



**REQUEST FOR PROPOSALS**  
**("RFP")**

**CONSTRUCTION MANAGER**  
**FOR VIENNA HOUSE**

**RFP No. PS20201589**

Issue Date: April 23, 2021

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

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PART A – INFORMATION AND INSTRUCTIONS**

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**SUMMARY**

The RFP concerns the City's interest in procuring a proponent ("Proponent") to perform the role of Construction Manager ("Contractor") for the construction of Vienna House, a six-story 101 unit building to be located at 2009-2037 Stainsbury Avenue, created for the provision of affordable housing. The Vancouver Affordable Housing Agency ("VAHA"), acting as the agent for the City, is working collaboratively with BC Housing and More Than A Roof Mennonite Housing Society ("More Than A Roof" or "MTR") as the non-profit housing operator and lessee to deliver this project and has contracted CPA Development Consultants ("CPA") to act on their behalf as their development consultants. Although the City intends on entering into the Agreement (as defined below) directly with the successful proponent, the City's intent is to eventually assign the Agreement to More Than A Roof Mennonite Society ("MTR") as the non-profit operator and lessee.

The Contractor will work with the project design team ("Design Team") consisting of an architect and sub-consultant team whom will provide the design, construction documents, contract administration and post-construction documents. This Design Team, already contracted, has knowledge and proficiency with Building Information Modelling/Management processes and protocols ("BIM"). As the Design Team includes a consultant with experience in Certified Passive House multifamily projects the Contractor will have demonstrated experience with same. The Contractor will also be required to interface with subject matter experts including but not limited to, the City of Vancouver Green Building Programs Branch, BC Housing and Vienna House Research Team and specialized consultants affiliated to the project from both the cities of Vancouver and Vienna. BC Housing has procured a BIM Consultant and a quantity surveyor to work with the successful proponent for the duration of the project.

This project has been selected to be part of a unique initiative between the city of Vancouver and the city of Vienna under a Memorandum of Understanding to share knowledge and advance innovation in BIM and low carbon high energy efficiency affordable housing initiatives. Each city will ultimately feature a building named after its counterpart, with "Vancouver House" offering affordable housing in Vienna.

Details of the City's objectives and requirements to which the RFP relates as set out in Part B of the RFP. The City invites proponents to submit proposals in the form prescribed by the RFP ("Proposals") that are responsive to the RFP. The City will also consider innovative or novel approaches to the City's objectives and requirements.

**PART A - INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("RFP"): (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "**Agreement**"). Although the City intends on entering into the Agreement directly with the successful proponent, the City's intent is to eventually assign the Agreement to More Than A Roof as the non-profit operator

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and lessee. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- 1.3 The City currently intends that Proposals will be evaluated by the City and the project steering committee comprised of representatives of the City and VAHA, BC Housing and MTR (the “Project Steering Committee”) in relation to their overall value, which will be assessed in the City’s and the Project Steering Committee’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) **PART B - SCOPE OF WORK:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.
  - (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	May 11, 2021 at 3:00:00 pm
Closing Time	May 18, 2021 at 3:00:00 pm

- 2.2 All references to time in the RFP 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.

**3.0 CONTACT PERSON**

- 3.1 All enquiries regarding the RFP must be addressed to:

Jim Lowood, Contracting Specialist

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Supply Chain Management  
City of Vancouver  
jim.lowood@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

#### **4.0 SUBMISSION OF PROPOSALS**

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

4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name,
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to [Bids@vancouver.ca](mailto: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.

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

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

4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

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

4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of

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all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City and the Project Steering Committee have a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

- 4.9 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 Proponent, in the City's sole discretion.

**5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

- 5.1 The City may amend the RFP or make additions to it at any time.

- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

**6.0 PROPOSED TERM OF ENGAGEMENT**

- 6.1 The term of any Agreement will expire on completion of all services in accordance therewith, which the City and the Project Steering Committee expects will be approximately one to three (1-3) years after commencement of the services. Since the project is to be assigned, any extensions of the term will be at the discretion of More Than A Roof.

**7.0 PRICING**

- 7.1 All prices quoted in Proposals are to be exclusive of applicable sales taxes (except PST, if applicable, which should be included in the contract price.

- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

- 7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

**8.0 EVALUATION OF PROPOSALS**

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

- 8.2 The City and the Project Steering Committee currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City and Project Steering Committee representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value. In so doing, the City and the Project Steering Committee expect to examine the Proposals using the evaluation criteria found in Part C: Appendix 2 - Technical Proposal and highlighted in the table below:

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<b>Weighting</b>	<b>Evaluation Criteria</b>
30	Proposed Team and Relevant Experience
10	Work Plan and Construction Schedule
20	Innovation and Alternative Solutions
40	Commercial
100	<b>TOTAL SCORE</b>

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City and the Project Steering Committee are not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City and the Project Steering Committee may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City and the Project Steering Committee may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City and the Project Steering Committee may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City and the Project Steering Committee have in their sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the 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 RFP other than through the submission of its Proposal.

**9.0 CITY POLICIES**

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- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

#### **10.0 LIVING WAGE EMPLOYER**

- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

[http://www.livingwageforfamilies.ca/living\\_wages\\_in\\_bc\\_and\\_canada](http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada)

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

#### **11.0 CERTAIN APPLICABLE LEGISLATION**

- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the



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City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

**12.0 LEGAL TERMS AND CONDITIONS**

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

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

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PART B – SCOPE OF WORK**

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**PART B – SCOPE OF WORK**

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

**A. Description of Project**

The City of Vancouver and the project steering committee comprised of representatives of the City and the Vancouver Affordable Housing Agency, BC Housing and More Than A Roof Mennonite Society (the “Project Steering Committee”) invite Construction Managers to submit Proposals for the Vienna House project to be constructed on the City-owned lot at 2009-2037 Stainsbury Avenue, Vancouver.

The Vancouver Affordable Housing Agency (“VAHA”) acting as the agent for the City is working collaboratively with BC Housing and More Than A Roof Mennonite Society (“More Than A Roof” or “MTR”) as the non-profit housing operator, with CPA Development Consultants (“CPA”) to act on their behalf as their development consultant. Although the City intends on entering into an agreement directly with the successful proponent, the City’s intent is to eventually assign the agreement to More Than A Roof as the non-profit operator.

The project is focused on the inclusion of innovative construction methodology including utilizing a Building Information Management (“BIM”) process (See Part E “Building Information Management Process”) including the incorporation of offsite prefabrication strategies to increase quality control, reduce onsite construction time and disruption, and reduce waste as well as environmental impacts. Please also note that the project design is based on the BC Housing Design and Construction Standards, providing standards and technical guidelines for the design and construction of new buildings, conversions and renovation projects funded and financed by BC Housing. The project will achieve Passive House Standard Certification and use no fossil fuels, with a focus on greenhouse gas emission reduction.

The project will, in addition to achieving Passive House Standard Certification and using no fossil fuels, with a focus on greenhouse gas emission reduction, be required to adhere to a Building Information Management (“BIM”) process as defined in the BCHMC BIM Specification attached to this RFP in Part E. The Construction Manager is expected to lead the team and ensure compliance with these requirements.

For the purposes of responding to this RFP, the following tables are presented:

**Table 1: Design Considerations**

Description	Considerations	Comments
Site Area	31,940 (square feet)	
Proposed Floor Area	77,930 (square feet)	
Proposed Amenity Area	3,530 (square feet)	Includes Outdoor, Indoor and Rooftop (see Table 2 below)

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PART B – SCOPE OF WORK**

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Proposed FSR	2.4	
Vehicle Parking Stalls	36	Includes four car share substitution stalls
Bicycle Storage Spaces	195	
Total Residential Design Efficiency Target	82%	As per BC Housing guidelines

**Table 2: Area Estimate**

<b>Average Unit Sizes (including accessible units) *</b>	<b>Size (square feet)</b>
Studio	352
1 Bed	532
2 Bed	747
3 Bed	841
Outdoor Amenity Area	1343
Rooftop Amenity Area	994
Indoor Amenity Area	1193
Unit Total Area	61,154
Circulation	22,100
<b>Gross Area</b>	<b>83,254</b>

\*Note: Must meet the applicable City of Vancouver and BC Housing requirements

**B. Summary of Requirement**

The project will be “Construction Management at Risk” with Pre-Construction Services and will subsequently evolve into a fixed price (CCDC2 with BC Housing Supplementary General Conditions) construction contract based on pre-established General Contractor rates.

**1. Pre-Construction Design Stage Services**

This phase will involve the following tasks:

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- (a) Work with the Design Team to provide researched input regarding construction systems and methods starting in the early Construction Documents phase. Variables to consider will be the costs of the materials, availability, installation and time constraints, etc.;
- (b) Provide order of magnitude costs and schedule impacts for different design approaches and construction systems;
- (c) Work with the Design Team to:
  - i. Suggest and review options for degrees of prefabrication;
  - ii. Suggest and review options for the achievement Passive House Standard certifications, from the Contractor's perspective;
  - iii. Suggest and review building systems and assemblies and offer comments on availability, costs and constructability;
  - iv. Become an active participant in the BIM process and show leadership in maximizing the benefits of a BIM process throughout the design phase of the project; and
  - v. Highlight construction challenges and limitations for the Design Team and work collaboratively to seek solutions to reduce both the costs and the period of construction.
- (d) Prepare periodic cost estimates (ascending from Class D to Class A) Design Development, and Pre-Tender (Class B, and Class A cost estimates), in parallel with the BC Housing's quantity surveyor and analyse and reconcile any substantial differences between construction estimates and those of the quantity surveyor;
- (e) Participate in meetings and review construction drawings and specifications as they relate to constructability and the construction budget;
- (f) Prepare in consultation with the Design Team and the Owner, construction schedule(s), including schedules for alternative delivery or construction methods where applicable. Such construction schedule(s) should take into consideration construction tender process, on-site activities, participation in the virtual design coordination process, and all site constraints;
- (g) Perform all other services reasonably ancillary to the above as considered appropriate by the Design Team and the Owner to improve the construction budget, scheduling and timing aspects of the Construction Stage of the Project; and
- (h) Perform all the "Requirements" during the Pre-Construction Stage, as that term is defined in the RFP, as supplemented and contractually agreed to by the Construction Manager.

**2. Pre-Construction Tendering Stage Services**

The Construction Manager is to provide pre-construction tendering stage services under the Pre-Construction Management Services Agreement, including the following:

- (a) Recommend pre-ordering of critical materials where necessitated by time constraint factors. Schedule and coordinate the pre-order of specialized equipment which may be ordered by the City for incorporation into the project;

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**PART B – SCOPE OF WORK**

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- (b) Plan in detail the nature and extent of all necessary construction facilities and access requirements and services for the Project in order to avoid duplication of costs;
- (c) Plan to provide in a way best suited to the needs of the Project and compatible with logical planning, economy and the avoidance of duplication, all of the construction facilities and services common to the requirements of more than one trade contractor, both temporary and permanent, as pre-planned and called for in the above item. Ensure that any trade bidders are informed of the facilities and services being provided;
- (d) Pre-qualify contractors for each trade and prepare a list of recommended bidders;
- (e) Prepare, based on the Design Team's working drawings and specifications, bid documents for the purpose of calling tenders for various trade contracts. Set up, co-ordinate and tender the individual trade packages for all construction activities, wherein the trade package Construction Manager will:
  - i. Define the physical scope of work for each package, with an "Instructions to Bidders and Tender Form" for each trade, in a format acceptable to and be pre-approved by the City;
  - ii. Call trade package tenders to close at the Construction Manager's office and at the Construction Manager's expense;
  - iii. Open trade package tenders in private with the Owner or its designated agents;
  - iv. Coordinate the participation of the Owner, or its designated agents, in the trade tendering process, providing input to the tender package calls, attendance at tender openings, review of tenders, budget comparisons and contracting of the trades;
  - v. Receive and analyse the trade package tenders and summarize the results in written reports with budget review and comparison and Construction Manager's and Design Team's comments, and
  - vi. Suggest and implement alternates and amendments as may be necessary to have all trades remain within budget, on schedule and to meet all other project criteria;
- (f) Implement and maintain the policy that, in general, all work on the Project is required to be tendered competitively. If the Construction Manager wishes to perform specific trades or portions of trades using its own forces, upon prior notification, the Construction Manager may elect to bid on same and, in such cases, specific protocols will be established for advance submission of the Construction Manager's bid(s);
- (g) Recommend any appropriate adjustments to the Construction budget, including adjustments indicated by changes in general market conditions, and to the Construction Schedule;
- (h) Receive and analyze tenders and make recommendations for trade contract awards; and
- (i) Prepare the contract documents for all successful trade contractors and ensure that all applicable legal requirements are complied to in accordance with the terms of the Construction Agreement. Ensure that all bonds are submitted where required and inspect all insurance policies and workers compensation clearances.

**3. Construction Stage Services**

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PART B – SCOPE OF WORK**

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Please note that if a Construction Contract is successfully concluded between the City and the Construction Manager (as further set out in the Pre-Construction Management Services Agreement), then the Construction Manager will thereafter act as the general contractor to complete the Project on a stipulated fixed price basis as set out in a CCDC2-2008 with BC Housing Supplementary General Conditions, to be entered into with the Owner, pursuant to which Construction Contract the Construction Manager/General Contractor will be solely and fully responsible for the industry standard services as set forth therein.

**4. Post-Construction Stage**

If a Construction Contract is successfully concluded between the Owner and the Construction Manager, the Construction Manager's post-construction stage services will be the industry standard services, including following the BIM specifications, as set forth in the Construction Contract.

**C. PRE-CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

The Pre-Construction Management Services Agreement will set out the fixed fee for the pre-construction management services.

If at the end of the pre-construction management services stage, both parties agree to proceed, the Pre-Construction Management Services Agreement term will end and be replaced with a Construction Contract satisfactory to both parties for the construction of the Project for the agreed upon stipulated sum. The estimated Construction Budget is approximately \$32.8M.

**D. PROJECT ESTIMATE SCHEDULE**

Pre-construction services commencement	May 2021
Completion of Design Development documents	October 2021
Completion of contract documents	January 2022
Tendering of sub-trades	January 2022
Pre-construction	April 2022
Construction start	May 2022
Project Completion including post-construction services	October 2023-October 2024

Proponents are requested to review the Project schedule and in their Proposals discuss their proposed approach to achieving all milestones on time.

Proponents are requested to provide a more detailed schedule which reflects their scheduling strategies including a breakdown of the sub-tasks necessary to complete each of the deliverables described in Schedule A and a detailed plan of approach and description of the services proposed.

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PART B – SCOPE OF WORK**

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The working schedule should include outlining of milestone dates for completion of each sub-task and each deliverable as described above as well as all dates of meetings, workshops and consultations described in this RFP or referred to in the Proponent's Proposal.

**E. CITY-PROVIDED DOCUMENTS AND DRAWINGS**

All documents can be downloaded from the FTP site, please follow the instructions below:

To access the site externally, use **any internet browser** and go to:  
<https://webtransfer.vancouver.ca>

The user ID is: PS20201589dl@coveftp01

The password is: wrLg5haB (The password is case sensitive).

This account has rights to read and download files only.

**F. PROJECT BUDGET**

The preliminary construction budget for the project is \$32.8M ("Construction Budget"). Funding for related site development is included in the Construction Budget, but funding for the City's related soft costs is not. Such soft costs include:

- (a) Consulting fees and disbursements;
- (b) Legal fees and disbursements;
- (c) Administrative costs; and
- (d) Regulatory fees, levies and charges.

The final Construction Budget will be established at the completion of 90% working drawings. The successful Proponent will be expected to assist and advise the Design Team on phasing, constructability, cost control and the other aspects of the Project identified in this RFP.

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CONSTRUCTION MANAGER FOR VIENNA HOUSE  
PART C - FORM OF PROPOSAL

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**PART C - FORM OF PROPOSAL**

RFP No. PS20201589 Construction Manager for Vienna House (the “RFP”)

Proponent’s Full Legal Name: \_\_\_\_\_

“Proponent”

Address: \_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City’s website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title



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**APPENDICES**

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1      Legal Terms and Conditions of RFP
- APPENDIX 2      Technical Proposal
- APPENDIX 3      Commercial Proposal
- APPENDIX 4      Undertaking of Insurance
- APPENDIX 5      Personal Information Consent Form(s)
- APPENDIX 6      Proposed Amendments to Form of Agreement
- APPENDIX 7      Proof of WorkSafeBC Registration

**APPENDIX 1  
LEGAL TERMS AND CONDITIONS OF RFP**

**1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "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).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20201589, as amended from time to time and including all addenda.

**3 NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

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 Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

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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 RFP process on this basis.

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

**5.2 Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP 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 RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

**5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent 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 which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;

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**PART C - FORM OF PROPOSAL**

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- (c) the Proponent 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 proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

**6.2 Indemnity by the Proponent**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

**6.3 Limitation of City Liability**

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

**7 DISPUTE RESOLUTION**

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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**8 PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent 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 Proponent.

**8.2 Proponent's Submission Confidential**

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

**8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**9.4 Declaration as to No Lobbying**

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**10 GENERAL**

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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11 INDEPENDENT LEGAL ADVICE

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

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CONSTRUCTION MANAGER FOR VIENNA HOUSE  
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**APPENDIX 2  
TECHNICAL PROPOSAL**

Complete this Appendix 2 - Technical Proposal questionnaire by attaching a separate brief Technical Proposal section organized in the same manner and in the same order as the items below and containing all of the requested information.

**1. Executive Summary of Proposal**

Please provide a brief executive summary of the Proposal as well as a description of your organization, number of employees, purpose and history of successes.

**2. Proposed Team and Relevant Experience**

Please provide the following;

- Demonstration of relevant project-specific experience. Please provide at least three examples;
- Identification of project personnel and roles they will play on the project including but not limited to pre-construction manager, estimator, project manager, and site superintendent;
- Detailed summaries of recent experience connecting the identified personnel with relevant project experience; and
- Identification of key members with the following experience: Passive House multi-family projects, prefabricated wood construction, BC Housing-funded projects, delivering quality management through BIM processes and strategies and experience working within the City of Vancouver.

Please note that the Proponent's proposed team and relevant experience should be relevant to the Scope of Work section as appropriate.

**3. Work Plan and Construction Schedule**

Please refer to the Project Schedule listed on Section D of Part B to present the following:

- A work plan based on the preliminary design concept; and
- An estimated construction schedule that is reflected in the Commercial Proposal.

Please include a Gantt Chart for the above and details that illustrate a clear understanding of the project, and the opportunities and constraints related to the site, building, and partnership.

**4. Innovation/Alternative Solutions**

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to meet the City's objectives and requirements. Please provide the following:

- Examples of innovation or value added construction solutions from previous projects;
- Specific instances where innovation or value added construction methodologies could be utilized on this project to reduce construction timelines, reduce cost, or both.



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Please note that any pricing impact of the innovative solution(s) and/or value added proposals should be provided.

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**APPENDIX 3  
COMMERCIAL PROPOSAL**

Proponent shall provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

Appendix 3 - Commercial Proposal must be submitted as a spreadsheet. Please use the pricing table in Excel format incorporated by reference in this RFP.

**1.0 FIXED FEES**

**1.1 Pre-Construction Services**

Proponents are to provide a fixed all-inclusive fee for providing all pre-construction phase services outlined in Part B - Scope of Work and further detailed in the Form of Agreement (Pre-Construction Management Services Agreement).

**1.2 Construction Services**

Proponents are to also provide (in the "General Expenses + Fee Proposal" form attached as an Excel spreadsheet) a fixed all-inclusive fee for providing all of the construction and post-construction phase services outlined in Part B - City's Requirements, and further detailed in the Construction Contract (based on the Construction Budget set out in this RFP).

The above pricing is to be based on competitively procured prices from at least three reputable sub-contractors for each sub-trade for all sub-contractors' work with no hidden fees, contingencies or add-ons included in such sub-contractor bids.

**2.0 ALTERNATIVE PRICING SOLUTIONS**

Proponents may offer alternative pricing options. However, these should be offered in addition to, and not in lieu of, the pricing requested in Section 1 above.

☐

By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D.

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APPENDIX 4  
UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20201589 - Construction Manager for Vienna House

Dear Sirs:

We, the undersigned have completed, signed and submitted the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if \_\_\_\_\_ (the "Proponent") is selected, we will insure the Proponent in accordance with the requirements of the Agreement, the form of which is included in and will form part of the Agreement.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Full Corporate Name of Insurer:

\_\_\_\_\_



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

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 12<sup>th</sup> 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.*
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

**3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

**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. PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:* \_\_\_\_\_

**8. OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

Dated \_\_\_\_\_

REQUEST FOR PROPOSALS NO. PS20201589  
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**APPENDIX 5**  
**PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 5 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

**Reference #PS20201589**

**Title: Construction Manager for Vienna House**

With the provision of my signature at the foot of this statement I, \_\_\_\_\_

\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_

\_\_\_\_\_ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**APPENDIX 6**

**PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 6 - Proposed Amendments to the Pre-Construction Management Services Agreement (Form of Agreement) in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Table 1: Pre-Construction Management Services Agreement

Section / General Condition	Proposed Amendment	Rationale and Benefit

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**APPENDIX 7  
PROOF OF WORKSAFEBC REGISTRATION**

Attach as Appendix 7 to this Form of Proposal proof of valid WorkSafeBC registration.

**REQUEST FOR PROPOSALS NO. PS20201589  
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PART D - FORM OF AGREEMENT**

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**PART D  
FORM OF AGREEMENT**

(See attached)



REQUEST FOR PROPOSALS NO. PS20201589  
CONSTRUCTION MANAGER FOR VIENNA HOUSE  
PART D - FORM OF AGREEMENT

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PRE-CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Pre-Construction Management Services Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021,

BETWEEN

**City of Vancouver**  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C.  
V5Y 1V4

(hereinafter called the “**Owner**”)

AND

[\_\_\_\_\_] .  
name

[\_\_\_\_\_] .  
address

(hereinafter called the “**Construction Manager**”)

IN CONSIDERATION of the covenants and agreements set forth herein, and other good and valuable consideration (the receipt and sufficiency of which each party hereto hereby acknowledges), the parties agrees as follows:

**ARTICLE A-1 INTERPRETATION**

A-1.1 In this pre-construction management services agreement, the following terms will have the following meanings:

- (a) “**Agreement**” means collectively this pre-construction management services agreement, the RFP, the Proposal and all attachments to each thereof, all as amended from time to time in accordance with their respective terms;
  - (b) “**Architect**” means the firm of \_\_\_\_\_, retained by the Owner and who shall be responsible for the development of the design of the Project (the Architect’s services, duties and responsibilities are separately described in an Agreement between the Owner and the Architect);
  - (c) “**Class A Construction Cost Estimate**” means an estimate of the Construction Cost in both elemental cost analysis format as well as trade divisional format based on completed construction drawings and specifications prepared prior to calling competitive tenders;
  - (d) “**Class B Construction Cost Estimate**” means an estimate of the Construction Cost in elemental cost analysis format based on design development drawings and outline specifications, which include the design of all major systems and subsystems, as well as the results of all site/installation investigations;
-

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- (e) **“Construction Contract”** means the contract anticipated to be agreed upon and signed by the Owner and Construction Manager as further described in Article A-5 and in the form attached hereto as Schedule B;
- (f) **“Construction Costs”** means the estimated cost of construction, per the most recent Construction Cost Estimate, including all applicable taxes but excluding the applicable value added taxes;
- (g) **“Construction Documents”** means the specifications and drawings for the Project prepared by the Architect and accepted by the Owner;
- (h) **“Construction Stage”** means the phase of the Project starting on the date on which the Construction Contract is signed;
- (i) **“Design Team”** is defined in Section A-3.1;
- (j) **“Pre-Construction Fee”** is defined in Section A-6.1;
- (k) **“Pre-Construction Stage”** means the phase of the Project prior to the Owner and Construction Manager agreeing upon and signing the Construction Contract;
- (l) **“Project”** means the Vienna House project located at 2009-2037 Stainsbury Avenue, Vancouver, BC;
- (m) **“Proposal”** means the proposal dated \_\_\_\_\_, 2021 submitted by the Construction Manager in response to the RFP;
- (n) **“Quantity Surveyor”** means a firm retained by BC Housing as quantity surveyor for the Project;
- (o) **“RFP”** means the documents issued by the City as Request for Proposals for Construction Manager for Vienna House, including all supplements, amendments and addenda; and
- (p) **“Services”** means the services to be provided by the Construction Manager to the Owner during the Pre-Construction Stage, as set out in Articles A-3, A-4 and A-5 below.

A-1.2 The terms and conditions of the documents comprising this Agreement, including all appendices, are complementary and what is called for by 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 terms and conditions of this Agreement, such terms and conditions will take precedence and govern in the following order of priority, from highest to lowest:

- (a) this Pre-Construction Management Services Agreement;
- (b) the RFP; and
- (c) the Proposal.

## **ARTICLE A-2 SERVICES AND RESPONSIBILITIES**

A-2.1 The Construction Manager now agrees to provide the Services.

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A-2.2 The Owner shall be responsible for the development of the design of, and production of contract documents for, the Project and has retained the Architect to carry out this task.

**ARTICLE A-3 THE CONSTRUCTION MANAGEMENT TEAM**

A-3.1 The architect and sub-consultant team, and the City's other consultants, shall form the "**Design Team**" which will work from the commencement of the Pre-Construction Stage through to the start of the Construction Stage.

A-3.2 The Construction Manager shall provide guidance to the Design Team on all matters relating to construction.

**ARTICLE A-4 THE CONSTRUCTION MANAGER AS AGENT AND ADVISOR**

A-4.1 The Construction Manager represents that it is knowledgeable and experienced in the management of the type of construction and construction management required for the Project. The Construction Manager acknowledges that it is being retained by the Owner expressly because of its knowledge and expertise in that regard.

A-4.2 The Owner appoints the Construction Manager as its agent to act in its name in accordance with the terms of this Agreement but only for the purposes of representing the Owner's interests on construction matters to the Architect and under no circumstances is the Construction Manager authorized to act as the agent for or to represent the Owner to any other third parties, including without limitation, prospective sub-trades unless and until the Construction Contract is agreed upon and signed (and then only as set out in the Construction Contract).

**ARTICLE A-5 THE SCOPE OF THE SERVICES**

The Services to be provided by the Construction Manager pursuant to this Agreement include those outlined below under the heading Pre-Construction Stage, as may be supplemented or amended from time to time by direction of the Owner or agreement of the parties:

**A-5.1 Pre-Construction Design Stage Services**

The Construction Manager will provide the following services during the Pre-Construction Stage:

- Work with the Design Team to provide input regarding construction systems and methods starting in the Schematic Design phase;
- Provide order of magnitude costs for different design approaches and construction systems;
- Working with the Design Team:
  - suggest and review options for degrees of prefabrication;
  - suggest and review options for conventional wood framing and mass timber construction;
  - suggest and review options for the achievement of Passive House Standard Certification, from the Contractor's perspective;
  - suggest and review building systems and assemblies;
  - highlight construction challenges and limitations for the Design Team and work collaboratively to seek solutions;

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- provide advice on possible improvements, selection of materials, assembly systems, and equipment; and
- provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, factors related to alternative designs, and possible economies;
- Prepare Schematic Design, Design Development, and Pre-Tender (Class C, Class B, and Class A) Construction Cost Estimates, each in parallel with the BC Housing's quantity surveyor;
- Review of construction drawings and specifications as they relate to constructability and the construction budget;
- Prepare in consultation with the Design Team and the Owner construction schedule(s), including schedules for alternative delivery or construction methods where applicable. Such construction schedule(s) should take into consideration construction tender process, on-site activities and all site constraints.
- Perform all other services reasonably ancillary to the above as considered appropriate by the Design Team and the City to improve the construction budget, scheduling and timing aspects of the Construction Stage of the Project; and
- Perform all the "Requirements" during the Pre-Construction Stage, as that term is defined in the RFP, as supplemented by the Construction Manager's Proposal.

#### **A-5.2 Pre-Construction Tendering Stage Services**

The Construction Manager is to provide pre-construction tendering stage services under the Pre-Construction Management Services Agreement, including the following:

- Recommend pre-ordering of critical materials where necessitated by time constraint factors. Schedule and coordinate the pre-order of specialized equipment which may be ordered by the City for incorporation into the job;
- Plan in detail the nature and extent of all necessary construction facilities and access requirements and services for the Project in order to avoid duplication of costs;
- Plan to provide in a way best suited to the needs of the Project and compatible with logical planning, economy and the avoidance of duplication, all of the construction facilities and services common to the requirements of more than one trade contractor, both temporary and permanent, as pre-planned and called for in the above item. Ensure that any trade bidders are informed of the facilities and services being provided;
- Pre-qualify contractors for each trade and prepare a list of recommended bidders;
- Prepare based on the Design Team's working drawings and specifications bid documents for the purpose of calling tenders for various trade contracts. Set up, co-ordinate and tender the individual trade packages for all construction activities, wherein the trade package Construction Manager will:
  - define the physical scope of work for each package, with an "Instructions to Bidders and Tender Form" for each trade, in a format acceptable to and be pre-approved by the City;
  - call trade package tenders to close at the Construction Manager's office and at the

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Construction Manager's expense;

- open trade package tenders in private with the City or its designated agents;
  - coordinate the participation of the City, or its designated agents, in the trade tendering process, providing input to the tender package calls, attendance at tender openings, review of tenders, budget comparisons and contracting of the trades;
  - receive and analyse the trade package tenders and summarize the results in written reports with budget review and comparison and Construction Manager's and Design Team's comments;
  - suggest and implement alternates and amendments as may be necessary to have all trades remain within budget, on schedule and to meet all other project criteria;
- Implement and maintain the policy that, in general, all work on the Project is required to be tendered competitively. (Upon prior notification, the Construction Manager may elect to bid specific trades or portions of trades tendered, and in such cases, specific protocols will be established for advance submission of bids);
  - Recommend any appropriate adjustments to the Construction budget, including adjustments indicated by changes in general market conditions, and to the Construction Schedule;
  - Receive and analyze tenders and make recommendations for trade contract awards; and
  - Prepare the contract documents for all successful trade contractors and ensure that all applicable legal requirements are complied with in accordance with the terms of the Construction Agreement. Ensure that all bonds are provided where required and inspect all insurance policies and workers compensation clearances.

#### **A-5.3 Construction Stage**

This Agreement does not include, and the Construction Manager is not retained under this Agreement to provide, Construction Stage services. However, the Pre-Construction Stage Services are to be performed by the Construction Manager on the basis that the Owner and Construction Manager anticipate agreeing upon and then signing a Construction Contract at the conclusion of the Pre-Construction Stage in the form attached hereto as Schedule B.

The Construction Manager and Owner acknowledge their intent that the Construction Contract will reflect the following cost components, only:

- The fixed fee and pricing breakdown set out in the Construction Manager's Proposal representing the Construction Manager's General Expenses and Fee per Appendix 3 - Commercial Proposal totalling \$(To be determined); and
- The Construction Manager's sub-trade bids obtained and approved by the Owner and the Design Team.

The stipulated lump sum price for the Construction Contract, including all amounts payable to the Construction Manager, is currently estimated to be \$32.8M, based on the Project information presently available.

If the Class A Construction Cost Estimate prepared by BC Housing's quantity surveyor describes a construction cost higher than \$32.8M what was originally agreed upon, then the Construction Manager's

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General Expenses and Fee fixed fee will be adjusted upwards by a corresponding percentage in establishing the Construction Contract price.

It is the Owner's intent to proceed to enter into a Construction Agreement with the Construction Manager on the basis described herein, subject to subtrade tender bid results and the approval of the Owner for the award. If the Owner notifies the Construction Manager that it intends to proceed with construction of the project, the Construction Manager shall be obligated to enter into the Construction Agreement on the basis of the Construction Manager's General Expenses and Fee, adjusted in accordance with the immediately preceding paragraph.

With respect to the Construction Stage of this Project, the Owner reserves the complete and unfettered right to cancel the Project at any time, reduce or increase the scope of the Project, modify the Project in any way and either start, stop or modify its negotiations with the Construction Manager in respect of the Construction Contract at any time prior to signing the Construction Contract, including without limitation issuing an Invitation to Tender on the Construction Contract or any portion of same to third party contractors and either including or excluding the Construction Manager in such process(es).

Under no circumstances will the Owner be liable to the Construction Manager for any of the Construction Manager's costs of providing the Services nor for the Construction Manager's costs of negotiating or preparing anything in contemplation of signing a Construction Contract except as set out in Articles A-6, A-7 and A-8 below, and the Construction Manager now releases the Owner from all costs and liability in connection with the Project accordingly. This release will not apply to the Owner's obligations under the Construction Contract once the parties have agreed upon and signed same.

#### **ARTICLE A-6 CONTRACT FEE**

- A-6.1 The Owner agrees to pay the Construction Manager as compensation for the pre-construction management Services contemplated by this Agreement the fixed price fee of \$(To be Determined) in Canadian funds (the "**Pre-Construction Fee**").
- A-6.2 Payment of the Pre-Construction Fee will be made in accordance with the provisions of Article A-8.

#### **ARTICLE A-7 REIMBURSABLE EXPENSES**

The Pre-Construction Fee is all-inclusive and the Construction Manager will not be separately compensated for any disbursements or other out-of-pocket costs of any kind.

#### **ARTICLE A-8 PAYMENT**

- A-8.1 The Construction Manager will invoice the Owner on the 15<sup>th</sup> day of each month following the month in which the Services have been delivered. Such invoice will be reasonably detailed so as to provide sufficient evidence to the Owner that the Services required for the month have been delivered and performed in accordance with this Agreement. The Owner will pay each correct invoice within 30 days of its receipt.

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A-8.2 If the Owner fails to make payments to the Contractor as they become due under the terms of this Agreement, interest at one per cent above the prime rate per annum as of the date payment became due on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly. "Prime rate," for the purposes of this Agreement, means the lowest rate of interest quoted by the Royal Bank of Canada from time to time in the City of Vancouver to the most creditworthy borrowers for prime business loans.

**ARTICLE A-9      GENERAL**

The "Owner's General Contractual Provisions", attached hereto as Schedule A, are hereby incorporated into, and will apply to, this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by their properly authorized representatives as of the day and year first set forth above.

**CITY OF VANCOUVER**

\_\_\_\_\_  
per: (name and title)

**[CONSTRUCTION MANAGER]**

\_\_\_\_\_  
per: (name and title)

**SCHEDULE - A**  
**OWNER'S GENERAL CONTRACTUAL PROVISIONS**

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

Capitalized words and phrases used in these Owner's General Contractual Provisions, unless otherwise defined herein or the context otherwise clearly implies, have the respective meanings given to them in the Pre-Construction Management Services attached.

**ARTICLE 2**  
**TAXES/CURRENCY**

The Pre-Construction Fee is expressed and payable in Canadian dollars and is exclusive of GST and PST whenever and wherever applicable.

**ARTICLE 3**  
**CANCELLATION OF AGREEMENT**

The Owner may cancel this Agreement without cause at any time, but only if the Owner first gives at least five days' prior written notice of cancellation. As of the effective date of such a notice of cancellation, this Agreement will be cancelled as to all or those specified Services and the parties will have no further obligations to each other in respect of the same except that the Owner will remain liable to pay for those Services already ordered and performed prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

**ARTICLE 4**  
**OWNERSHIP, COPYRIGHT, CUSTODY AND CONTROL  
OF CERTAIN PROPRIETARY INFORMATION**

All reports and other documents or products produced and delivered by the Construction Manager to the Owner as a result of the provision of the Services (the "**Reports**") will be the sole property of the Owner, and the Owner will have the right to utilize all of the Reports for its benefit in any way it sees fit without limitation.

For further certainty, the Construction Manager now acknowledges that the Owner retains legal custody and control over all plans, data and other information supplied by the Owner to the Construction Manager ("**Owner-Related Data**") for the purposes of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

Any and all Reports prepared but not yet delivered to the Owner will be delivered by the Construction Manager to the Owner immediately on the expiration or sooner termination of this Agreement. The Owner may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Construction Manager requesting delivery by the Construction Manager to the Owner of all or any particular Reports (whether completed or not) in which event the Construction Manager will promptly comply with such request.



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The Construction Manager now transfers title in and to the Construction Manager's Owner-Related Data and the Reports and assigns to the Owner sole copyright in the Reports and the Construction Manager's Owner-Related Data. The Construction Manager agrees that title to the Construction Manager's Owner-Related Data and the Reports is to be considered to have been transferred, and any copyright in the Construction Manager's Owner-Related Data and the Reports is to be considered to have been assigned by the Construction Manager to the Owner upon creation of the Construction Manager's Owner-Related Data and the Reports. The Construction Manager now irrevocably waives, in favour of the Owner, the Construction Manager's moral rights in respect of the Construction Manager's Owner-Related Data and the Reports. The Construction Manager will obtain in writing, from its personnel, its permitted sub-contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Construction Manager's Owner-Related Data and the Reports to the Owner.

The Construction Manager represents and warrants that the Construction Manager's Owner-Related Data and the Reports will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

**ARTICLE 5**  
**RELEASE AND INDEMNIFICATION**

**5.1 Release**

The Construction Manager hereby releases the Owner, its elected officials, officers, employees and agents (collectively, the "**Owner Personnel**") from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, property loss and economic loss arising out of, suffered or experienced by the Construction Manager, its officers, employees and agents in connection with their performance of the Services.

**5.2 Acceptance "As Is"**

In undertaking the Services, the Construction Manager acknowledges that it has inspected the Owner's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all personnel employed or contracted by the Construction Manager to perform the Services.

**5.3 Indemnity**

Despite any insurance which may be placed by the Owner, the Construction Manager now agrees to indemnify and save harmless the Owner and the Owner Personnel from and against all losses, claims, damages, actions, and causes of actions (collectively, the "**Claims**") that the Owner or any of the Owner Personnel may sustain, incur, suffer or be put to at any time either before or after the expiry or sooner termination of this Agreement, that arise out of errors, omissions or negligent acts of the Construction Manager or its sub-Construction Managers, 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 the Owner, any other Owner consultant or adviser, Owner Personnel or any other persons for whom the Construction Manager is not responsible in law or under the terms of this Agreement. This indemnity will not affect or prejudice the Owner from exercising any other rights that may be available to it at law.

**5.4 Survival of Release/Indemnity**

This Article 5 will survive the expiry or sooner cancellation of this Agreement.

**ARTICLE 6  
INSURANCE**

**6.1 Required Types/Amounts**

Prior to commencing the Services, the Construction Manager will obtain at its own expense,

- (a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000 and a deductible of not more than \$25,000, protecting the Construction Manager against all claims for loss or damage arising out of any wrongful act or error or omission of the Construction Manager or its personnel, agents or any others for whom it is responsible in law or contract, in the performance of the Services.
- (b) a Comprehensive General Liability insurance policy with limits of not less than \$5,000,000 per occurrence, and a deductible of not more than \$25,000, protecting the Construction Manager against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the Construction Manager or the actions of the Construction Manager or its personnel. The policy will contain a cross liability clause in favour of the Owner and will name the Owner and its officials, employees and agents as additional insured.

**6.2 Required Policy Terms**

All required insurance policies will remain in full force and effect at all times during such time as Services are being performed under the Agreement, and for a period of not less than two years following the completion of the Services and will,

- (a) be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the Owner's Director of Risk and Emergency Management,
- (b) be primary insurance in respect to the Owner, and any insurance or self-insurance maintained by the Owner will be in excess of this insurance and will not contribute to such policies,
- (c) contain a provision that such insurance coverage will not be cancelled or materially altered without the insurer giving the Owner at least 30 days' prior written notice,
- (d) contain a clause that waives the insurer's right of subrogation against the Owner and its officers, employees and agents.

**6.3 Insurance Certificate**

Prior to commencing the Services, and at any time thereafter when requested by the Owner, the Construction Manager will forthwith provide evidence of all insurance required to be taken out pursuant to this Agreement, in the form of a detailed certificate of insurance and the insurance certificate will not contain any disclaimer other than is acceptable to the City. If required by the Owner, the Construction Manager will provide certified copies of the policies signed by its insurers.

**6.4 Sub-Contractor's Insurance**

If the Construction Manager hires a sub-contractor to perform any work related to the Services, the Construction Manager will cause such sub-contractor to obtain the same type, amount and terms of coverage as is required of the Construction Manager under this Agreement, and such sub-contractor will be required to provide evidence of same to the Owner's Director of Risk & Emergency Management in the same manner as is required of the Construction Manager.

**ARTICLE 7  
WORKERS' COMPENSATION BOARD**

**7.1 Maintain Coverage - General**

The Construction Manager will carry and pay for full Workers' Compensation Board ("WCB") coverage for itself and all personnel engaged in or on the Services, failing which the Owner has the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any amounts owing by the Owner to the Construction Manager. The Owner will have the right to withhold payment under this Agreement until all WCB premiums, assessments and penalties in respect of the Construction Manager or the Services, have been paid in full.

**7.2 Provide Evidence of Coverage - General**

Prior to the Owner having any obligation to pay any invoice under this Agreement, the Construction Manager will provide the Owner with the Construction Manager's WCB registration number and a letter from the WCB confirming that the Construction Manager is registered in good standing with the WCB and that all assessments have been paid to date. The Construction Manager will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WCB, including penalties levied by the WCB.

**ARTICLE 8  
INTENTIONALLY DELETED**

**ARTICLE 9  
MISCELLANEOUS**

**9.1 Set-Off**

The Owner may at its option, withhold and set-off against any amount owing to the Construction Manager (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the Owner against the Construction Manager, whether such claim is in law or at equity, in contract or in tort, or on any other basis.

**9.2 Joint Venture or Partnership**

If a joint venture or partnership, the Construction Manager represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Construction Manager will be joint and several.

**9.3 Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements whether verbal or written between the parties related thereto.

#### **9.4 Failure to Enforce**

Any failure by the Owner to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the Owner's right at any time to avail itself of such remedies as the Owner may have for any breach or breaches of such terms and conditions.

#### **9.5 Successors and Assigns**

This Agreement will benefit and bind each party and its successors and permitted assigns. The Construction Manager shall not assign or transfer an interest in this Agreement without the written consent of the Owner. The Owner may assign or transfer its interest in this Agreement in its sole discretion and without the consent of the Construction Manager.

#### **9.6 Owner Approvals**

No reviews, approvals or inspections carried out, or information supplied by, the Owner or its employees or other consultants will derogate from the duties and obligations of the Construction Manager to comply with this Agreement, and all responsibility related to the performance of the Services will be and remain with the Construction Manager.

#### **9.7 Owner Business License**

The Construction Manager will comply with the City of Vancouver Business License By-law and maintain a valid City of Vancouver business license at all times during which it provides Services under this Agreement.

#### **9.8 Independent Construction Manager**

This Agreement is a contract for services and the Construction Manager, its permitted sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Construction Manager and its permitted sub-contractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the Owner (except as set out in Article A-2 of the Agreement).

#### **9.9 Assignment**

The Construction Manager will not, without the prior written consent of the Owner, assign, either directly or indirectly, this Agreement or any right or obligation of the Construction Manager under this Agreement.

#### **9.10 Compliance With Laws**

The Construction Manager agrees to comply with all applicable laws and regulations in carrying out the Construction Manager's obligations under this Agreement.

#### **9.11 Independent Legal Advice**

The Construction Manager acknowledges that it has been given the opportunity to seek independent legal advice before executing this Agreement.

#### **9.12 Rights and Remedies**

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The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise applicable or available by law.

No action or failure to act by the Owner or Construction Manager shall constitute a waiver of any right or duty afforded either of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

**9.13 Receipt of and Addresses for Notices**

Communications in writing between the parties shall be considered to have been received by the addressee (i) if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended, on the date of delivery, (ii) if sent by post, within five days of the date of mailing, or (iii) if sent by fax, on the date and at the time when written confirmation of dispatch is received by the sender, when addressed as follows:

If to the Owner, at:

453 West 12<sup>th</sup> Avenue, Vancouver, B.C. V5Y 1V4

If to the Construction Manager, at:

\_\_\_\_\_

Fax no: 604-\_\_\_\_\_

**9.14 Law of the Agreement**

The enforcement and interpretation of this Agreement will be governed by the laws of British Columbia, and the laws of Canada applicable therein, and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under it.

**9.15 Language of the Agreement**

This Agreement is drawn in English at the request and on the agreement of the parties hereto.

**SCHEDULE - B**

**FORM OF CONSTRUCTION AGREEMENT**

The Proponent can access this information on the following site:

<https://www.bchousing.org/about/doing-business/supplier-centre/construction-contracts>

Please note that the BC Housing Supplementary General Conditions are available on this site and in order to download any CCDC documents the Proponent will need to purchase a registration number from a CCDC document outlet.

## PART E

### BUILDING INFORMATION MANAGEMENT PROCESS

Please review this document found on the Supply Chain Management website and attached to this RFP. The adoption of BIM has changed the traditional methods of planning, design, construction and operation of a physical asset. Proponents will be expected to lead the BIM process to deliver this project in compliance with the information supplied in this document. This document is an integral part of this RFP.

Recognizing the shift in the AECO industry to the adoption of Building Information Modeling / Management (BIM) to improve designs, foster stakeholder collaboration, and facilitate construction processes, the City of Vancouver, More Than a Roof ("MTR") with support of CPA Development Consultants (CPA) and British Columbia Housing Management Commission (BCHMC) plans to further explore the benefits of BIM systems on this project. This step has been taken due to the benefits for all parties of increased efficiency and risk reduction, through virtual coordination, enhanced visualization and sharing.

Please note that further information is available on the FTP site, please follow the instructions below:

To access the site externally, use **any internet browser** and go to:  
<https://webtransfer.vancouver.ca>

The user ID is: PS20201589dl@coveftp01

The password is: wrLg5haB (The password is case sensitive).

This account has rights to read and download files only.