

The Corporation of the City of North Vancouver
Request for Proposal
Historic Streetcar #153 - Exhibit Design, Fabrication and Installation



THE CITY OF NORTH VANCOUVER

REQUEST FOR PROPOSAL

**Historic Streetcar #153
Exhibit Design, Fabrication and Installation**

Museum of North Vancouver
North Vancouver Museum and Archives
100 Block West Esplanade, North Vancouver BC

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1.0 INTRODUCTION

The City of North Vancouver, (“the City”) on behalf of the North Vancouver Museum and Archives Commission, (“NVMA”) is requesting responses to this “Request for Proposal” from firms or teams (“Exhibit Design Contractor”) with demonstrated experience in interpretive planning and exhibit design and implementation to interpret The Historic Streetcar #153.

The scope of work includes interpretive planning, content development, exhibit and graphic design, audio visual design and production, and oversight of production and installation of interpretive and exhibit components in and around restored Streetcar #153 situated in the lobby of the new Museum of North Vancouver slated to open in late Winter/early Spring 2021. The scope of work is outlined in section 6.0

The new Museum has been constructed as a Tenant Improvement within the 16,000 sf City owned amenity space, located in the “Promenade at the Quay” development by Polygon Homes (100 block of West Esplanade) in the City of North Vancouver.

The successful exhibit designer will work with NVMA staff, including Director, Curator, Education and Public Programmer, Archivist, and Reference Historian, to undertake the planning and design, and oversee fabrication and installation of interpretive and exhibit elements to bring to life the significant artifact of Streetcar #153, in the lobby of the new Museum of North Vancouver.

1.2 All enquiries regarding this Request for Proposal must be directed to:

Sabine Zander, Purchasing Manager
Finance Department
City of North Vancouver
141 West 14th Street
North Vancouver, BC V7M 1H9

Phone: 604-983-7392
Fax: 604-985-1573
Email: szander@cnv.org

2.0 INSTRUCTIONS, TERMS AND CONDITIONS

The following terms and conditions will apply to this Request for Proposal. Submission of a Proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the City.

2.1 Responses must be received on or before:

4:00 pm (Local Time) Thursday, November 19, 2020

A **non-mandatory** site tour will be scheduled for **Monday, November 9, at 3:00pm** at the Museum site at:

115 West Esplanade Avenue
North Vancouver BC

The City prefers electronic submission of responses. Submissions should be in the form of a single PDF file **no more than 10 pages**.

Submissions are to be uploaded through Sendit, the City's file transfer service accessed at website:

<https://sendit.cnv.org/form/rfppurchasing>

1. In the "Competition Title" field enter Streetcar Exhibit RFP
2. Attach the file in .PDF format and Send (ensure you receive an email confirmation from SendIt to confirm upload is complete)

Submissions shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

If there is no ability to submit electronically a paper copy of the response may be submitted, on or before the closing time to:

Sabine Zander, Purchasing Manager
City of North Vancouver,
141 West 14th Street,
North Vancouver, BC V7M 1H9.

- 2.2 The City may reject a Proposal received after the Closing Time. It is the Proponent's sole responsibility to ensure its Proposal is received on time. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to accept a Proposal submitted after the Closing Time.
- 2.3 All Proposals and subsequent information or material received shall become the property of the City of North Vancouver and will not be returned. The Proposals

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will be held in confidence by the City subject to the provisions of the Freedom of Information and Protection of Privacy Act.

- 2.4 Proposals may be withdrawn by written request only, to the Purchasing Manager at any time prior to the scheduled closing time.
- 2.5 Proposals remain valid, and may not be withdrawn, for a period of sixty (60) days following the date for submission of proposals.
- 2.6 Prior to the date for submission of proposals, proponents should not contact any other representative of the City regarding this Request for Proposal, other than the representative identified in Section 1.2, without that representative's permission. Unauthorized contact with any City representatives, including members of City Council, may be cause for the rejection of the proponent's proposal.
- 2.7 Proponents are cautioned to carefully read and follow the procedures, terms and conditions required by this Request for Proposal, as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. However, the City reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal, and proceed with that respondent.
- 2.8 The City is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process for any reason, at any time. The City may then do nothing, retender, sole source or complete the work with the City's own forces.
- 2.9 Except as expressly and specifically permitted in these Instructions, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP process, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 2.10 This Request for Proposal and the successful proponent's response may form part of any contract entered into.
- 2.11 Any information acquired about the City by a proponent during this process must not be disclosed unless authorized by the City, and this obligation will survive the termination of the Request for Proposal process.
- 2.12 The proponent, including all firm, corporation or individual members of a proponent, will promptly disclose to the City any potential conflict of interest and existing business relationships they may have with the City or evaluation committee. The City reserves the right to disqualify any proponent that in its opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.

- 2.13 Pricing will be firm for the contract period, unless this Request for Proposal states otherwise. All prices quoted are to be in Canadian funds exclusive of any applicable taxes.
- 2.14 All amendments or further Information will be published at the City of North Vancouver website and the BC Bid website. It is the responsibility of the proponent to monitor these web sites to check for updates. The City will not accept questions or requests for clarification within 72 hours of the closing date and time.
- 2.15 Any dispute arising from this Request for Proposal, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
- 2.16 After the date for submission of proposals, a proponent may make a change to the makeup of the proponent's membership team only with express written approval of the City. The City may refuse to permit changes of members who in the judgment of the City have qualifications that were unique and essential to the proponent.
- 2.17 Sustainability: Declarations of Environmental or Social violations are mandatory requirements of the City's sustainable purchasing policy. Proponents should complete, sign and include with their submission the proponent commitment found in Section 4.0. Failure to submit a signed proponent commitment may result in the Proposal being rejected without further consideration
- 2.18 Proponents are expected to be aware of the requirements of the City's Supplier Code of Conduct and to comply. The code of conduct is part of the City's Sustainability Policy see Appendix B here:
<https://www.cnv.org/city-services/bid-notice/sustainable-purchasing-policy>
- 2.19 The lowest or any proposal shall not necessarily be accepted.

3.0 CONTRACTUAL TERMS

The successful Proponent will be required to enter into the City's Service Agreement (see Attached Appendix C)

Submission of a Proposal indicates acceptance of all the terms of the agreement unless specifically noted in a statement of non-compliance.

4.0 PROPONENT COMMITMENT

This commitment must be signed and received with the proposal at the office of the Purchasing Manager:

City of North Vancouver
Finance Department
141 West 14th Street
North Vancouver, B.C.
V7M 1H9

Attn: Sabine Zander, Purchasing Manager

No later than the closing date and time indicated in Section 2.1

Sustainability Policy

City of North Vancouver sustainable purchasing policy requires that each proponent declare if they have been found by a recognized regulatory body or adjudication body to be in violation of any of the following Environmental or Social standards, laws, and regulations within the past three years.

By submitting a proposal each proponent declares that there has been no violation other than that set out in the table below.

Environmental

The City of North Vancouver expects that each Proponent has and will comply with any applicable legislation pertaining to the environment. In Canada these include: *Canadian Environmental Protection Act, 1999 (Canada)*, *Fisheries Act (Canada)*, *Transportation of Dangerous Goods Act (Canada/BC)*, *Environmental Management Act (BC)*, *GVS&DD Municipal Solid Waste and Recyclable Material Bylaw No. 181*, *GVRD Air Quality Management Bylaw No. 937* and *GVS&DD Sewer Use Bylaw No. 164*.

Social

The City of North Vancouver expects that each Proponent has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to the work place safety, employment and human rights. In Canada these include: the *Corruption of Foreign Public Officials Act (Canada)*, *Human Rights Act (BC)*, the *Employment Standards Act (BC)* and the *Workers' Compensation Act (BC)*.

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This section to be completed by proponent:

Commitment

The Proponent declares that the signing officer (below) or any person who currently holds or has, at any time within the past three years, held the following positions or titles with the Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over the Proponent, of a violation, within the past three (3) years, under the legislation applicable to the Proponent, other than those set out in the table below

Title of act or Bylaw	Date of violation and regulatory/adjudication body	Description of violation or conviction	Regulatory/Adjudication body document file number

The Proponent having carefully examined and read the RFP, including all amendments and addenda hereby acknowledges that it agrees and has understood all of the foregoing and in response hereby submits the enclosed proposal.

Company Name _____

Company Address _____

Postal Code _____ Phone Number _____

Signature of Signing Officer _____

Name of Signing Officer _____

Title of Signing Officer _____

Email of Signing Officer _____

Date _____

4.0 BACKGROUND

Our community: North Vancouver, part of a metropolitan area containing some 2.3 million people, is located across Burrard Inlet from the City of Vancouver. Bounded by West Vancouver and the Capilano River on the west, Burrard Inlet to the south, and Indian Arm in the east, North Vancouver spreads across the lower slopes of the Coast Mountain range. The community is comprised of two separate municipalities: a small City of some 48,000 residents, containing a designated regional town centre, surrounded by a larger District municipality of 85,000 people who live in suburban neighbourhoods and a few growing town centres. In past decades North Vancouver has grown slowly, but over the next 20 years the population of the North Shore (North and West Vancouver) is projected to grow by some 40,000 people.

The Museum of North Vancouver serves both the City and the District of North Vancouver. These municipalities share similar community values: they strive to be vibrant, diverse, and livable communities; they want to protect their abundant natural assets (waterfront, rivers and canyons, parks, forests, and mountains); they seek to enhance their local identities and sense of place; and they are committed to becoming more sustainable by balancing social, economic, and environmental needs.

Who we are: The North Vancouver Museum & Archives is the only history-focused cultural organization on the North Shore. The NVMA and its Friends Society (a registered charity) are committed to preserving and building public interest in local history and sharing the stories of our community. NVMA has two public facilities: the soon to be opened new museum in Lower Lonsdale and the Archives facility that will remain in Lynn Valley.

Our mission: We engage, strengthen and inspire our community and its visitors by exploring history, connecting people and sharing ideas.

Our vision: To create a dynamic and innovative history centre and become a focal point of community life on the North Shore.

What we do: We explore the interactions between people and place that have shaped North Vancouver's history, are helping to create its present and will define its future. We are the sole custodian of North Vancouver's municipally-owned cultural, archival and museum collections. We preserve historically valuable community records and make them meaningful and accessible to the

public by organizing exhibitions, delivering educational programs, caring for collections, and providing access to archival information.

What we collect: NVMA has two significant collections. Items in the **museum collection** range from logging and shipbuilding artifacts, trophies and sports equipment, Coast Salish basketry and First Nations artifacts, to works of art, the sculptor's models for the lions flanking the Lions Gate Bridge (as well as original sections of the bridge itself), the prototype for an undersea 'submersible' built in North Vancouver and artifacts representing North Vancouver's diverse communities and its mountaineering and skiing history.

The new museum will also draw from significant materials in the **archives collection**. These include extensive textual records (of organizations and individuals whose activities document the historical, social, economic, political and cultural development of North Vancouver, and its two municipal governments), 45,000 photographs, maps, and architectural plans, as well as oral histories and some sound and moving image materials.

Our users and visitors: Activities, resources and events are offered for people of all ages and backgrounds. Visitors include school groups, families, both new and long-time residents, tourists, genealogists, heritage researchers, and representatives of businesses, municipalities, and community organizations.

Presently, about 30,000 people (mostly from North and West Vancouver) participate in the NVMA's off-site events and visit its facilities each year. In addition, school program participation averages 3,000 students per year. In a new museum facility, with a high-profile location in Lower Lonsdale, the museum's annual on-site visitation is projected to be 27,000 to 30,000, with approximately 20,000 additional people viewing extension exhibits and participating in NVMA community events.

The NVMA also has a significant online presence. Our main website (monova.ca) hosts several online exhibits, a 3-part capsule history of North Vancouver. "North Van History Highlights" (<https://monova.ca/education/history/>) and access to an extensive database of archival images and materials. NVMA is active on social media, and has also developed a major WWI commemorative website that is added to daily (greatwarchronicle.ca).

Governance and Staffing: Founded in 1972, the NVMA is governed by a municipally-appointed Commission containing an equal number of appointees from the City and the District of North Vancouver. Staff members include a Director, Administrative Services Manager, Curator, Education Programmer, Indigenous Cultural Programmer, Public Programs Planner, Archivist, Reference Historian, two part-time receptionists, as well as visitor services staff and student interns. Most staff will be based at the new museum.

5.0 PROJECT DESCRIPTION

In late 2016, the Council of the City of North Vancouver approved the concept design, business model, budget, City funding and location for a new Museum of North Vancouver.

The Museum is constructed in a City-owned amenity space located on the podium level of the future mixed use development “Promenade at the Quay” in the 100 block of West Esplanade in Lower Lonsdale – the historic heart of North Vancouver. The building is in a high profile location across from Lonsdale Quay Market, the Seabus Terminal and the new Polygon Gallery. The “Promenade” development, consisting of two levels of retail/commercial, one level of amenity (Museum) and twelve levels of residential, is designed to allow accessible, pedestrian access connecting Carrie Cates Court with Esplanade via a wide pedestrian mews. The entrance to the Museum is located at the northeast corner of the building, while parking and loading are shared inside the parkade below.

Together with the new Polygon Gallery and the Shipyards District development, the new Museum will contribute to a cultural precinct on the waterfront. It is part of a vibrant community hub that attracts both locals and tourists, and contains other cultural facilities, retail stores, restaurants, condominium residences, a hotel, a market, and a transit hub. The new museum is conceived of as a gateway, a community hub, and a bridge between communities:

A new street level entrance lobby, featuring North Vancouver’s iconic Streetcar No. 153 occupies 360 sq. ft. within a 2,093 sf lobby, as well as a new work of indigenous art inspired by Coast Salish traditions will welcome visitors into the new Museum.

The lobby will be connected to the main Museum space via a grand stair, an elevator, and a ramp that wraps around the Streetcar, and will feature a small Museum Store adjacent to the Streetcar.

Activate a significant historic artifact Bringing Streetcar #153 to Life

A professionally rebuilt and restored Electric Street Railway car, that serviced Lower Lonsdale in North Vancouver between 1912 and 1946, sits permanently inside the museum's arrival lobby, in full view to the public through floor-to-ceiling, exterior glass walls.

The original plans to activate and interpret the Streetcar included local theatrical interpretation and school programs, to be held inside the Streetcar, are not presently viable due to pandemic safety restrictions.

The requirement to activate this local artifact cannot be understated. The iconic streetcar will be used as a gateway and introduction to the museum experience, including public programs and specific education programs for children.

The Streetcar will tell the stories of the importance of the street railway system for the community as well as draw parallels to current transportation, urban growth and sustainability issues.

5.1 Scope of Project

In order to develop the Streetcar experience and learning opportunities with Covid-19 social distancing measures in mind, the NVMA proposes to develop audio and video components that will provide an accurate historical context and deliver the learning outcomes as part of the museum schools program.

Visitors will hear a motion-activated audio-scape with streetcar sounds and the voices and stories of streetcar riders. An audio station located at one end of the streetcar will provide individualized stories.

A video screen on a wall outside the streetcar will display historic footage of the streetcar in operation in North Vancouver, stills and footage of historic destinations and neighbourhoods, footage of the streetcars move into the new museum in 2019, and a talk provide by Don Evans from West Coast Railway about the significance and restoration of the streetcar.

6.0 REQUIRED PROJECT DELIVERABLES

The scope of exhibit design services includes:

Content Development (in collaboration with NVMA staff):

- **Detailed storyline** -- providing a strong narrative structure and a clustering of themes and topics, stories, objects and experiences
Content plan -- identify artifacts for display and other components of The Historic Streetcar #153.
[NOTE: NVMA staff—Director, Curator, Archivist and others—will be responsible for exhibit research and object/image selection in collaboration with the Exhibit Design Contractor.]
- **Exhibit texts**, including panels, labels, infographics and other supportive text will be prepared by the Exhibit Design Contractor with input and oversight from NVMA staff.
- **Multi-media elements** – propose multi-media exhibit components.

Design Development:

- **Exhibit Design** includes exhibit layout and renderings, colours, materials and finishes, lighting, final design specifications for exhibits and interactives, construction documents, fabrication budget.
- **Graphic Design** includes look, layout and design of exhibit text, signage and graphic elements

Production and Installation

- **Production and Fabrication**, including fabrication of exhibit fixtures, exhibit signage and graphics.
- **Sourcing and Procuring Hardware**, including specific computer and audio-visual equipment.
- **Installation of Exhibits**, including all exhibit millwork, artifact mounts, lighting, computer hardware/software, other equipment and artifacts.
- **Final Commissioning of Exhibits** – producing an exhibit maintenance manual, ensuring proper functioning of exhibits upon the museum's opening and trouble-shooting any exhibit-related problems.

Project Budget:

The current budget for the planning, design, fabrication and installation of The Historic Streetcar #153 Interpretation RFP total approximately \$50,000. The exhibit designer will be responsible for developing and managing the budget in consultation with the Museum Director to ensure the project does not exceed the budget available.

The exhibit designer shall furnish all labour, materials and equipment to perform the work indicated and specified by this document, including interpretive planning work, design fees and expenses, and exhibit fabrication and installation. Work will be to museum quality with attention to fit, finish, durability and ease of maintenance.

The NVMA will be responsible for participating in the interpretive planning process, exhibit content research, reviewing and editing exhibit text, sourcing of artifacts, image research and acquisition (including required approval/permissions).

Schedule:

The exhibit design team is required to deliver the following scopes of work on the below dates:

For the Historic Streetcar #153 Exhibit Design

Exhibit planning:	November 2020 to November 2020
Exhibit writing and design:	November 2020 to December 2020
Exhibit fabrication and graphics:	December 2020 to January 2020
Exhibit Installation:	January 2020 to February 2020

7.0 RESPONSE CONTENT

Submissions should include the following sections:

1. General

Include a one page letter of introduction
Signed Proponent Commitment Form

2. Corporate Profile

Include a general overview and corporate profile of the exhibit designer including:

- location of office(s)
- number of total staff at each location
- annual volume of services provided for the past five years

3. Relevant Company Experience

- Include project summaries of relevant scopes of work for all firms that are key members of the exhibit design team, including client name, location, schedule, key personnel involved and value of construction.
- Submit relevant writing sample(s) from the individual(s) who will prepare exhibit text.

4. Personnel

This section should include:

- Identification and brief description of relevant experience of key company personnel and project managers. Resumes may be included as an appendix.
- The name, resume and relevant experience of the specific individual who would be assigned as the lead/primary design team leader.

5. References

This section to include:

- A minimum of two client contacts for relevant work done by the firm within the last two years.
- A minimum of two client contacts for relevant work done within the last two years for which the identified lead/primary PM played a primary design leadership role.
- A list of municipal client contacts for PM work done within the last five years.

6. Work Program

- Outline the proposed exhibit development process.
- Outline reporting structure between members of the exhibit design team.
- State your approach and proposed methodology to complete the work.
- Outline your proposed work program and schedule including overall timing, anticipated completion dates of all key elements;

7. Fees

- Fees to be provided for different stages of project, (concept development, design, preparation of construction documents, tender review, overview of fabrication and installation review). Costs are to be inclusive of all taxes;

8.0 EVALUATION

8.1 The City will evaluate Proposals based upon the criteria below;

- Methodology and work plan 25%
- Specialty design expertise as it applies to this project 25%
- Quality of Proposal 5%
- Fees 25%
- Schedule 20%

8.2 Proposals will be reviewed and evaluated by a selection committee comprised of City and Museum staff. During the evaluation process any or all of the proponents may be invited to give written or oral presentations and/or participate in interviews with the committee.

9.0 CONTRACT AWARD

9.1 After selection of a preferred proponent the City may request negotiations which could include discussion of the terms and conditions in the contract and minor modifications of scope and price. Following which a signing of contract documents and the awarding of a contract will be made by the Purchasing Manager.

9.2 If the preferred proponent and the Purchasing Manager cannot agree on contract language in the contract document, the process will be terminated, no purchase order shall be issued and the City will begin negotiations with the next preferred proponent.

North Vancouver's Street Car System

On August 19th, 1906 electricity arrived in North Vancouver, illuminating 24 intersections with arc lamp street lights. Soon after, North Vancouver became a "Streetcar Suburb" where residential growth followed the path of the new streetcar lines, making it possible for people to access affordable housing and ride public transit to work.

In early September, the B.C. Electric Railway (BCER) streetcar system launched its first streetcar line on the North Shore. No. 1 Line ran up Lonsdale Avenue, extending north from the ferry wharf to 12th Street (later to Windsor Road). By December 1912, two more lines were in operation. No. 2 Line ran east to Grand Boulevard and up to Lynn Valley and No. 3 Line ran west along Keith Road to Fell Avenue, via trestle across Mackay Creek and through Pemberton Heights to Capilano Road. All lines terminated at the ferry dock.

Over the next 35 years, North Vancouver residents rode their streetcars and utilized the ferries and interurban rail systems to travel through Vancouver, Richmond and the Fraser Valley. At its height, the BCER operated the largest interurban and street railway system in Canada, and one of the largest in the world.

After World War II, like many places in North America, local streetcars were replaced by buses and the last streetcar run in North Vancouver was made on April 27, 1947 by Car 157 on the Lynn Valley line. Several decades later, there was interest in reviving a streetcar system in North Vancouver. Engineering studies were done in 1991 and 2002, but the costs and logistics of re-introducing streetcar service were prohibitive. History and reconstruction

- 1912-1946 – Car 153 ran on the Lonsdale Line.
- 1946-1970s – Sold as scrap; the car body became a motel cabin in Ruskin, then a restaurant near Chilliwack and later a chicken coop near Ryder Lake.
- 1970s-80s – Moved from the Fraser Valley to the then-vacant Dominion Bridge Company plant, Burnaby.
- August 1986-1988 – Moved to North Vancouver's Mahon Park where it was stored under Fenn Burdett Stadium.
- 1988-1992 – Exterior reconstruction by volunteers.
- 2019 – Reconstruction completed by a team from West Coast Railway Association, Squamish.

Car 153 – Facts and Figures

- Type of Car: a double-ended, two-man, four-axle, semi-convertible streetcar with a raised clerestory roof, and stained wood interior with rattan seats.

- Manufacture: Built in 1908 in New Jersey by the John Stephenson Co. with 'trucks' (wheel assemblies) manufactured by the J.G. Brill Co., Philadelphia.
- Dimensions: Length 39 ft. 1 in.; Height 10 ft. 7 in.; Width 8 ft. 9 in.
- Weight: 48,950 pounds
- Years of Service: BCER Car 153 began service in Vancouver and was later moved to North Vancouver where it operated between August 1, 1912 and September 24, 1946.
- Body colours: The Car was originally painted green. In 1925, it was re-painted red.
- Double-ender: driveable from both ends. At the top of Lonsdale (at Windsor Road), the seats were flipped to face south, the motorman took his controls and brake handle to the 'front' and the conductor with his fare box, moved to the 'rear'. The Car then returned to the ferry dock.

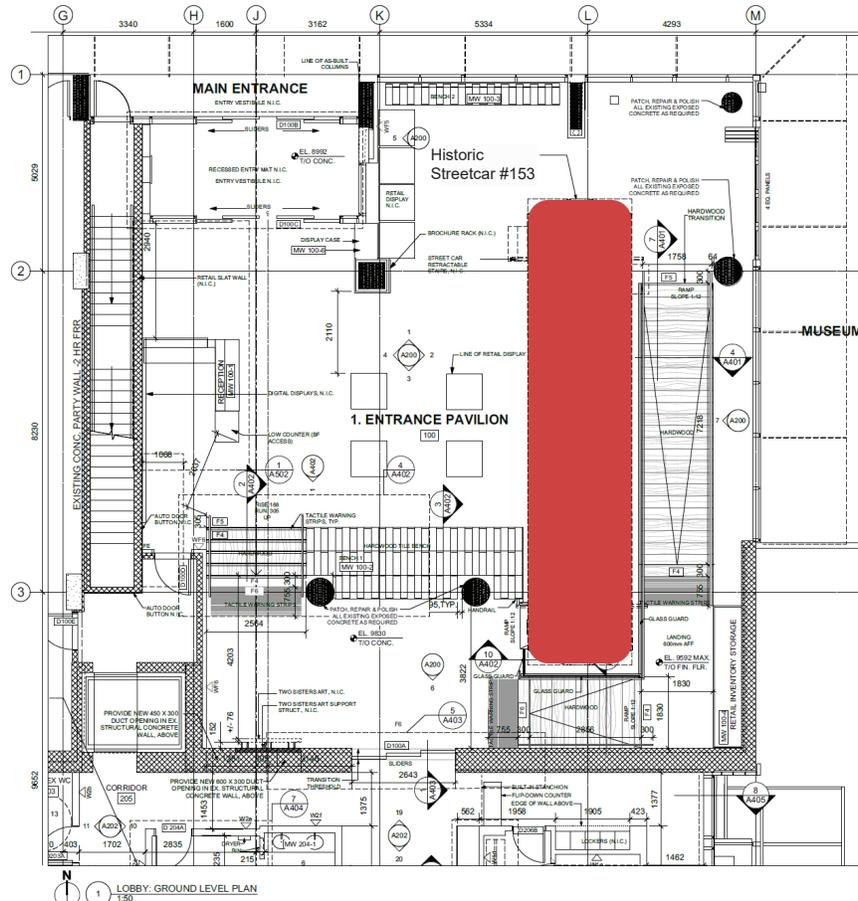
Acknowledgements

Car 153's restoration journey took many years with numerous people and organizations involved. Special thanks and appreciation go to:

- B.C. Transit and Brian Kelly, transit historian, for finding and rescuing Car 153.
- City of North Vancouver which purchased the Car, provided restoration funds, acquired replacement parts, stored the Car for 33 years, and designated a permanent home for it in the new Museum of North Vancouver.
- B.C. Heritage Trust which helped fund the Car's restoration in the 1990s.
- Province of British Columbia which provided funding to complete its reconstruction and move the Car into the Museum in 2019.
- Bill Baker (1925-2011), first Director of the North Vancouver Museum & Archives (NVMA) (1971-1991), who championed the Car's return to North Vancouver in 1986.
- Volunteer Bob Booth (1919-2015), a retired architect, who acted as the project manager for the Car's restoration from 1988 to 1992.
- Volunteer's Carl Andersen, a retired shipwright from Burrard Dry Dock, who re-built the Car from Bob Booth's plans and Stephen Ley who completed the final construction work.
- Robin Inglis, former NVMA Director (1991-2007), and Gary Payne, former City Councillor and NVMA Commission Chair, proponents for the Car's reconstruction in the 1990s.
- Streetcar historian, Henry Ewert, author of the 2001 book "The Perfect Little Street Car System, North Vancouver, 1906-1947."
- Gary Penway, former Director of Community Development for the City of North Vancouver, a champion for North Vancouver's history and built heritage.

We are building a new Museum of North Vancouver that will be as extraordinary as the community it serves – for more information and to register for e-mail updates about the new museum, please visit our website: nvma.ca/extraordinarymuseum

Appendix B



Floor plan of museum lobby with location of Historic Streetcar #153



Rendering of museum lobby with Historic Streetcar #153



SERVICE CONTRACT (GENERAL)

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, represented by ,
(the "City", "we", "us", or "our" as applicable) at the following address:
141 W 14th Street
North Vancouver B.C.

AND
(the "Contractor", "you", or "your" as applicable) at the following address:

Postal Code: V7M 1H9 Email: szander@cnv.org

Postal Code: Email:

THE PARTIES AGREE TO THE TERMS ON THE FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE A – SERVICES

Services:
As per the City of North Vancouver RFP / Response to RFP..

Term: Start Date:

End Date:

SCHEDULE B – FEES AND EXPENSES

Fees:
To be paid as per proposal

Expenses: Maximum

Maximum Amount: \$ plus GST

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

A Commercial General Liability policy of not less than \$5,000,000.
(The above shall indicate the City of North Vancouver, and Museum as additional insured)
Evidence of WorkSafe BC
CNV Business License

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

Schedule E – Privacy Protection

Schedule F – Additional Terms

Schedule G – Security

SIGNED AND DELIVERED on the ____ day of _____, 2020 on behalf of the City by its duly authorized representative:

SIGNED AND DELIVERED on the ____ day of _____, 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature

Signature

Sabine Zander, Purchasing Manager
Print Name

Print Name

READ TERMS ON FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED ABOVE

TERMS OF SERVICE CONTRACT (GENERAL)

CONTRACTOR'S OBLIGATIONS

1. You will provide the services described in Schedule A (the "Services") in accordance with this agreement. You will provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
3. Unless otherwise specified in this agreement, you will perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised. If we reasonably object to the performance, experience, qualifications or suitability of any of your personnel then you will, on our written request, replace such personnel.
5. You are an independent contractor and not our employee, agent, or partner. We may from time to time give you reasonable instructions (in writing or otherwise) relating to the performance of the Services. You will comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement in form and content during the term of this agreement and for a period of seven years following completion or termination of this agreement or such other period satisfactory to us.
8. You will permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You will treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this agreement, or
 - (c) if it is information in any Incorporated Material.
10. You will make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you will advise the person to make the request to us.
12. You grant to the City of North Vancouver irrevocable license to use, reproduce, modify and distribute the produced materials.
13. You shall retain copyright in the Produced Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will comply with the Privacy Protection Schedule if attached as Schedule E.
16. You will maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You will comply with all applicable laws.
18. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
19. You will not assign any of your rights under this agreement without our prior written consent.
20. You will not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You will ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
21. You will not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

24. If you comply with this agreement, we will pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the ServicesWe are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
25. In order to obtain payment of any fees and expenses under this agreement, you will submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.

26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

28. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf as described by the Income Tax Act of Canada.

TERMINATION

29. We may terminate this agreement
 - (a) for your failure to comply with any term of this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.If we terminate this agreement under paragraph (b), we will pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
If we terminate this agreement under paragraph (a), we may deduct and set off from any payments owing to you any costs incurred or losses suffered by us on account of your default.
30. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

31. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
32. We will endeavor to make available to you all information in our possession which we consider pertinent to your performance of the Services. You will advise us in writing if in your judgment the information is deficient or unreliable.
33. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
34. Time is of the essence in this agreement. You will provide the Services within the performance or completion dates or time periods as may be set out in Schedule A, or as otherwise agreed to in writing by us.
35. Any notice contemplated by this agreement, to be effective, will be in writing and either
 - (a) sent by fax to the addressee's fax number specified in this agreement,
 - (b) delivered by hand to the addressee's address specified in this agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
36. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
37. No modification of this agreement is effective unless it is in writing and signed by the parties.
38. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
39. Any disagreement, failure to agree or other dispute arising out of or in connection with this agreement, including in respect of the interpretation, breach, performance, validity or termination of this agreement, may be referred to and finally resolved by arbitration under the Commercial Arbitration Act if agreed by all parties to this agreement.
40. Sections 6 to 16 and 18, continue in force indefinitely, even after this agreement ends.
41. The schedules to this agreement are part of this agreement.
42. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
43. The contractor will conform to the City of North Vancouver License By-law and maintain a valid Business License throughout the duration of this agreement. Nothing in this agreement is to be construed as interfering with the exercise by the City or its agencies of any statutory power or duty.
44. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy, scan or faxed copy) and delivering it to the other party by fax or email.
45. In this agreement,
 - (a) the words "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement, and
 - (c) "we", "us", and "our" refer to the City alone and not to the combination of the Contractor and the City, which is referred to as "the parties".

SCHEDULE 'B'

BASIS OF PAYMENT TO THE CONTRACTOR

1 In consideration of the Services performed by the Contractor to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Contractor the fees and reimbursable expenses prescribed herein, plus the Goods and Services Tax as applicable.

2 Subject to sub-clause 3, payment to the Contractor will be based on hours worked by employees of the Contractor multiplied by the hourly charge-out rates in the Contractor's proposal.

3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum total of the fees and disbursements to be paid by the City to the Contractor for the Services shall not exceed those amounts. Where additional fees are to be paid by the City to the Contractor for increases in the scope of the Services provided by the Contractor, they shall not exceed the amount of said fees mutually agreed upon under clause 3. This limit on the fees to be paid by the City to the Contractor shall in no way diminish the duties and obligations of the Contractor to provide the Services covered by this Agreement.

Notwithstanding anything to the contrary contained in this Agreement save for Clause 3, the maximum liability of the City hereunder shall be \$, plus the Goods and Services Tax as applicable.

4 Subject to the maximum liability of the City under sub-clause 3, disbursements for which the City will reimburse the Contractor shall be limited to the following:

- a) Transportation of the Contractor's employees to meetings requested by the City at locations other than the Contractor's offices.
- b) Long distance telephone calls, telegrams and facsimile.
- c) Reproduction of drawings and specifications.
- d) Delivery of drawings, specifications or correspondence by courier, where this method of delivery has been requested by the City.
- e) Provision of office space and related services at a job site (but only if first approved in writing by the City) where the Contractor's personnel are performing full time construction supervision, administration and inspection as part of the Services.
- f) Subcontractors fees for drilling and soil sampling or other work, first approved in writing by the City, which is required for the Contractor to carry out his duties under this Agreement.

Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

All other expenses not listed above are considered to be included in the Contractor's fees.

5 If the Contractor has engaged sub-contractor(s), then the Contractor shall make full payment to said sub-contractor(s) for work performed in relation to the Services. Such payments shall also be in accordance with subclause 2 herein.

Subject to sub-clause 3, the City will reimburse the Contractor for payments made to sub-contractor(s) at amounts equal to such actual payments without any additions for overhead and profit to the Contractor.