develop and provide the BIM designs for testing

4) Test files for 2D Submissions can be generated by Archistar from PDF submissions which can be converted to Generic Examples and used as Demo Templates for future submitters. We will require a minimum of 100 PDF submissions across all building types to train our 2D Template by the end of Month 1.

5) Test files for 3D BIM submissions to be supplied by CoV or Beta Tester submitters - which will be converted to Generic Examples and used for Demo Templates for future submitters. We will require a minimum of 5 of each building type by the end of Month 1.

6) To train the platform on alternative site layouts, we will require test files that are on infill sites, corner sites and laneway sites.

7) The system will allow for free registered user access. Registered users should be able to login with their general City account depending on Single Sign On capabilities.

8) The City's Lead will ensure The City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.

9) All self-submissions will be analysed on "flat" land with no terrain.

10) Sloped sites will be able to be assessed in PDF pre-assessment reports by Archistar.

11) As the application is developed during the pilot period, changes may be made with feedback from the technical team and client.

12) Note for pre-submission reports, not all clauses may be assessable, especially in the larger developments (Multiplex). Clauses also may not be assessable due to lack of data in the submissions. If there is missing data, this will be identified in the pre-submission report. We will collaborate with CoV to determine the clauses that are assessable and can be automated as part of the report as a mutual agreement. Sloped sites not currently assessable in Self Submissions, but will be assessable in PDF assessments.

2.4   Functionalities - Code Criteria

The initial proposed rules we would assess in this project would be:

1) **Laneway** (Section 11.3.8)

   1. Permitted Use Check
   2. Minimum Site Width
   3. Basement Check
   4. Permitted Accessory Building Width
   5. Laneway House Orientation
   6. Maximum Storey
   7. Permission Check - Balconies, Deck, Roof Deck
   8. Maximum Height
   9. Location of Laneway House (Setbacks)
   10. Maximum Permitted Site Coverage
   11. Roof Pitch
   12. Partial Second Storey Footprint and Roof Pitch
   13. Dormers Inset
   14. Maximum Floor Area
   15. Habitable Rooms Minimum Size and Dimension
   16. Private Outdoor Space Minimum Size and Dimension
   17. Canopy over Entry Door Check
   18. Main Entry Door Location
   19. Windows in Front Elevation
   20. Maximum Second Level Window

2) Single Detached (District Schedules - All Residential Zones)

1. Maximum Density and Floor Area
2. Minimum Site Area
3. Maximum Building Height
4. Minimum Front Yard Depth
5. Minimum Side Yard Width
6. Minimum Rear Yard Depth
7. Maximum Site Coverage
8. Maximum Building Depth
9. Maximum Building Width
10. Maximum area of impermeable materials

3) Single Detached with a Secondary Suite (District Schedules - All Residential Zones)

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

4) Duplex (District Schedules - All Residential Zones)

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

5) Duplex with a Secondary Suite (District Schedules - All Residential Zones)

1. Permitted Use Check
2. Maximum Density and Floor Area
3. Minimum Site Area
4. Maximum Building Height
5. Minimum Front Yard Depth
6. Minimum Side Yard Width
7. Minimum Rear Yard Depth
8. Maximum Site Coverage
9. Maximum Building Depth
10. Maximum Building Width
11. Maximum area of impermeable materials

6) Multiplex - Townhouses, Rowhouse, Triplex (District Schedules - All Residential Zones)

1. Permitted Use Check
2. Maximum units per hectare
3. Maximum Density and Floor Area

4. Minimum Site Area
5. Maximum Building Height
6. Minimum Front Yard Depth
7. Minimum Side Yard Width
8. Minimum Rear Yard Depth
9. Maximum Site Coverage
10. Maximum Building Depth
11. Maximum Building Width
12. Maximum area of impermeable materials
13. Minimum separation between buildings

3.0   Timeline

1) <u>Development</u>

Self Submission Portal - Laneway (2D Only) and Single Detached Housing (2D and 3D)	Sep 2023
Self Submission Portal - Duplex (2D Only)	Dec 2023
Self Submission Button (3) activated and tested with Council API	Mar 2024

2) <u>Production</u>

Platform in Production, Ongoing Maintenance and Code Updates	Mar 2024 – until Agreement end

SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

(a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;

(b) "**personal information**" has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;

(c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;

(d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and

(e) "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (Iaas) or Platform as a Service (Paas)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

(a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.

(b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.

(c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is "under the control" of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City's notice.

(d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.

(e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
    2.2.e.1   The purpose for collecting it;
    2.2.e.2   The legal authority for collecting it;
    2.2.e.3   The title, business address and business telephone number of a person who can answer the individual's questions about the collection.

(f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City's expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(g) In the case of an access to information request made to the City, Vendor, at the City's expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Vendor is legally compelled to do so and

having first challenged that requirement and given the City an opportunity to challenge that requirement.

(i)   In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

(j)   Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.

(k)   Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.

(l)   Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.

(m)   Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

(n)   As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3   **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4   **Restricted Access**

(a)   Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

(b)   Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this

Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

(a) restricted access to records containing paper copies of personal information and Transmitted Data;

(b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and

(c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.

(d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

2.5.d.1 single point of entry;

2.5.d.2 access only to persons on Vendor approved access list;

2.5.d.3 log-in validation;

2.5.d.4 creation of accounts only as verified by Vendor;

2.5.d.5 external or WIFI access to servers via encrypted means; and

2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

(a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.

(b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6   upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7   **Information Retention, Transfer to the City and Destruction:**

(a)   **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8   **Inspection and Compliance**

(a)   During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

(b)   the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:

2.8.b.1   provide such certificate; or

2.8.b.2   provide a notice of non-compliance in accordance with section 1.9.

(c)   Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.

(d)   If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

(e)   Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9   **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10   **Survival**: The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0   **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**

3.1   Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:

(a)   take a physical inventory, at least annually, of all records containing such information, to identify any losses;

(b)   ensure that records are not removed from storage premises without appropriate written authorization from the City;

(c)   use physically secure areas for the storage of records and restrict access to Authorized Employee;

(d)   ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;

(e)   ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;

(f)   implement procedures for identification and authentication, which include:

(i)   controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;

(ii)   ensuring that authentication codes or passwords:

(1)   are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

(2)   are known only to the authorized user of the account;

(3)   are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;

(4)   are no fewer than 6 characters in length;

(5)   are one-way encrypted;

(6)   are excluded from unprotected automatic log-on processes; and

(7)   are changed at irregular and frequent intervals at least semi-annually;

(g)   maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;

(h)   take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;

(i)   implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and

(j)   implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

3.2   Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

3.3   Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.

3.4   Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:

(a)   separate storage facilities for such information;

(b)   authorization before a person is granted access to computers containing such information; and

(c)   entry passwords and the employment of public key encryption/smart card technology where practicable.

3.5   Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.

3.6   Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.

3.7   As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C
INSURANCE CERTIFICATES

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice <u>before</u> sending the certificate out for completion
Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** _____ City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

   (All Risks Coverage including Earthquake and Flood)

   INSURER: _____

   TYPE OF COVERAGE: _____

   POLICY NUMBER: _____

   POLICY PERIOD: From _____ to _____

   INSURED VALUES: (Replacement Cost)

   Building and Tenants' Improvements: $ _____

   Contents and Equipment: $ _____

   Deductible Per Loss: $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions:
   - √ **Personal Injury**
   - √ **Products and Completed Operations**
   - √ **Cross Liability or Severability of Interest**
   - √ **Employees as Additional Insureds**
   - √ **Blanket Contractual Liability**
   - √ **Non-Owned Auto Liability**

   INSURER: Certain Underwriters at Lloyd's

   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: From 28/02/2023 to 28/02/2024

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

   Per Occurrence: $ 20,000,000 any one claim or loss

   Aggregate: $ 20,000,000 in the annual aggregate

   All Risk Tenants' Legal Liability: $ 20,000,000 any one claim or loss and in the annual aggregate

   Deductible Per Occurrence: $ 950 each and every Claim, Costs and Expenses inclusive

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

   INSURER: _____

   POLICY NUMBER: _____

   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY:

   Combined Single Limit: $ _____

   If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE**

   INSURER: _____

   POLICY NUMBER: _____

   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

   Per Occurrence: $ _____

   Aggregate: $ _____

   Self-Insured Retention: $ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

   _____

   _____

8. **POLICY PROVISIONS:**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
   b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
   c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode   Dated: 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVGeneral-2014-09

CITY OF VANCOUVER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

1. **THIS CERTIFICATE IS ISSUED TO:** <u>City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4</u>
   and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION/CONTRACT:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROFESSIONAL LIABILITY INSURANCE**

   INSURER: Certain Underwriters at Lloyd's

   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: From 28/02/2023 to 28/02/2024

   LIMITS OF LIABILITY:

   Per occurrence/claim: $ 10,000,000 any one claim or loss

   Aggregate: $ 10,000,000 in the annual aggregate

   Deductible per occurrence/claim: $ 10,000 each and every Claim, Costs and Expenses Inclusive

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: Unlimited, excluding known claims and circumstances.

4. **POLICY PROVISIONS:**

   Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode

   Dated: 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVProfessionalLiability-2010-03.dot

CITY OF VANCOUVER

CYBER LIABILITY
INSURANCE CERTIFICATE

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   BUSINESS TRADE NAME OR DOING BUSINESS AS

   ArchiStar Pty Ltd, Snaploader

   BUSINESS ADDRESS

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

   Principally Software as a Service with respect to Design Intelligence Software

3. **CYBER LIABILITY INSURANCE (Claims Made Basis)**

   INSURER: Certain Underwriters at Lloyd's   **POLICY NUMBER:** s.15(1)(l)

   POLICY PERIOD: FROM: 28/02/2023   **To:** 28/02/2024

   LIMIT OF LIABILITY : $5,000,000 any one claim

   Sublimits of Liability:

   Security and Privacy Liability: $5,000,000 any one claim Network Interruption: $ 5,000,000 any one c

   Event Management : $5,000,000 any one claim Cyber Extortion: $5,000,000 any one claim

   Media Content: $5,000,000 any one claim Technology Errors & Omission: $5,000,000 any one claim

   RETENTION $10,000 each and every Claim

4. **POLICY PROVISIONS**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
   b) *THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
   c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode   **Date** 15th May 2023

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

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

CYBER LIABILITY - 30 days

SCHEDULE D

CONTRACT PRICE

1. **Initial Two Years' Contract Term**

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
1	s.21(1)	• Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works.	Net 30 days
2			
Total	$710,000		

2. **Optional Three (3) One-Year Extensions**

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
3	s.21(1)	• Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works.	Net 30 days
4			
5			

3. **Additional work out of scope**

Service	Rate (CAD exclude GST)
Manager	s.21(1)
Senior Technician	
Junior Technician	

SCHEDULE E

NOITC

PS20230350-DBL-NOITC Provision of Archistar eCheck eComply Module and Low Density Housing Backlog Services issued by the City of Vancouver on May 3rd, 2023, with a closing date of May 17th, 2023 is hereby incorporated by reference.

PS20230350-DBL-NOITC

Part 2 of 2

PROFESSIONAL SERVICES AGREEMENT
Provision of Low Density Housing Backlog Services

THIS AGREEMENT is made as of the 30th day of May, 2023 (the "**Effective Date**")

BETWEEN:

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

(the "**City**")

OF THE FIRST PART

AND:

ARCHISTAR PTY LTD
Mezzanine, Level 1-3, 388 George Street
Sydney NSW 2000
Australia

(the "**Consultant**")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**")

BACKGROUND:

A.   The City requires the professional services described herein, and desires 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 Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;

(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's Site**" means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;

(d) "**City's Project Manager**" means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;

(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 Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;

(g) "**Deliverables**" has the meaning set out in Section 17.1;

(h) "**Fee Invoice**" has the meaning set out in Section 5.1;

(i) "**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;

(j) "**NOITC**" means Notice of Intent to Contract PS20230350-DBL-NOITC;

(k) "**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;

(l) "**SAAS Agreement**" means the agreement described in Section 2.7;

(m) "**Services**" has the meaning set out in Section 2.1;

(n) "**Sub-contractor**" has the meaning set out in Section 4.1; and

(o) "**Term**" means the term of this Agreement as specified in Section 12.1.

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 the Appendices;

(b) NOITC;

(c) Appendix A;

(d) Appendix C; and

(e) Appendix D.

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".

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the "**Services**"):

(a) the services described in the NOITC;

(b)   the services described in Appendix C; and

(c)   all services not specifically included in subsections 2.1(a) and 2.1(b), but which are reasonably necessary or incidental to the completion of such other Services.

2.2   The Consultant will be fully responsible for:

(a)   coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case 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 the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

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 professional practices and design standards; and

(c)   in conformity with any and all Applicable Laws.

2.5   The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:

(a)   the requirements and appendices 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 specified from time to time by the City.

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 nature to be imposed or to remain on title to the City's Site or any other City property.

2.7   It is a condition precedent to the Consultant's and the City's obligations under this agreement that the Consultant and the City execute a Software As A Service Agreement for the Consultant to deliver the eCheck eComply Module Services to the City (the "**SAAS Agreement**"). The Consultant will not be required to perform the Services and the City will not be required to pay the Consultant for the Services unless the Consultant and the City execute the SAAS Agreement.

3.0 PROJECT TEAM

3.1 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 the City, which consent will not be unreasonably withheld, delayed or conditioned.

3.2 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, resignation, 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.

3.3 The City 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.

3.4 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

4.1 Unless expressly permitted pursuant to Section 3.0, 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 the City, which consent may 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 the City 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 the City where the City 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 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.

4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant:

(a) the fees set out in Appendix D; and

(b) subject to any "Fixed Disbursement Amount" defined herein, reimbursements for disbursements reasonably incurred by the Consultant in the performance of the Services, which shall be at actual cost without any addition for overhead or profit;

plus GST and PST as applicable to the sale made to the City hereunder.

5.2 Following the completion of each of the deliverables set out in Appendix D, the Consultant will submit to the City an invoice (each, a "**Fee Invoice**") in the form set out in Section 5.3 below

setting out the fee payable by the City for the Deliverable in the amount set out in Appendix D, any disbursements related thereto and any GST and PST.

5.3   Following receipt of a Fee Invoice, the City's Project Manager shall review the invoice and raise any concerns with the Consultant within ten business days of receipt of the Fee Invoice. If the City's Project Manager raises any concerns with the invoice or requests additional information in respect of the invoice, the Consultant, if so requested, shall provide such information or will meet with the City's Project Manager to expedite and settle the disputed amount. Each invoice must contain:

(a)   the Consultant's name, address and telephone number;

(b)   the City purchase order number;

(c)   the name of the City's Project Manager;

(d)   the invoice number and date;

(e)   details of any applicable taxes (with each tax shown separately); and

(f)   tax registration number(s).

5.4   Except for amounts of Fee Invoices which the City in good faith is disputing and except for Fee Invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence or a meeting pursuant to Section 5.3, the City shall pay all Fee Invoices submitted to it for the Services within thirty (30) days of receipt thereof.

5.5   Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed $0 (the "**Fixed Disbursement Amount**").

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

5.7   The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to details of all disbursements and percentage amounts of work completed. The City shall for the purpose of review and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and review for a period of one year after the termination for any reason of this Agreement.

5.8   The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0   CHANGES TO SCOPE OF SERVICES

6.1   The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case, the fees payable pursuant to this Agreement and any specified delivery dates for Deliverables will

be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City'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 the City, 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 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.

7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions reasonably necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.

7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver 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 or negligent acts 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 errors, omissions or negligent acts of an Indemnified Party.

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

7.5 The release and 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 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 the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC

coverage against any monies owing by the City to the Consultant. The City 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 the City 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 the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3   Whenever the Consultant is required or permitted to perform any Services on any City 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.

10.0   CITY INFORMATION/APPROVALS

10.1   No reviews, approvals or inspections carried out or information supplied by the City 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 the City to the Consultant, whether under the NOITC or under this Agreement, 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.

11.0   COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1   The City appoints **Arron McCurdy** Arron.McCurdy@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **Arron McCurdy**'s appointment as the City's Project Manager by the City, **Arron McCurdy** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **Arron McCurdy**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's 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 the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2   The Consultant appoints **David Hunt** david@archistar.ai 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 the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0   TERM OF AGREEMENT

12.1   Subject to Section 13, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.

12.2   Subject to Section 13, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

13.0   TERMINATION

13.1   Intentionally Deleted.

13.2   Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed $500 (including all taxes).

14.0   ASSIGNMENT

14.1   The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, 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 that the Consultant first provides the City with:

(a)   reasonable particulars of the transaction (permitting the City 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 the City to perform this Agreement.

15.0   CONFIDENTIALITY

15.1   In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City 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 Consultant's breach of this Agreement or the Consultant's actions;

(b)   information which was previously in the Consultant's possession and did not originate from the City; and

(c)   information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

15.2   The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City 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 employees 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 and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.3   If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

15.4   The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. 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 the City whether as part of the Confidential Information or otherwise.

15.5   The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6   The Consultant shall return all copies of the Confidential Information to the City, 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 City for return of the Confidential Information;

provided that the Consultant 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.

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 disclose or promote its relationship with the City, 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 the City (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 disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. 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 the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 ACCESS TO THE SOFTWARE BY THE CITY

17.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.

17.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

17.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

17.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

17.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. 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 the City. 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).

19.2   The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

(a)   an elected official or employee of the City; or

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

20.0   NON-RESIDENT WITHHOLDING TAX

20.1   If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time 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.

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

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

21.0   COMPLIANCE WITH LAW

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

21.2   The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0   GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1   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.

23.0   INDEPENDENT CONSULTANT

23.1   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 the City.

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

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

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

25.2 **Unavoidable Delay**. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City 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; the Consultant's insolvency ; 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.

26.0 GENERAL

26.1 **No Waiver**. No action or failure to act by the City 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 City.

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

26.3 **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.

26.4 **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.

26.5 **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.

26.6 **Amendment**. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.

26.7 **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.

26.8 **Schedules and Appendices**. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.

26.9 **Set-Off**. The City 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 the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City 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.

26.10 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

26.11 **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.

(Signature page follows immediately)

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: _Benjamin Coorey_
Signature

Benjamin Coorey, CEO
Print Name and Title

By: _Robert Coorey_
Signature

Robert Coorey, Secretary
Print Name and Title

CITY OF VANCOUVER

Huan Ngo
Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

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

(a) professional liability insurance with policy limits of not less than $2,000,000 per claim (with a sub-limit of not less than $1,000,000 per claim for intellectual property infringement) and an aggregate of not less than $2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;

(b) technology error & omissions and cyber liability insurance with policy limits of not less than $5,000,000 per claim and an aggregate of not less than $5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

(c) commercial general liability insurance policy with limits of not less than $5,000,000 per occurrence, aggregate of not less than $5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

    (i) name the City and the City's officials, employees and agents as additional insureds;

    (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

    (iii) include blanket contractual liability coverage; and

    (iv) Include non-owned auto liability coverage.

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 the City's Director of Risk Management, acting reasonably;

(b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and

(c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice,

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

A1.3   **Insurance Certificate**

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

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 City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) 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 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.

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice <u>before</u> sending the certificate out for completion
Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** _____ City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4 _____
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

   (All Risks Coverage including Earthquake and Flood)

   INSURER: _____
   TYPE OF COVERAGE: _____
   POLICY NUMBER: _____
   POLICY PERIOD: From _____ to _____

   INSURED VALUES: (Replacement Cost)
   Building and Tenants' Improvements: $ _____
   Contents and Equipment: $ _____
   Deductible Per Loss: $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions:
   √ **Personal Injury**
   √ **Products and Completed Operations**
   √ **Cross Liability or Severability of Interest**
   √ **Employees as Additional Insureds**
   √ **Blanket Contractual Liability**
   √ **Non-Owned Auto Liability**
   INSURER: Certain Underwriters at Lloyd's
   POLICY NUMBER: s.15(1)(l) _____
   POLICY PERIOD: From 28/02/2023 to 28/02/2024

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

   Per Occurrence: $ 20,000,000 any one claim or loss

   Aggregate: $ 20,000,000 in the annual aggregate

   All Risk Tenants' Legal Liability: $ 20,000,000 any one claim or loss and in the annual aggregate

   Deductible Per Occurrence: $ 950 each and every Claim, Costs and Expenses inclusive

5. **AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles**
   INSURER: _____
   POLICY NUMBER: _____
   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY:
   Combined Single Limit: $ _____
   If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**
   INSURER: _____
   POLICY NUMBER: _____
   POLICY PERIOD: From _____ to _____

   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
   Per Occurrence: $ _____
   Aggregate: $ _____
   Self-Insured Retention: $ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

   _____
   _____

8. **POLICY PROVISIONS:**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
   b) THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
   c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

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

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVGeneral-2014-09

CITY OF VANCOUVER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice <u>before</u> sending out for completion
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   MAILING ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   LOCATION ADDRESS:

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION/CONTRACT:

   Principally Software as a Service with respect to Design Intelligence Software

3. **PROFESSIONAL LIABILITY INSURANCE**

   INSURER: Certain Underwriters at Lloyd's

   POLICY NUMBER: s.15(1)(l)

   POLICY PERIOD: From 28/02/2023 to 28/02/2024

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

   LIMITS OF LIABILITY:

   Per occurrence/claim: $ 10,000,000 any one claim or loss

   Aggregate: $ 10,000,000 in the annual aggregate

   Deductible per occurrence/claim: $ 10,000 each and every Claim, Costs and Expenses inclusive

   Unlimited, excluding known claims and circumstances.

4. **POLICY PROVISIONS:**

   Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode

   Dated: 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

InsuranceCertificates-COVProfessionalLiability-2010-03.dot

CITY OF VANCOUVER

CYBER LIABILITY
INSURANCE CERTIFICATE

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.

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

   ArchiStar Pty Ltd, Snaploader

   BUSINESS TRADE NAME OR DOING BUSINESS AS

   ArchiStar Pty Ltd, Snaploader

   BUSINESS ADDRESS

   Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

   DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

   Principally Software as a Service with respect to Design Intelligence Software

3. **CYBER LIABILITY INSURANCE (Claims Made Basis)**

   INSURER: Certain Underwriters at Lloyd's   **POLICY NUMBER:** s.15(1)(l)

   POLICY PERIOD: FROM: 28/02/2023   **To:** 28/02/2024

   LIMIT OF LIABILITY : $ 5,000,000 any one claim

   Sublimits of Liability:

   Security and Privacy Liability: $ 5,000,000 any one claim   Network Interruption: $ 5,000,000 any one c

   Event Management : $ 5,000,000 any one claim   Cyber Extortion: $ 5,000,000 any one claim

   Media Content: $ 5,000,000 any one claim   Technology Errors & Omission: $ 5,000,000 any one claim

   RETENTION $ 10,000 each and every Claim

4. **POLICY PROVISIONS**
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
   b) *THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
   c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

   sanika gode   **Date** 15th May 2023

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

   Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

CYBER LIABILITY - 30 days

APPENDIX B – INTENTIONALLY DELETED

APPENDIX C – SCOPE OF WORK

1.0   Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - Digital Regulatory & Business Rules Ecosystem and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.

- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.

- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.

- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0   Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar as a provider of supplementary services whereby they are able to take existing plan submissions (PDFs) and 'tag' them so that they may be processed through their eComply (digital, rules based) service.

This SoW seeks to set out the nature of this service including:

1)   Minimum requirements of an exising plan (PDF)

2)   Processing capacity (plans per month)

3)   Options and associated costs to increasing processing capacity

4)   Options for getting results of the digital compliance checks made available to CoV (nature and degree of integration and automation with the CoV ecosystem and current state permitting processes)

As this service is dependent upon both the inclusion of CoV digital rules in the Archistar

platform and access to the platform, it is expected that, should CoV wish to pursue this service offering it would do so no earlier than once the core platform is operational and rules relevant to the digital validation of existing plans (PDFs) are available in the Archistar system. E.g. this SoW can not exist without the work being done in SoW of PS20230350-DBL-NOITC Part 1 of 2 SaaS Agreement - Archistar - eCheck / eComply Component.

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

1) When applicable rules (regulatory and / or business), are incorporated into the Archistar solution, perform the following:

   a) Use of CoV digital rules to be run against submitted PDF plans

   - Create compliance snapshots for submitted PDF or similar electronic plans associated with permit applications

     o May provide an opportunity to inform customers of non compliant areas of their submission and give them an opportunity to address, resubmit and be automatically re-checked with the goals of saving time and improving application quality

   - Process (highest degree of automation desired) for providing results back to CoV to allow for staff and customers to be updated

   - Technical support of implemented service(s) and solution(s)

   - Limited to New Dwellings - Single Detached, Laneway and Duplex, Multiplex

   - Limited to 100 per month

3.0 Timeline

PDF Processing - 10 Submissions Processed (Laneway and Single Detached)	May 2023
PDF Processing - 30 Submissions Processed (Laneway and Single Detached)	Jul 2023
PDF Processing - Up to 100 Submissions Processed / month (Laneway and Single Detached)	Oct 2023
Up to 100 Reports Submissions Processed / month (Laneway, Single Detached, Duplex and Multiplex)	Feb 2024

APPENDIX D - DELIVERABLES AND FEES

s.21(1) is a one-time administrative setup fee.

The cost of processing 100 PDF reports / month is included with pricing of PS20230350-DBL-NOITC Part 1 of 2.

PDF reports processed over and above the 100 PDF reports / month, will be charged at s.21(1) / PDF report.

Additional pre-check submissions	Rate (CAD ex GST)
Increase to monthly Pre-Check PDF processing Reports E.g. from new codes or assessment types	s.21(1)

Additional work out of scope will be quoted on the following rates.

Service	Rate (CAD ex GST)
Manager	s.21(1)
Senior Technician	
Junior Technician	

From:	jphilbrook <jphilbrook@deloitte.ca>
To:	"Chan, Diana (Supply Management)" <Diana.Chan@vancouver.ca>
CC:	"Wood, Michael" <michawood@deloitte.ca>
Date:	6/5/2024 10:27:40 AM
Subject:	[EXT] FW: Executed Service Contract with Deloitte and PO4500624426 for CFI PS20220333 - Advisory Services
Attachments:	PS20220333 - Executed Service Contract with Deloitte for Advisory Services.PDF
	PO4500624426 - Deloitte Inc..pdf

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

_____

Hi Diana,

Attached is the recently executed ServiceNow advisory services SOW under the CFI PS20220333

Regards,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Tuesday, April 25, 2023 11:35 AM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] Executed Service Contract with Deloitte and PO4500624426 for CFI PS20220333 - Advisory Services

Hi Joe,

Attached please find the fully executed agreement and PO4500624426.

Please contact Project Manager Arron McCurdy, 604-354-8634 directly for work schedule. When invoicing, please reference the following.

> **Contact Name: Arron McCurdy, 604-354-8634**
> **PO#: 4500642426**

Invoices should be sent to Accounts Payable in PDF format via Email apinvoice@vancouver.ca . Invoices without a proper PO # and contact person?s info will be returned to the vendor.

If you have any questions, please feel free to contact us!

Best regards,

Wen Shi

Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Friday, April 21, 2023 1:00 PM

To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE:Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

_____

Hi Wen,

Thank you for sending the draft contract with revisions.

I have accepted all changes and applied my signature to the contract. See attached.

I specified the start date to be Mon., April 24th.

Please return a countersigned version to my attention.

Have a great weekend!

Regards,
Joe
--
Joe Philbrook
Deloitte .
M: [+1 (604) 652-2672](tel:+16046522672)

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Friday, April 21, 2023 8:04 AM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Joe,

Attached is the version with our lawyer?s edits. The City has accepted most of Deloitte?s proposed changes, but have made a few final changes around the release and the indemnity. The City has, however, agreed to limit Deloitte?s liability.

Best regards,

Wen Shi

Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Thursday, April 20, 2023 12:41 PM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE:Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

_____

Hi Wen,

Do you have any updates on the above titled contract?

Thanks,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Tuesday, April 4, 2023 3:06 PM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Joe,

I will let you know once I have received the response from our lawyer. Thank you for your patience.

Best regards,

Wen Shi
Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Monday, April 3, 2023 9:58 AM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE:Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

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––––––

Hi Wen,

Just wanted to check in with you this morning to see if you had any update on the T & & Cs. Could you let me know the status?

Thanks,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Tuesday, March 28, 2023 3:01 PM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Joe,

The SOW and insurance parts are okay now.

I am waiting for the feedback from my lawyer regarding the legal T & & Cs. Will contact you as soon as I have any updates.

Best regards,

Wen Shi

Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Monday, March 27, 2023 4:19 PM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE:Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Hi Wen,

I think I?ve addressed all your questions below re: the SoW & & insurance certs but let me know if there is anything additional outstanding.

Could you   please let me know the status of this SoW?

Thanks,
Joe

Get [Outlook for iOS [aka.ms] [secure-web.cisco.com] [secure-web.cisco.com] [secure-web.cisco.com] [secure-web.cisco.com]](#)

From: Philbrook, Joe
Sent: Wednesday, March 15, 2023 8:22:49 PM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Wen,

Please see attached insurance certificate with the Policy Provision not crossed out as requested.

Joe
--
Joe Philbrook
Deloitte .
M: [+1 (604) 652-2672](tel:+16046522672)

From: Philbrook, Joe
Sent: Thursday, March 9, 2023 7:43 PM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >

Subject: RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Wen,

We checked these two points on our side. Please see slightly amended version of the contract attached.

1.   s.21(1)

2.   s.21(1)

I know s.22(1) so I will watch for your email tomorrow/Friday with hopes we can close out before your break.

Regards,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Wednesday, March 8, 2023 11:21 AM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE: Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Hi Joe,

Thanks for the document and the insurance certificates. I have forwarded the latest version to our lawyer for review.

In regards to the edits in the insurance requirements section, before I contact our Risk Management, I would like to point out that in the SAP agreement (mentioned in your email below),

1. s.21(1)

2. s.21(1)

Can you please check at your side first? Thanks!

Best regards,

Wen Shi

Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Tuesday, March 7, 2023 9:05 AM
To: Shi, Wen < < Wen.Shi@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] RE:Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were

expecting the email and know the content is safe.

_____

Hi Wen,

Please find attached an edited version of the Service Agreement.

Our intention with these edits it to align with the terms agreed in November 2022 for the SAP project. I believe Jeff Walls and yourself where working on that agreement for the City and we have worked with Thomas Deprophetis and Elizabeth Osei from our team for continuity.

Summary of changes:
s.21(1)

Please review and let me know if these changes are acceptable.

Regards,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: Shi, Wen < < Wen.Shi@vancouver.ca > >
Sent: Monday, February 27, 2023 10:13 AM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > > ; McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Subject: [EXT] Draft Service Contract with Deloitte under CFI PS20220333 - Advisory Services

Good morning Joe,

Attached is the draft Service Agreement which has been reviewed and edited by our Lawyer.

Due to the formatting issue, I have accepted all the changes in the SOW section, but kept the edits from our lawyer in the T & & C section. FYI, there were some minor changes to the SOW, and you should be able to find out them by using the ?compare document? function in word. Also, is the contract completion date still June 30 th, 2023?

If everything is okay to Deloitte, please submit your insurance certificate in the attached City?s standard forms. Upon receipt of that, I will finalize the agreement and send it to you for signature.

Best regards,

Wen Shi

Tel: 604-871-6139
Fax: 604-873-7057

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Friday, December 9, 2022 10:39 AM
To: McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > >
Subject: [EXT] RE:Statement of Work (SoW) under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were

expecting the email and know the content is safe.

___

Hi Arron,

I put s.21(1)

For greater transparency, here is the resource model. We could add this to the SOW if you like:

s.21(1)

s.21(1)

s.21(1)

Let me know what you think.

Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Sent: Friday, December 9, 2022 10:10 AM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > >
Subject: [EXT] RE: Statement of Work (SoW) under CFI PS20220333 - Advisory Services

Thanks Joe,

Elena and I are in meetings all day but I will review in detail over the weekend.

Based on a quick scan of the fee and your note below s.21(1)

Regards,

Arron

From: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Sent: Friday, December 9, 2022 9:41 AM
To: McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > >
Subject: [EXT] RE:Statement of Work (SoW) under CFI PS20220333 - Advisory Services

City of Vancouver security warning: Do not click on links or open attachments unless you were
expecting the email and know the content is safe.

___

Hi Arron & & Elena,

I hope that you've both had a good week.

Attached is the draft SOW wherein I have added the fees and other changes tracked. Please review and let's jump on a

call to make sure that this meets your expectations.

We've structured this as **s.21(1)** .

Regards,
Joe
--
Joe Philbrook
Deloitte .
M: +1 (604) 652-2672

From: McCurdy, Arron < < Arron.McCurdy@vancouver.ca > >
Sent: Friday, December 2, 2022 4:45 PM
To: Philbrook, Joe < < jphilbrook@deloitte.ca > >
Cc: Krsteva, Elena < < Elena.Krsteva@vancouver.ca > >
Subject: [EXT] Statement of Work (SoW) under CFI PS20220333 - Advisory Services

Hi Joe,

Please see attached a draft statement of work seeking to engage Deloitte for some advisory services related to the Digital Transformation Program (DTP).

Let me know if you have any questions and we can get on a call.

Next step will be to run it through our Procurement lead.

Regards,

Arron

SERVICES CONTRACT

City of Vancouver (the **"City"**)

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Name of City Project Manager: Arron McCurdy

Tel Number: 604 354 8634
Email: arron.mccurdy@vancouver.ca

AND: **Deloitte Inc.** (the **"Contractor"**)

having the following address:

410 W Georgia St,
Vancouver, British Columbia, Canada
V6B 0S7

Name of Contractor's Project Manager: Joe Philbrook

Tel Number: 604 652 2672
Email: jphilbrook@deloitte.ca

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

As part of Deloitte's response to the City's Digital Transformation Program (DTP) Call for Innovation (CFI) PS20220333, the City wishes to engage Deloitte to complete the following services, per the areas of focus outlined in the Innovation Enablers section of their proposal:

o   Assessing, validating and informing the Digital Transformation Program's (DTP) digital product / service approach (Agile Project Management)

o   Providing input on the DTP's high level solution design, including our proposed approach to a digital / Bimodal rules ecosystem (Agile Project Management)

o   Facilitation of digital product / service design and roadmap activities (validate and / or help shape future state targets for Low Density Housing and Business Licencing digital services) (Agile Project Management)

o   Validation of DTP resourcing and budget estimates (Agile Project Management, Sustainment Operations)

o   Various change & communication artefacts / approaches re the above items (Organizational Change Management & Training)

o   Assessing & advising regarding platform licensing requirements to support the digital product roadmap

Throughout 2022, the City's DTP Team has worked through a number of discovery, planning and delivery activities that inform the current approach, resourcing and budgets. An integral part of this engagement will be a number of briefing sessions to bring Deloitte up to speed on this work.

The City expects that different advisors from Deloitte may be brought in to advise on different elements of the DTP, as needed, but the engagement would benefit from access to a consistent, lead advisor / consultant. The City's expectation is that Joe Philbrook will assume the role of lead advisor / consultant for this engagement, with ServiceNow-related subject matter expertise (SME) support coming from Bruce Cathcart.

Outputs from this engagement may be the creation of additional statements of work related to CFI PS20220333.

Start date for the Services: **April 24th, 2023**

The Contractor agrees to complete the Services by: **August 31st, 2023**

PART B - FEES AND EXPENSES:

Fees: s.21(1)

Applicable taxes are not included in the above fee and will be payable as applicable.

<u>Expenses:</u> Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions)

Maximum Amount of Fees and Expenses
(the "**Maximum Amount**"): s.21(1)

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Definitions:

"**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.

"**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.

PART C: APPROVED SUBCONTRACTORS

None

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

(a)   Commercial general liability insurance with a limit of not less than $5,000,000 per occurrence and a deductible of not more than $5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, completed operations, or property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City and will include the City and the City's officials, officers, employees, and agents as additional insureds.

(b)   Professional (errors and omissions) liability insurance policy with limits of not less than $1,000,000 per claim and not less than $2,000,000 in aggregate, 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.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

PART E: ADDITIONAL TERMS

None

The parties hereto have duly executed this Contract as of the _21st_ day of April, 2023.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: _Huan Ngo_
_____
Huan Ngo, Category Manager
Supply Chain Management

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _____
                    Signature

Name: _____Joe Philbrook_____

Title: _____Partner_____

Per: _____
                    Signature

Name: _____

Title: _____

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessarily required for the proper completion of the services contemplated and described therein (the "**Services**"), all in accordance with the Services Contract (this "**Contract**"). The Contractor shall provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor shall comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.

2. **Provision of Service Inputs**. Unless otherwise specified herein, the Contractor shall supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.

3. **Standard of Care and Applicable Laws**. The Contractor shall perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with 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 Contractor and its personnel and the Services.

4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of the this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("**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 this Contract or is otherwise provided, the foregoing warranty shall be valid for one month 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 Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor 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 Contractor with all reasonable expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, and agents from any liability, loss, cost, and expense arising either directly or indirectly from the Contractor's breach of any warranty it has given hereunder,

5. **Contractor Personnel.** The Contractor shall require that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.

6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.

7. **Deliverables**. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "**Deliverables**"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement, that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers (the "**Pre-existing Materials**"). Upon full and final payment due to the Contractor, all Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete

right to use and deal with the Deliverables (except for any Pre-existing Materials contained therein) for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, and upon full and final payment due to the Contractor transfers to the City, 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. The Contractor will permit the City to inspect and copy all Deliverables. The Contractor shall grant to the City with respect to Pre-existing Materials that the Contractor owns, a fully paid-up, perpetual, non-exclusive, non-transferable license to use the Pre-existing Materials as part of the Deliverables for the internal business purposes of the City.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential <u>all</u> Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent. Excluded from the definition of Confidential Information is:

    (a) information which is in, or becomes part of, the public domain, not due to the Contractor's breach of this Agreement or the Contractor's actions;

    (b) information which was previously in the Contractor's possession and did not originate from the City; and

    (c) information which lawfully becomes available to the Contractor from a third party not under an obligation of confidence to the City regarding such information.

    If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required If Contractor is required by any law, legal proceeding, or court or governmental order, to disclose any Confidential Information, the Contractor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to disclosure the Contractor will promptly notify the City in writing of the existence and the terms and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

    Contractor shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law or in order to meet its professional standard obligations, subject to its ongoing confidentiality obligations. Any Confidential Information stored in electronic backups will be overwritten in its ordinary lifecycle.

9. **Insurance**. The Contractor shall provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.

10. **WorkSafeBC**. The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

    Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations

thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.

12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld, delayed or conditioned. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.

15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.

16. **Release, Limitation of Liability and Indemnification**
   a. <u>Release</u>
   The Contractor now releases the City and the City's personnel from all losses, including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services but excepting any such costs, losses, damages or expenses that are directly caused by the negligent acts or negligent omissions of the City or anyone for whom the City is responsible at law.

   b. <u>Acceptance "As Is"</u>
   In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

   c. <u>Limitation on Liability</u>
   Each party agrees that the other party, its contracted affiliates, affiliates, agents and subcontractors, and each of their officers, directors, partners, principals or other personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of <mark>s.21(1)</mark> In no event shall either party, its contracted affiliates, affiliates, agents or subcontractors or any of their officers, directors, partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, loss of revenues, profits, data, goodwill or failure to realize expected savings) nor shall they be liable for any claim or demand against the other party by any third party. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party shall apply for, nor otherwise request, any award of punitive or exemplary damages against the other party.

   d. <u>Indemnity</u>
   Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, permitted assigns and authorized representatives (in each case, an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions and causes of action ("**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of the Gross Negligent Acts or Omissions (as defined below) of the Contractor or the Contractor's personnel, permitted assignees, or subcontractors in connection with the performance of the Services under this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party or

any individual acting on the Client's behalf. For the purpose of this section, "Gross Negligent Acts or Omissions" shall mean any act or failure to act in connection with providing the Services that is (a) a substantial departure from the standard of care normally applicable to the provision of such Services under the circumstances in which such Services are provided or (b) intended to inflict, or which is in reckless disregard of or wanton indifference to, harmful consequences which Contractor knew or should have known could result from such act; provided, however, that "gross negligence" does not include mere ordinary negligence, any error of judgment or mistake made by Contractor or any partner, director, officer, employee or agent of Contractor (acting in good faith and following the practices, methods or acts as are customarily and usually performed with respect to the provision in Canada of services similar to the Services) in connection with providing the Services for the purposes of this engagement and is more than just neglect, the absence of ordinary care towards others or just inadvertence.

   e. <u>Separate from Other Remedies and Rights</u>
   Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

   f. <u>Survival of Release/Indemnity</u>
   This Section 16 will survive the expiry or sooner termination of this Contract.

B. **CHANGES TO SERVICES**

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. **PAYMENT**

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
   - Contractor name, address and telephone;
   - City purchase order number;
   - Name of the City's Project Manager;
   - Invoice number and date;
   - Details of any applicable taxes; and
   - Tax registration number(s).

21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "**Lien Act**"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.

22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.

25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.

26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. GENERAL

27. **Time for Performance.** Time is of the essence in this Contract.

28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.

29. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.

30. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.

31. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.

32. **Termination.** The City may terminate this Contract:
    a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
    b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.

    If the City terminates this Contract under paragraph b. above, the City must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

    The Contractor may refuse to perform any part of the Services that would place the Contractor in conflict with applicable Canadian or British Columbian laws or professional rules set by the Contractor's professional regulators.

33. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.

34. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

35. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.

36. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.

END OF TERMS AND CONDITIONS OF SERVICES CONTRACT

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: wen.shi@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:
` https://vancouver.ca/doing-business/delivering-to-and-invoicing-the-city.aspx
` Submit one invoice per email in PDF format to the 'Remit To' email address
` Include the **Purchase Order number** (if applicable), and
` Include Contact Information (**name** and **email address**) of the City staff and department that will be approving the invoice

Acknowledgement:	PO:	4500624426
	Name and Title:	
	Signature:	
	Date:	

CITY OF VANCOUVER

**CITY OF VANCOUVER
Purchase Order**

Deloitte
410 West Georgia St, Suite 2000C
Vancouver BC V6B 0S7

PO number/date
4500624426 / Apr 24, 2023
Issuing employee/Telephone
Wen Shi / 604-871-6139
Our fax number   Created by
604-873-7057   SHIWE
Our email address
wen.shi@vancouver.ca
Our reference   PS20220333

Salesperson / Telephone / Fax
/1 604 6694466/1 604 6690395

Please bill to:
City of Vancouver
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: Arron McCurdy
Planning & Development Services
515 W. 10th Avenue
Vancouver BC V5Z 4A8

Delivery date   Aug 31, 2023

Payment terms : Net 30 days   Currency CAD

CFI PS20220333 - Digital Regulations & Business Rules Ecosystem Advisory Services

Supply Chain Contact: Wen Shi, 604-871-6139
Department Contact: Arron McCurdy, 604-354-8634
Vendor Contact: Joe Philbrook, 604-652-2672, jphilbrook@deloitte.ca

Item	Material #		Description		Delivery Date	
	Order qty.	U/M		Unit price	Ext. price	Tx
00010	s.21(1)	Each	DTP - Advisory Services s.21(1)		Aug 31, 2023 s.21(1)	IG

Joe Philbrook - lead advisor / consultant
Bruce Cathcart - ServiceNow-related subject matter expertise (SME)

s.21(1)

Expected value of unplanned services: s.21(1)

Total net item value excluding tax	s.21(1)
HST	0.00
Parking Tax	0.00
GST	s.21(1)

Deloitte
Vancouver BC V6B 0S7

PO number/date

4500624426 / Apr 24, 2023

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Item	Material #		Description		Delivery Date	
	Order qty.	U/M		Unit price	Ext. price	Tx
		PST			0.00	
		Total Including tax			210,000.00	

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