



## REQUEST FOR APPLICATIONS

### PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS

RFA No. PS20150505

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PART A - INFORMATION AND INSTRUCTIONS

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1.0 THE RFA

- 1.1 This Request for Applications (the "RFA") provides an opportunity to submit Applications for review by the City and, depending on the City's evaluation of such Applications, among other factors, to potentially negotiate with the City to enter into a standing contract under which transportation-related consulting services may be provided to the City during a period of approximately three to five years.
- 1.2 EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFA: (I) NO PART OF THE RFA CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFA IS LEGALLY BINDING ON THE CITY.
- 1.3 As noted above, this RFA concerns the City's interest in, from time to time, procuring transportation-related consulting services. As specific requirements are not known at this time, the City wishes to enter into standing contracts, in the form of Part D, with three suppliers per each service category described in Section 1.5 below, that have the interest and capabilities to provide such services. This would allow the City to call for required services, as and when the need arises. Further information regarding the services that are expected to be required is set out in Part B of the RFA.
- 1.4 The City is interested in selecting multiple Applicants in this RFA with the capability and experience to efficiently and cost-effectively meet the City's requirements. The City currently expects to select such Applicants and then enter into negotiations with such Applicants concluding in the execution of Agreements with them. However, the City may: (i) decline to select any Applicant; (ii) decline to enter into any Agreement; (iii) select only one Applicant; or (iv) enter into one or more agreements respecting the subject matter of the RFA with one or more Applicants or other entities at any time. The City may also terminate the RFA at any time.
- 1.5 A secondary purpose of this RFA is to produce a list of pre-qualified vendors, which may be invited, from time to time during a period of approximately three (3) years to participate in procurement competitions (whether invitations to tender, requests for proposal, requests for quotations or otherwise) to provide consulting services related to transportation for medium to large projects (the "Pre-Qualified List"), in particular, in the areas of:
- (a) transportation modeling, forecasting, and capacity analysis;
  - (b) road safety and conflict analysis;
  - (c) railway crossings and design;
  - (d) transit infrastructure design;
  - (e) data collection, analysis, and mapping;
  - (f) active transportation planning and design; and
  - (g) conceptual transportation infrastructure design;
- (all as described in more detail in Section 1.1 of Part B).
- 1.6 Applicants may apply to any areas described in the foregoing Section 1.5 that they feel they are qualified for. However, Applicants do not need apply to all areas.

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- 1.7 The City currently expects that the same entities with which it enters into Agreements would be included on the Pre-Qualified List. However, the City may opt to include fewer, more or no Applicants on the Pre-Qualified List.
- 1.8 In assessing Applicants, the City expects to consider the factors described in Section 8 below, among others.
- 1.9 NO BID SECURITY IS REQUIRED FROM APPLICANTS IN CONNECTION WITH THE SUBMISSION OF APPLICATIONS BECAUSE NO APPLICATION WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY AN APPLICANT TO THE CITY. THE LEGAL OBLIGATIONS OF AN APPLICANT THAT WILL ARISE UPON THE SUBMISSION OF ITS APPLICATION WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED IN APPENDIX 1 TO THE APPLICATION FORM (PART C).
- 1.10 The execution of any Agreement may be contingent on approval by the Vancouver City Council.
- 1.11 The RFA consists of four parts, plus respective appendices:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFA process for Applicants.
  - (b) PART B - SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS: This part elaborates upon the subject matter of the RFA, in respect of which the City invites Applications. This part also stipulates the information that should be contained in each Application.

The following appendices expand on Part B:

- Appendix 1 to Part B - Consultant Engagement Process
  - Appendix 2 to Part B - Request for Services Form
  - Appendix 3 to Part B - Consultant Performance Evaluation Form
  - Appendix 4 to Part B - Applicant's Related Experience Form
  - Appendix 5 to Part B - Pricing Form
  - Appendix 6 to Part B - Declaration of Supplier Code of Conduct Compliance
  - Appendix 7 to Part B - City of Vancouver Assessment of Vendor Sustainability Leadership Questionnaire
  - Appendix 8 to Part B - Certificate of Existing Insurance
  - Appendix 9 to Part B - Professional Liability Insurance Certificate
  - Appendix 10 to Part B - Liability Insurance Certificate
- (c) PART C - APPLICATION FORM: This part consists of the application form to be completed by each Applicant in connection with its Application (the "Application Form"). Each Application must be submitted under the cover of a duly completed and executed Application Form.

The following appendix expands on Part C:

- Appendix 1 to Part C - Legal Terms and Conditions
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement entered into at the conclusion of the RFA process is expected to be substantially in the form of the Form of Agreement.

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PART A - INFORMATION AND INSTRUCTIONS

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2.0 KEY DATES

2.1 Potential Applicants should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 p.m., June 23, 2015
Closing Time	3:00 p.m., June 30, 2015

2.2 All references to time in the RFA are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for applications.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFA must be addressed to:

Gamaliel Martinez  
[gamaliel.martinez@vancouver.ca](mailto:gamaliel.martinez@vancouver.ca)

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

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

4.0 SUBMISSION OF APPLICATIONS

4.1 Applicants should submit their Applications in writing 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 Applicant should submit its Application either by email to the Contact Person with the Applicant's name and the RFA title and number in the "subject" line ("Pre-qualification of Transportation Consultants"; "PS20150505") or in an envelope clearly marked with the Applicant's name and the RFA title and number ("Pre-qualification of Transportation Consultants; PS20150505") to the following address:

Supply Chain Management  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,  
Vancouver City Hall  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4

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- 4.3 To be considered by the City, an Application must be submitted under the cover of an Application Form, completed and duly executed by the relevant Applicant, including Appendix 1 thereto.
- 4.4 Amendments to an Application may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Applications must not be submitted by facsimile.
- 4.6 Unless an Application (or amendment) is submitted by email, in which case one (1) complete electronic copy shall suffice, the City requests that one (1) hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Application (or amendment) be submitted.
- 4.7 Applications should not be bound in three-ring binders.
- 4.8 Applications are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of an Application, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.
- 4.10 Unnecessarily elaborate Applications are discouraged. Applications should generally be limited to the items specified in Part B of the RFA.
- 4.11 The City is willing to consider an Application from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Application in response to the RFA, provided that they disclose the names of all members of the consortium and all members complete and execute an Application Form (Part C), including Appendix 1 thereto. Nonetheless, the City has a strong preference for Applications submitted by single Applicants, including those that would act as a general contractor and use subcontractors as required.
- 4.12 Applications that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Applicant, in the City's sole discretion.
- 5.0 CHANGES TO THE RFA AND FURTHER INFORMATION
- 5.1 The City may amend the RFA or make additions to it at any time.
- 5.2 It is the sole responsibility of Applicants 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 RFA.
- 5.3 Applicants must not rely on any information purported to be given on behalf of the City that contradicts the RFA, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 CONTRACT REQUIREMENTS
- 6.1 In addition to addressing the other requirements of Part B hereof, each Applicant should indicate in its Application the extent to which the Form of Agreement included as Part D hereof is consistent with its Application. If the Application is inconsistent with any part of the Form of Agreement, the Applicant should so state and should propose alternative contract language as part of its Application.
- 6.2 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

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**7.0 PRICING**

- 7.1 All prices quoted in any Application are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Applicant'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 APPLICATIONS**

- 8.1 The City may open Applications in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Applications submitted to it in accordance with the RFA will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Applications offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Applicants' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Applicants' capabilities to provide the required Services (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation; and (v) environmental or social sustainability impacts. Certain other factors may be mentioned in Part B or elsewhere in the RFA.
- 8.3 The City will retain complete control over the RFA process at all times. The City is not legally obligated to review, consider or evaluate Applications, or any particular Application, and need not necessarily review, consider or evaluate Applications, or any particular Application in accordance with the procedures set out in the RFA. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Applications at any time without further explanation or notification to any Applicants.
- 8.4 Applicants may at any time 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 enter into discussions or negotiations with any one or more of the Applicants without having any duty or obligation to advise the other Applicants or to allow the other Applicants the same opportunity.
- 8.5 Prior to approval of an Application, the City must be satisfied as to the Applicant's financial stability. Applicants may be asked to provide financial statements prepared by an accountant and covering at least the prior two years. The City may also request that any proposed subcontractors undergo evaluation by the City.
- 8.6 The City will retain complete discretion over the number of Applications to accept or the number of Agreements to enter into, if any. Once Agreements (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful Applicants and, in connection therewith, may use a ranked list, consistent with the rankings of Applicants in the evaluation process.
- 8.7 The City expects to evaluate and rank Applicants not only for the purpose of entering into standing Agreements and allocating work on the basis of such Agreements from time to time over a period of approximately three to five years as describe above, but also, as noted at

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Section 1.5 above, to produce a Pre-Qualification List of top-ranking Applicants, which could be invited to make submissions in procurement competitions limited to the listed Applicants. The City expects that it would maintain the Pre-Qualification List, without refreshing it or adding new entities to it for a period of approximately three (3) years.

8.8 For the avoidance of doubt, notwithstanding any other provision in the RFA, the City has in its sole discretion, the unfettered right to: (a) accept any Application; (b) reject any Application; (c) reject all Applications; (d) give precedence to an Application which is not the lowest-price Application; (e) accept an Application that deviates from the description of Services in Part B or the conditions specified in the RFA; (f) reject an Application even if it is the only Application received by the City; (g) accept all or any part of an Application; and (h) enter into one or more agreements respecting the subject matter of the RFA with any entity or entities at any time. Without limiting the foregoing, the City may reject any Application by an Applicant that has a conflict of interest, has engaged in collusion with another Applicant or has otherwise attempted to influence the outcome of the RFA other than through the submission of its Application.

8.9 Preference may be given to Applicants and proposed personnel that demonstrate knowledge and experience involving transportation consulting services. Each Applicant should make clear in its Application its relevant knowledge and experience, and that of its proposed personnel.

#### 9.0 SUSTAINABILITY

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 through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Applicant 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 Applications, to the extent applicable.

9.2 Applicants are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Applicant supply materials, and where such materials may cause adverse environmental effects, the Applicant is to indicate the nature of the hazard(s) in its Application. Furthermore, the Applicant is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

#### 10.0 CERTAIN APPLICABLE LEGISLATION

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

10.2 Applicants should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Applicants 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.

#### 11.0 LEGAL TERMS AND CONDITIONS

11.1 The legal obligations of an Applicant that will arise upon the submission of its Application are stated in Appendix 1 to the Application Form (Part C). Except where expressly stated



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in such Appendix 1: (i) no part of the RFA consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFA is legally binding on the City.

**POTENTIAL APPLICANTS MUST REVIEW APPENDIX 1 TO THE APPLICATION FORM CAREFULLY BEFORE SUBMITTING AN APPLICATION.**

11.2 In the RFA, the following capitalized terms have the following meanings:

- (a) “Agreement” means a contract entered into between the City and a pre-qualified Applicant, if any, following the conclusion of the RFA process, which contract is expected to be substantially in the same form as the Form of Agreement (Part D);
- (b) “Applicant” means an entity, which is not, by the terms hereof, restricted from submitting an Application, and which does submit an Application;
- (c) “Application” means a proposal submitted in response to the RFP; and
- (d) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (e) “Closing Time” has the meaning set out in Section 4.1 of Part A;
- (f) “Consultant” means a pre-qualified Applicant, if any, and with whom the City enters into agreement to undertake and deliver the Services or any portion thereof as set out in this RFA;
- (g) “Form of Agreement” means the form of agreement contained in Part D of the RFA;
- (h) “Proposal Form” means the form contained in Part C of the RFP;
- (i) “Request for Services” or “RFS” means the document used by the City to obtain services under the Agreement in the form of Appendix 2 to Part B;
- (j) “RFA” means this request for applications; and
- (k) “Services” has the meaning set out in Section 1.1 of Part B.

[End of Part A]

**PART B**  
**SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS**

**1.0 SERVICES EXPECTED TO BE REQUIRED**

1.1 The City expects to require the following consulting services from qualified and experienced transportation consulting firms to support the City's Transportation Division in one or more of the following areas (together, the "Services"):

- (a) transportation modeling, forecasting, and capacity analysis:
  - (i) develop and model various future roadway and transit service scenarios using EMME, VISUM, PARAMICS, Synchro and/or other established and industry accepted modeling software;
  - (ii) define context-specific performance indicators for various network scenarios;
  - (iii) analyze performance indicators for various network scenarios;
  - (iv) walking, cycling and transit (bus and train) modeling, forecasting and capacity analysis;
  - (v) forecasting traffic demands and mode share for various network scenarios;
  - (vi) undertake corridor and network analysis to develop signal timing and explore signal coordination options;
  - (vii) review input factors for capacity and microsimulation analysis and develop a set of recommended parameters for use when undertaking analysis;
  - (viii) review and analyze network changes to determine access and circulation impacts;(collectively, "Modeling, Forecasting and Capacity Analysis");
- (b) road safety and conflict analysis:
  - (i) analyze safety performance and characteristics for various intersections based on historical collision reports by the Insurance Corporation of British Columbia (ICBC), with a focus on collisions involving vulnerable users such as pedestrians and cyclists, and prepare collision diagrams;
  - (ii) prepare cycling and walking safety studies which identify and analyze safety "hotspots" and propose potential mitigation measures with objective rationale, such as industry established collision modification factors and established industry best practice which, for example, may include the Transportation of Canada (TAC) Canadian Guide for In-Service Road Safety Reviews;
  - (iii) undertake other safety assessments related to pedestrians, motor vehicles or goods movement, and prepare conflict analysis for existing and proposed road networks and intersections;(collectively, "Road Safety and Conflict Analysis");

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- (c) railway crossings analysis and design:
  - (i) review, analyze and prepare recommendations for road safety and railway grade design and assessment projects to meet the new regulations outlined by Transportation Canada;
  - (ii) provide guidance and advice on the potential changes required to railway infrastructure such as track or yards to assist in long term area plans;
  - (iii) provide advice on infrastructure changes adjacent to or crossing rail lines to meet Transportation Canada's latest regulations and as updated from time to time;(collectively, "Railway Crossings Analysis and Design");
- (d) transit infrastructure design:
  - (i) undertake peer reviews of SkyTrain design projects or other rail or transit projects, including, but not limited to, cost estimating, station design, track design, and vehicle purchase; and
  - (ii) perform financial and economic analysis for major transit projects including, but not limited to operating cost assessments, job growth (direct, indirect, and induced), and economic impacts attributed to transit investment;(collectively, the "Transit Infrastructure Design");
- (e) data collection, analysis, and mapping;
  - (i) collect, compile and analyze traffic data which, for example, may include intersection turn movements, average speeds, vehicle occupancy/classification counts and volume counts (motor vehicles, bicycles, pedestrians, transit);
  - (ii) undertake license plate surveys and/or parking occupancy and turnover at specified locations;
  - (iii) prepare various transportation network thematic maps using current geographic information system (GIS) data;
  - (iv) conduct intercept and telephone surveys to identify trip length (origin-destination), purpose and mode, and other qualitative measures;
  - (v) develop adjustment factors for expanding short counts to longer-term volume estimates, and to adjust for weather and seasonal variations; and
  - (vi) undertake other transportation data collection tasks that may be required;(collectively, "Data Collection, Analysis and Mapping");
- (f) active transportation planning and design:
  - (i) analysis of existing active transportation and motor vehicle network conditions, including traffic volumes and circulation, safety, and other operational and physical characteristics such as driveways and traffic control;
  - (ii) identification of key issues affecting user comfort, convenience and safety;
  - (iii) identification, analysis and recommendation of potential active transportation network improvements (at route level and/or localized) to enhance user comfort

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and safety, considering diversionary and other traffic measures and local circulation impacts;

(iv) research and/or development of best practices, planning and design guidelines related to active transportation; and

(v) research into regulatory and legislative matters related to active transportation; (collectively, “Active Transportation Planning and Design”);

(g) conceptual transportation infrastructure design;

(i) prepare conceptual level design of transportation infrastructure improvements (on-grade roadways, underpass and overpass), including consideration of structural, geotechnical, environmental, utility (city and third party), property, stakeholder, constructability (methodology and phasing) and traffic management requirements;

(ii) prepare cost estimates;

(iii) develop multiple account evaluation criteria for competing transportation investment options, and aid City staff in completing the evaluation and selection of a preferred option;

(iv) aid City staff in the preparation of project charters and project execution plans for the design and construction of transportation infrastructure projects;

(v) recommend suitable delivery methods (organizational structure and procurement options analysis); and

aid City staff in the preparation of business cases and/or other documents required to apply for and secure funding from senior levels of government;

(collectively, “Conceptual Transportation Infrastructure Design”).

1.2 Notwithstanding any other provision in the RFA, each instance of the Services is subject to the Consultant engagement process set out in Appendix 1 to Part B.

1.3 The City intends on conducting ongoing supplier performance reviews in the form set out in Appendix 2 to Part B. Thus, pre-qualified Applicants, if any, will be required to assist the City in this task from time to time as mutually agreed to by the pre-qualified Applicant and the City.

1.4 The foregoing information about the Services is current as of the date hereof, but it may change or be refined in the course of the evaluation of Applications or otherwise.

1.5 To the extent that this RFA expresses estimates of quantities or volumes of Services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

## 2.0 ITEMS TO BE ADDRESSED IN EACH APPLICATION

2.1 Each Application should have: (i) a title page that clearly indicates the name of the Applicant and the general nature of the Application; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

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- 2.2 Each Application should contain a section titled “Technical Information,” which should address the Applicant’s ability to provide the Services. This section of the Application should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1.1 of this Part B and include:
- (a) a section titled “Applicant Overview,” which must provide a description of the Applicant’s company, purpose and history of successes;
  - (b) a section titled “Key Personnel,” which must identify and provide professional biographical information of the key personnel that would perform the Applicant’s work, outlining their intended roles in meeting the Services, and if appropriate, also include a complete organization chart, identifying all roles and areas of responsibilities;
  - (c) a section titled “Related Experience,” which must provide information on the Applicant’s relevant knowledge and experience completed and attached in the form of Appendix 4 to Part B (unless otherwise required therein) together with examples or recent projects completed in similar capacity and scope;
  - (d) a section titled “References,” which should provide the names and contact information (telephone number and email address) for approximately three parties for whom the Applicant has done related work in the past;
  - (e) a section titled “Subcontractors,” which must list the subcontractors the Applicant commonly uses to carry out the Services or any portion thereof, or clearly state “none” if the Applicant does subcontract the Services in full or in part. If an Applicant is pre-qualified as a prefer consultant to the City as set out in this RFA, the Applicant may be limited to using subcontractors listed in its Application, or if the City objects to a subcontractor listed in an Applicant’s Application, the City may permit such Applicant to propose a substitute subcontractor acceptable to the City;
  - (f) a section titled “Quality Management,” which should provide a description of the Applicant’s corporate policies, management, processes and activities related to quality management;
  - (g) a section titled “Value-added Services,” which should describe value-added services, if any, the Applicant would provide in any of the areas of the Services, and where such value-added services:
    - (i) are deemed innovative or novel approaches to the delivery of the Services and may be considered value-creating;
    - (ii) are not specifically asked for this RFA but the Applicant is prepared to provide as part of an agreement, should one be entered into with the City; and
    - (iii) unless otherwise stated, it is understood that there are no extra costs associated with these services; or
    - (iv) if there are any applicable additional fees pertaining thereto, the summary and explanation of such additional fees should be provided separately as part of the “Pricing” section described in the foregoing Section 2.3;

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- 2.3 Each Application should contain a section titled “Pricing,” which should contain full details of the Applicant’s proposed pricing and payment terms, which should be in accordance with Part A of the RFA, and, which should include:
- (a) a section titled “Hourly Rates and Other Fees,” which should include:
    - (i) the hourly rates for each of the Applicant’s key personnel identified in Section 2.2(b) above;
    - (ii) the hourly rates or fees for the Applicant’s subcontractors identified in Section 2.2(e) above, if any;
    - (iii) a description of the Applicant’s common disbursements and related maximum fees; and
    - (iv) a description of the Applicant’s proposed separate pricing for any value-added services, if any, as described in Section 2.2(g);
  - (b) responses to the above Section 2.3(a) must be completed in the form of Appendix 5 to Part B unless otherwise indicated therein;
  - (c) the Application Form (Part C) and Appendix 1 to Part C, both fully completed and signed by the Applicant;
  - (d) a section titled “Conflicts; Collusion; Lobbying,” having reviewed Section 9 of Appendix 1 to Part C;
  - (e) notwithstanding any provision hereof, a section titled “Deviations and Variations,” in which the Applicant should:
    - (i) note proposed deviations or variations from the terms and conditions set out in the RFA or from the Services, even if such deviations or variations are also noted elsewhere in the Application;
    - (ii) detail proposed amendments to the Form of Agreement (Part D), if any; or
    - (iii) if there are no proposed amendments to the RFA, the Services, or the Form of Agreement, the Applicant must state that its Application is fully consistent with the RFA, Services, and Form of Agreement;
  - (f) the following insurance information:
    - (i) the City’s Certificate of Existing Insurance, in the form of Appendix 8 to Part B, duly completed and signed by the Applicant’s insurer as evidence of the Applicant’s existing levels of insurance;
    - (ii) a letter from the Applicant’s insurer indicating whether or not (and, if not, then to what extent) the Applicant will be able to meet the insurance requirements set out in Appendix A to the Form of Agreement (Part D), should the City enter into agreement with the Applicant; and
    - (iii) any Applicant successfully pre-qualified as set out in this RFA, will also be required to provide proof of the satisfaction of all insurance requirements by duly completing the City insurance certificates provided as Appendix 9 to Part B (Professional Liability Certificate) and Appendix 10 to Part B (Liability Insurance Certificate) prior to or concurrently with the city entering into any agreement with

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PART B - SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS

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said Applicant. As such, the Applicant is to acknowledge it can either satisfy this requirement, should the City enter into agreement with the Applicant, or provide the details of any proposed deviations thereto;

- (g) a copy of the Applicant's Vancouver business license or Metro West Inter-Municipal business license;
  - (h) proof of the Applicant's valid WorkSafeBC registration, where such registration should be maintained as set out in Section 9.0 of the Form of Agreement (Part D);
  - (i) a copy of the Applicant's certificate of incorporation if the Applicant is incorporated, or a copy of the Applicant's partnership resolution if the Applicant is a registered partnership; and
  - (j) a completed and signed copy of each amendment issued by the City, if any, prior to the RFA's Closing Time specified in Section 2.1 of Part A.
- 2.4 The City is committed to environmental and socio-economic sustainability, and therefore, each Application should contain a section titled "Sustainability," wherein the Applicant should:
- (i) complete and attach the City's "Declaration of Supplier Code of Conduct Compliance" set out as Appendix 6 to Part B; and
  - (ii) complete and attach the "City of Vancouver Assessment of Vendor Sustainability Leadership Questionnaire" set out as Appendix 7 of Part B.
- 2.5 The sections of each Application should be arranged in the order in which they are referred to in this Part B. Applicants should avoid, to the extent possible, the inclusion of other top-level Application sections.

[End of Part B]

## APPENDIX 1 TO PART B CONSULTANT ENGAGEMENT PROCESS

### 1.0 INTRODUCTION AND OVERVIEW

- 1.1 The process to establish the scope of services for each consultancy and the Consultant engagement process are both identified in this Appendix 1.
- 1.2 Pursuant to the terms of the Agreement, the City may (but is not obligated to) request the Services or portion thereof from the Consultant from time to time during the term of the Agreement.
- 1.3 Values expressed in this Appendix 1 are inclusive of all fees, costs, and taxes except GST and PST as applicable.

### 2.0 CONSULTANT ENGAGEMENT PROCESS

- 2.1 Each instance of the Services is subject to the relevant process set out herein and unless prior written approval is given by the City, as specified by the relevant process, the Consultant shall not commence the Services or any portion thereof.
- 2.2 Services may be requested from the Consultant through a Request for Services process (described in Section 3.0 below), or on an 'on-call' basis (described in Section 4.0 below).

### 3.0 REQUEST FOR SERVICES PROCESS

- 3.1 Notwithstanding Section 2.1 above, unless otherwise the City issues an approved Request for Service and an associated purchase order to the Consultant, the Consultant shall not commence the Services or any portion thereof.
- 3.2 If the City requires the Services of the Consultant for a particular project, the following procedure shall be adhered to:
  - (a) first, the City identifies a need for Services and completes a draft of a Request for Services and sends the Request for Services to the Consultant leaving the price provisions blank;
  - (b) second, the Consultant upon receipt of the Request for Services promptly prepares and completes the pricing provisions of the Request for Services, including a detailed costing of the Services by activity (such as but not limited to named resources, labour category, hourly rate(s) and sub-totals) and the maximum fees and disbursements (excluding GST and PST as applicable), provided that the price provisions must be completed consistently with the price provisions of the Agreement, and otherwise amend, complete and execute the Request for Services; and
  - (c) third, the City shall review the Consultant's finalized Request for Services, including price, and if the City approves the Request for Services, the City shall execute the Request for Services and return it to the Consultant together with a unique purchase order number. If the City does not approve, the City may in its discretion cease discussions with the Consultant in relation to the particular Services or request that the Consultant propose a varied Request for Services;(collectively, the "RFS Process").



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PART B - APPENDIX 1 - CONSULTANT ENGAGEMENT PROCESS

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3.3 Specific conditions to RFS Process:

- (a) projects under \$25,000:
  - (i) the RFS Process is followed; and
  - (ii) the Request for Services is prepared and sent by the City's Supply Chain Management department (SCM) to the Consultant;
- (b) projects over \$25,000 but less than \$100,000:
  - (i) the RFS Process is followed;
  - (ii) the SCM issues and receives Request for Services;
  - (iii) Request for Services is issued to, preferably, a minimum of three (3) pre-qualified Consultants; and
  - (iv) the Request for Services that provides best overall value, including best pricing, is selected.

3.4 Projects over \$100,000 but less than \$250,000:

- (a) Notwithstanding Section 2.5(b) below, the following shall apply:
  - (i) the RFS Process is followed;
  - (ii) SCM issues and receives Request for Services;
  - (iii) Request for Services is issued to all pre-qualified Consultants;
  - (iv) the Request for Services that provides best overall value, including best pricing, is selected.
- (b) Where project requirements cannot be met by any pre-qualified Consultant, the City may, at its sole discretion, post a request for proposals on the City's website and subject such requirements to the City's public bidding process. Refer to the City's website (<http://vancouver.ca/doing-business/bids-contracts-rfps-purchase-orders.aspx>) for further information on the City's public bidding process.

3.5 The Consultant shall reference the unique purchase order number discussed in Section 3.2(e) above in its invoice to which the relevant Request for Services relates, and submit its invoices to the City subject to and in accordance with Section 5.0 of the Agreement.

4.0 ON-CALL REQUESTS

- 4.1 Services of limited and smaller scope may be required by the City from the Consultant from time to time (an "On-Call Request"), which by way of example only, may include the Consultant's attendance to meetings with City staff where the expert opinion of the Consultant may be required. Therefore, the process set out in this Section 4.0 shall apply to any On-Call Requests placed by the City.
- 4.2 Following the full execution of the Agreement, the City will issue a standing service order number ("Standing Order Number") to the Consultant for invoicing purposes only. Unless otherwise directed by the City, the Standing Order Number shall remain in effect for the full term of the Agreement.

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PART B - APPENDIX 1 - CONSULTANT ENGAGEMENT PROCESS

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- 4.3 The City may place On-Call Requests with the Consultant via telephone or in writing which may include email, facsimile or otherwise. The City will provide the details of the On-Call Request to the Consultant, including the details of the Services required, the location where the Services are to be performed, the date of delivery and any other pertinent detail as the City may deem necessary. The Consultant shall reply and acknowledge to the City receipt of the On-Call Request as soon as reasonably practical.
- 4.4 If an On-Call Request is placed through a telephone call, the Consultant shall promptly follow up with an email confirmation to the City summarizing and acknowledging the details of the On-Call Request.
- 4.5 Each instance of an On-Call Requests shall be invoiced on a time and materials basis consistent with the hourly rates set out in the Agreement.
- 4.6 The Consultant shall reference the Standing Order Number in all of its invoices to which the relevant On-Call Request relates, and submit its invoices to the City subject to and in accordance with Section 5.0 of the Agreement.

[End of Appendix 1 to Part B]

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 2 - REQUEST FOR SERVICES FORM

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**APPENDIX 2 TO PART B**  
**REQUEST FOR SERVICES FORM**

REQUEST FOR SERVICES FORM

Project: [●] City of Vancouver 453 West 12th Avenue Vancouver, British Columbia V5Y 1V4 (the "City")	[●] (the "Consultant")  Facsimile: [●]	Agreement No.: PS20150505  RFS No.: [●]  RFS Date: [●]
Cc:		
No. of Pages (including RFS):		

Unless otherwise defined in this Request for Services, capitalized terms that are used herein are as defined in the Agreement.

**Contemplated Request for Service**

The following is a description of the nature and scope of Services being requested by the City in accordance with the terms of the Agreement (the "Work"). The Work shall be deemed contemplated changes unless authorized to proceed by way of a fully executed Request for Services form by the City. All services, materials and workmanship shall be in accordance with the Agreement unless otherwise stated herein.

Title:

[●]

Description of the Work:

[●]

Required Schedule and Completion Date:

[●]

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PART B - APPENDIX 2 - REQUEST FOR SERVICES FORM

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**Consultant's Proposal**

Subject to the terms and conditions of the Agreement, the Consultant hereby offers to perform the Work as set out in this RFS for the following maximum price, which for the avoidance of doubt is inclusive of all Consultant fees, costs, taxes (except GST and PST as applicable), and disbursements (based upon the rates and payment terms specified in the Agreement):

\$\_\_\_\_\_.\_\_\_\_\_, plus GST and PST as applicable.

☐ Proposal dated \_\_\_\_\_ is attached  
(yyyy-mm-dd)

Consultant by its authorized signatory:

\_\_\_\_\_  
Name and title

Date: \_\_\_\_\_  
(yyyy-mm-dd)

\_\_\_\_\_  
Signature

**City Approval**

Subject to the terms and conditions of the Agreement, the Consultant is hereby directed to promptly proceed with the Work.

City, by its authorized signatory: \_\_\_\_\_ Date: \_\_\_\_\_  
(yyyy-mm-dd)

City's Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(yyyy-mm-dd)

**APPENDIX 3 TO PART B**  
**CONSULTANT PERFORMANCE EVALUATION FORM**

**1.0 CONSULTANT PERFORMANCE EVALUATION FORM**

- 1.1 To facilitate continuous improvement, the City will endeavor to provide performance feedback to the Consultant upon completion of each project. The Consultant is encouraged to self- assess and score their performance on the project and submit the form to the City's Supply Chain Management Department (SCM).

**2.0 INSTRUCTIONS TO CONSULTANT**

- 2.1 Within 14 calendar days following the completion of each Request for Services, the Consultant will be expected to evaluate their firm's performance and should complete the attached form (Performance Evaluation) and submit it to SCM.
- 2.2 If a meeting is appropriate, SCM may contact the Consultant to arrange a debrief meeting.
- 2.3 The following scoring system will be used:

Un-satisfactory (1)	=	Performance not acceptable. For example, delay which impacts project success, redesign, unsafe design, higher costs in other areas.
Below expectation (2)	=	Performance marginal; needs improvement. For example, minor delay which does not impact project success, rework.
Meet expectation (3)	=	Performance meets specification requirements.
Exceed expectation (4)	=	Performance exceeds specification requirements. For example, value added services provided to the City at minimal or no additional cost.
Excellent (5)	=	Significantly exceeds the specification requirements. For example, innovative designs resulting in cost saving to the project, or meeting a recognized tight schedule.

[End of page]

## Performance Evaluation

Date of Review by Client Department Representative: \_\_\_\_\_

PS Number and Title: \_\_\_\_\_

Consultant Firm: \_\_\_\_\_

Consultant Representative: \_\_\_\_\_

Consultant Position: \_\_\_\_\_

Client Department Representative: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Performance feedback:

		Un-satisfactory	Below expectation	Meets expectation	Exceeds expectation	Excellent
	Attributes	1	2	3	4	5
(1)	<b>Experience of Firm</b> (includes what relevant experience was brought to project )  Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<b>Experience of Staff</b> (includes assignment of the individuals proposed in the RFP and their relevant exp the project)  Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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PART B - APPENDIX 3 - CONSULTANT PERFORMANCE EVALUATION FORM

		Un-satisfactory	Below expectation	Meets expectation	Exceeds expectation	Excellent
	Attributes	1	2	3	4	5
(3)	<b>Quality</b> (includes project delivery reflecting the scope of work and specified deliverables) Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<b>Fee Structure</b> (includes appropriateness of all fees charged throughout project, including change order) Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<b>Team Management Ability</b> (includes effective coordination and management of sub-consultants) Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<b>Project Management Ability</b> (includes use of appropriate project management tools and practices) Provide reasons if it is not "3" _____ _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 3 - CONSULTANT PERFORMANCE EVALUATION FORM

		Un-satisfactory	Below expectation	Meets expectation	Exceeds expectation	Excellent
	Attributes	1	2	3	4	5
(7)	<b>Availability of Resources</b> (includes availability of team members and overall staffing for project) Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<b>Communication</b> (includes timeliness, frequency, quality and effectiveness of all communications) Provide reasons if it is not "3" _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Review with Consultant</b> The above feedback was reviewed with Consultant's contact person on _____.					



REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 4 - PRICING FORM

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**APPENDIX 4 TO PART B**  
**APPLICANT'S RELATED EXPERIENCE FORM**

1. Using the format of the following Table 1 - Applicant's Related Experience, Applicants are to provide information on their related experience for any of the Service areas (as described in Section 1.1 of Part B) that are applicable to the Applicant, supplemented with any comments as deemed appropriate by the Applicant. For any Service areas that are not applicable, enter "N/A."

In their response, Applicants should reference this Section: "Table 1 - Applicant's Related Experience Form, Section 1 of Appendix 4 to Part B."

Table 1 - Applicant's Related Experience

	SERVICE AREA	CORE BUSINESS (Y/N)	NUMBER OF PROJECTS PER YEAR	NUMBER OF YEARS OF RELATED EXPERIENCE	COMMENTS
1.	Modeling, Forecasting, and Capacity Analysis				
2.	Road Safety and Conflict Analysis				
3.	Railway Crossings Analysis and Design				
4.	Transit Infrastructure Design				
5.	Data Collection, Analysis, and Mapping				
6.	Active Transportation Planning and Design				
7.	Conceptual Transportation Infrastructure Design				

For any applicable Service area in Table 1 above where the Applicant's response is "N," the Applicant should provide further details that clarify the estimated volume (in terms of percentage) proportionate to overall services offered, and if applicable, the name of the service provider to whom such services are subcontracted to.

2. Applicant's should provide examples of projects completed in similar capacity and scope for any of the Service areas (as described in Section 1.1 of Part B) that are applicable to the Applicant. Further, Applicants should reference this Section in their response: "Section 2 of Appendix 4 to Part B."

**APPENDIX 5 TO PART B**  
**PRICING FORM**

1. All proposed pricing provided by the Applicant under this Appendix 4 is subject to Section 7.0 of Part A.
2. The Application is for the following Service areas (select those that apply):
  - ☐ Modeling, Forecasting, and Capacity Analysis  
(as set out in Section 1.1(a) of Part B)
  - ☐ Road Safety and Conflict Analysis  
(as set out in Section 1.1(b) of Part B)
  - ☐ Railway Crossings Analysis and Design  
(as set out in Section 1.1(c) of Part B)
  - ☐ Transit Infrastructure Design  
(as set out in Section 1.1(d) of Part B)
  - ☐ Data Collection, Analysis and Mapping  
(as set out in Section 1.1(e) of Part B)
  - ☐ Active Transportation Planning and Design  
(as set out in Section 1.1(f) of Part B)
  - ☐ Conceptual Transportation Infrastructure Design  
(as set out in Section 1.1(g) of Part B)
3. Applicant's proposed hourly rates:
  - (a) the following hourly rates are applicable to those Service areas selected in Section 2 above and are for 'on-call' services as set out in Section 4.0 of Appendix 1 to Part B;
  - (b) the following hourly rates are for Services performed Monday to Friday (except statutory holidays observed in British Columbia, Saturdays and Sundays) and between the hours of 8:30 a.m. and 4:30 p.m. pacific standard time;
  - (c) description of positions, and description of position responsibility, experience and training set out in Table 2 - Hourly Rates for Labour, are in accordance with the guidelines provided by the Association of Consulting Engineering Companies British Columbia ([www.acec-bc.ca](http://www.acec-bc.ca));

[End of page]

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 5 - PRICING FORM

(d) the following are the Applicant's proposed hourly rates for its labour categories:

Table 2 - Hourly Rates for Labour

	Labour Classification	ACEC-BC CLASSIFICATION	DESCRIPTION OF RESPONSIBILITY EXPERIENCE AND TRAINING	HOURLY RATE
1.	Engineer-in-Training	E1	University graduate from an accredited engineering program	
2.	Assistant Project Engineer	E2	Engineering assignments of limited scope and complexity. Work supervised in detail. May give guidance to technicians, technologists, contractor, and/or other employees, etc.	
3.	Project Engineer	E3	Independently responsible for varied engineering assignments. Work not generally supervised in detail. May give guidance to one or two other engineers, but supervision of other engineers is not usually a continuing responsibility.	
4.	Supervisory Engineer	E4	First level of direct and sustained supervision over engineers.	
5.	Specialist Engineer (specify specialty(ies) and corresponding hourly rate)	E4	First level of full specialization in complex engineering applications (research, design, product application, sales)	<input type="checkbox"/> Attached separately
6.	Management Engineer	E5	Has authority over supervisory engineers or a large group containing both professionals and non-professionals.	
7.	Advanced Specialist Engineer	E5	In addition to specialization, generally exercise authority over a group of highly qualified professionals engaged in complex engineering applications.	
8.	Senior Management Engineer	E6	Has authority over several related professional groups in different fields, each under a management engineer professional.	
9.	Senior Specialist Engineer	E7	Recognized authority in a field of major importance and generally exercises authority over a group of highly qualified professionals engaged in complex engineering applications.	

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 5 - PRICING FORM

	Labour Classification	ACEC-BC CLASSIFICATION	DESCRIPTION OF RESPONSIBILIY EXPERIENCE AND TRAINING	HOURLY RATE
10.	Technician	T1	Under close supervision, carries out straight-forward duties such as preparing uncompleted or repetitive drawing, maintaining drawing files and assisting with field surveys. Little independent judgement required. Performs according to standardized procedures. No previous experience required.	
11.	Technician/Technologist	T2	Under close supervision, supports engineering personnel in field, design and/or CAD drafting activities. Performs clearly defined, straightforward tasks. Acts according to standardized procedures. Carries out straightforward computational work using standard accepted formulae and manuals.	
12.	Technician/Technologist	T3	Under direct supervision, supports engineering personnel in field, design, drawing production and/or construction specifications and quality control. Performs a variety of defined assignments with some independent judgement required. May provide technical advice to less experienced technicians/ technologists in same area of specialty.	
13.	Technician/Technologist	T4	Under minimal supervision, completes design tasks and/or complex CAD assignments and/or performs field quality control functions. Analyzes, provides recommendations and makes decisions with regard to technical problems encountered. May provide technical advice or supervise the daily activity of T1 to T3 level technical staff concerning processes and procedures. Verifies accuracy and adequacy of their work.	
14.	Technician/Technologist	T5	Supervises directly or indirectly the work of T1 to T4 level technical staff while, at the same time, undertakes project related functions on a continual basis. May function as "Lead CAD" on projects in support of the Project Manager. Prepares production and progress reports as required. Assists the Project Manager in determining personnel and man-hour requirements. Reviews and verifies accuracy of work performed by others.	

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PART B - APPENDIX 5 - PRICING FORM

	Labour Classification	ACEC-BC CLASSIFICATION	DESCRIPTION OF RESPONSIBILITY EXPERIENCE AND TRAINING	HOURLY RATE
15.	Technician/Technologist	T6	Independently manages design functions on projects. Supervises the activities of other staff in execution of projects. Assists in the recruitment and management of personnel, as required. May assume role of Project Manager on projects. Assists with marketing and client services on a regular basis.	
16.	Technician/Technologist	T7	Independently represents the company with clients on an ongoing basis. Manages and supervises staff on a continual basis. Manages major projects. Responsible for the identification and pursuit of market opportunities in his/her area of specialization. Responsible for assisting in recruitment, career reviews and salary reviews for staff under his/her direct supervision.	

(e) Disbursements:

The Applicant's proposed disbursements amounts applicable to the Services are:

- ☐ Percentage of total fees (excluding GST and PST as applicable): \_\_\_\_\_%
- ☐ Charged at cost

(f) the following are the Applicant's proposed hourly rates and fees for other types of expertise, disciplines, and other products or services as deem appropriate:

[NOTE: Applicants may use the format of Table 3 below to separately complete and attach their responses to this Section if additional space is required. If attaching separately, Applicants should check the box below and the attached responses should reference this Section: "Table 3 - Fees for Other Services, Section 3(d) of Appendix 4 to Part B."]

- ☐ Attached separately

Table 3 - Fees for Other Services

	PRODUCT OR SERVICE DESCRIPTION	SUBCONTRACTOR (Y/N)	QUANTITY	UNIT OF MEASUREMENT	RATE/FEE (\$)
1.	Graphic designer		1	Hour	
2.	Landscape architect		1	Hour	
3.	Project manager		1	Hour	
4.	[Other]				

- END OF APPENDIX 4 TO PART B -

**APPENDIX 6 TO PART B**  
**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of \_\_\_\_\_(*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_(*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_(*vendor name*).

Signature: \_\_\_\_\_

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

**APPENDIX 7 TO PART B**  
**CITY OF VANCOUVER ASSESSMENT OF VENDOR SUSTAINABILITY**  
**LEADERSHIP QUESTIONNAIRE**

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Appendix 6 and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

DO NOT attach website links as these may not be evaluated.

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises
Section 3: Definitions	Definitions to key terms used in this Appendix 6

**SECTION 1: ENVIRONMENTAL IMPACT**

This section of the leadership questionnaire addresses the following:

- reducing greenhouse gas (GHG) emissions
- reducing waste
- sustainable purchasing

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART B - APPENDIX 7 - CITY OF VANCOUVER ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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1. Does your company own or lease buildings (including warehouses) in Metro Vancouver?

☐ Yes      ☐ No

If no, skip to question 2.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of buildings owned and/or leased in Metro Vancouver with respect to the elements listed below. Please limit answer to 300 words or less.

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting):
- b. Building envelope improvements (e.g., insulation, windows):
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes      ☐ No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). Please limit answer to 300 words or less.

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3. Describe any other initiatives that have significantly reduced the GHG emissions of your operations. Please limit answer to 200 words or less.

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[End of page]



4. Does your company have an office recycling program in place?

- ☐ Yes      ☐ No

If yes, which materials does your company recycle? Check only those that apply:

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam

5. Describe any other initiatives that have significantly reduced waste from your operations. Please limit answer to 200 words or less.

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6. Indicate which environmentally preferable goods or services your company currently purchases - check only those that apply:

- ☐ fair trade and/or organic beverages or other sustainable food items (e.g. fair trade coffee)
- ☐ copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified, tree free)
- ☐ janitorial supplies (e.g., ECOLOGO, Green Seal certified)
- ☐ IT equipment (e.g., ECOLOGO, EPEAT Gold, EnergyStar qualified)
- ☐ office products
- ☐ printing services
- ☐ promotional (marketing) items (e.g., corporate giveaways, prizes, employee recognition awards)
- ☐ courier services
- ☐ catering services
- ☐ landscaping services
- ☐ other: (please list)

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[End of page]

## SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- Workplace development programs
- Supporting social enterprises

1. Does your company employ and/or provide training opportunities for *people with barriers to employment* (e.g., people with addictions, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *people with barriers* in Section 3 below.

☐ Yes      ☐ No

If yes, describe the program including the name of non-profit and/or government partners that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company. Please limit answer to 300 words or less.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes      ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided. Please limit answer to 200 words or less.

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3. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below).

☐ Yes      ☐ No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

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- b. Community contribution company (C3, as defined in Section 3 below)

☐ Yes      ☐ No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 200 words or less.

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### SECTION 3: DEFINITIONS

#### Social Enterprise:

'Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the blended purpose of generating income and achieving social, cultural, and/or environmental aims...' - Social Enterprise Council of Canada.

In addition to having the above blended purpose, to qualify as a Social Enterprise, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Refer to [www.socialenterprisecanada.ca](http://www.socialenterprisecanada.ca) for more information.

#### Person with Barriers to Employment:

A person with barriers to employment is someone who faces one or more circumstances that can lead to underemployment [or unemployment]. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment. Examples include, but may not be limited to, Access/BladeRunners, Potluck Café's *Recipes for Success Services*, and Coast Foundation's *Transition Employment Program* (TEP).

#### Community contribution company (C3):

The community contribution company (C3 or sometimes referred to as CCC) is a new hybrid corporate model launched in British Columbia (BC) to bridge the gap between for-profit businesses and non-profit enterprises. C3 status allows entrepreneurs in BC to pursue social goals through their businesses while still generating a profit and providing investment opportunities to like-minded investors

C3's differ from a typical private company in that C3's are subject to an "asset lock," - a strict cap on the dividends that can be paid out to shareholders, as well as a limit on the assets that shareholders are entitled to receive upon dissolution of the company. The bulk of a C3's profits must go towards the C3's community purposes (or be transferred to a qualified entity, such as a charity). The other major difference is that C3's are subject to a higher degree of accountability. For example, C3s must have three directors, instead of just one, and are required to publish an annual "community contribution" report describing their activities. Both of these requirements are intended to help ensure the community purposes of the C3 are being properly fulfilled.

Refer to [www.fin.gov.bc.ca/prs/cc3](http://www.fin.gov.bc.ca/prs/cc3) for more information.

**APPENDIX 8 TO PART B**  
**CERTIFICATE OF EXISTING INSURANCE**

The attached insurance certificate is the City's Certificate of Existing Insurance referred to in Section 2.3(f)(i) of Part B, which should be completed by the Applicant's insurer and submitted by the Applicant together with a letter from the Applicant's insurer as described in Section 2.3(f)(ii) of Part B.

**APPENDIX 9 TO PART B**  
**PROFESSIONAL LIABILITY INSURANCE CERTIFICATE**

The attached insurance certificate is the City's liability insurance certificate referred to in Section 2.3(f)(iii) of Part B, and which must be completed by the pre-qualified Applicant, if any, at the time the City and the pre-qualified Applicant enter into agreement. Applicants do not need to complete and submit this insurance certificate as part of their Application.

**APPENDIX 10 TO PART B**  
**LIABILITY INSURANCE CERTIFICATE**

The attached insurance certificate is the City's Liability Insurance Certificate referred to in Section 2.3(f)(iii) of Part B, and which must be completed by the pre-qualified Applicant, if any, at the time the City and the pre-qualified Applicant enter into agreement. Applicants do not need to complete and submit this insurance certificate as part of their Application.

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART C - APPLICATION FORM

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**PART C**  
**APPLICATION FORM**

RFA No. PS20150505, Pre-Qualification of Transportation Consultants (the "RFA")

Applicant's Legal Name: \_\_\_\_\_  
"Applicant"

Applicant's Doing-Business-As Name (if applicable): \_\_\_\_\_

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

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

Date of Legal Organization: \_\_\_\_\_

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

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

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

Dunn & Bradstreet No.: \_\_\_\_\_ GST No.: \_\_\_\_\_

The Applicant, having carefully examined and read the RFA, 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 Application.

The Applicant further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

## APPENDIX 1 TO PART C LEGAL TERMS AND CONDITIONS

### 1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations only with respect to the RFA application 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 Applicant or otherwise apply as between the Applicant and the City following the signing of any such Contract.

### 2 DEFINITIONS

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

- (a) "Applicant" means the legal entity which has signed the Application Form, and "applicant" means any applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (b) "Application" means the package of documents consisting of the Application Form (including this Appendix 1), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any applicant, excluding or including the Applicant, as the context requires.
- (c) "Application Form" means that certain Part C of the RFA, completed and executed by the Applicant, to which this Appendix 1 is appended.
- (d) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (e) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (f) "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).
- (g) "RFA" means the document issued by the City as Request for Applications No. PS20150505, as amended from time to time and including all addenda.

### 3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFA or the Application 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 Applicant or to any proposed subcontractor in respect of the RFA, its subject matter or the Application 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 APPLICANT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Applicant or to any of the Applicant's proposed subcontractors* (as opposed to the



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PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART C - APPENDIX 1 - APPLICATION FORM

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public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or any contract or tort law duty to preserve the integrity of the RFA process. The Applicant hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFA process on this basis.

**5 EVALUATION OF APPLICATIONS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFA, any application or any proposed agreement with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application as a result of such discussions or negotiations with other applicants or changes to the RFA or such applications or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

**5.4 Acceptance or Rejection of Applications**

The City has in its sole discretion, the unfettered right to: accept any application; reject any application; reject all applications; give precedence to an application which is not the lowest-price application; accept an application that deviates from the requirements of the RFA or the conditions specified in the RFA; reject an application even if it is the only application received by the City; accept all or any part of an application; enter into agreements respecting the subject matter of the RFA with one or more applicants; or enter into one or more agreements respecting the subject matter of the RFA with any other person at any time.

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Applicant**

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART C - APPENDIX 1 - APPLICATION FORM

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or duty under the RFA 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 RFA process,
- (c) the Applicant preparing and submitting the Application;
- (d) the City accepting or rejecting the Application or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any application; addresses or fails to address any application or applications; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFA.

#### 6.2 Indemnity by the Applicant

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Applicant 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 Applicant 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 RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA 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 RFA process, or
- (c) liability on any other basis related to the RFA or the application process.

#### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFA or this application 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 Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant 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 RFA or the application 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 Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

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

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART C - APPENDIX 1 - APPLICATION FORM

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

**8 PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFA and Application Documents City's Property**

- (a) All RFA-related documents provided to the Applicant by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Application, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application to the Applicant.

**8.2 Applicant'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 Application, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFA, the City will treat the Application (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 Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Application.
- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Application (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 Application (or any other submissions) including, without limitation, records relating only to the Applicant.

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

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

- (a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant'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 Application 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 Application.
- (b) The Applicant 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 RFA obtained during his or her employment or

REQUEST FOR APPLICATIONS NO. PS20150505  
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PART C - APPENDIX 1 - APPLICATION FORM

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engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

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

The Applicant confirms and warrants that neither the Applicant 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 RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant'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 Application.

**9.3 Declaration as to No Collusion**

The Applicant confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

**9.4 Declaration as to Lobbying**

The Applicant confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant 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 Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Application.

**10 GENERAL**

- (a) All of the terms of this Appendix 1 to this Application Form which by their nature require performance or fulfillment following the conclusion of the application process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the City.
- (b) The legal invalidity or unenforceability of any provision of 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 Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Application and participating in the RFA process.

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART C - APPENDIX 1 - APPLICATION FORM

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11 INDEPENDENT LEGAL ADVICE

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

IN WITNESS WHEREOF, AS EVIDENCE OF THE APPLICANT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE APPLICANT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART D - FORM OF AGREEMENT

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**PART D**  
**FORM OF AGREEMENT**

The following is the Form of Agreement referred to in Part A, Section 11.2(a) and 11.2(g). While the Form of Agreement is presented in its substantial form, the City envisions finalizing the terms with pre-qualified Applicants, if any, at contract stage.

Applicants should clearly state their deviations or variations, if any, to the terms of the Form of Agreement as set out in Section 2.3(e) of Part B.



## STANDING OFFER AGREEMENT

Transportation Consulting Services  
Agreement # PS20150505

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
(the "City")

OF THE FIRST PART

AND:

[●]

(the "Consultant")

OF THE SECOND PART

(City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

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

### 1.0 INTERPRETATION

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - (a) "Agreement" means this Standing Offer Agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;
  - (b) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial,

REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART D - FORM OF AGREEMENT

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regional, municipal and other statutory authority applicable to the Consultant, any Sub-consultant and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;

- (c) “Application” means the application submitted by the Consultant in response to the RFA , not attached but incorporated by reference;
- (d) “City’s Project Manager” means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) “Confidential Information” has the meaning set out in Section 15.0;
- (f) “Contract Documents” means this Agreement, including all appendices;
- (g) “Deliverables” has the meaning set out in Section 17.0;
- (h) “Effective Date” has the meaning set out on page 1 of the Agreement;
- (i) “GST” means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time, but excluding any provincial component collected by Canada on behalf of British Columbia, such as by way of example the provincial component authorized as of and from July 1, 2010 pursuant to the Consumption Tax Rebate and Transition Act (British Columbia);
- (j) “Project Team” has the meaning set out in subsection 2.2(c);
- (k) “PST” means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (l) “Request for Applications” or “RFA” means the City of Vancouver Request for Applications PS20150505, not attached but incorporated by reference;
- (m) “Request for Services” or “RFS” means the document used by the City to obtain services under this Agreement in the form of Appendix C;
- (n) “Services” has the meaning set out in Section 2.1;
- (o) “Site” means each of the City worksites and other places at which any part of the Services shall be performed, including a site specified in a Request for Services;
- (p) “Sub-consultant” has the meaning set out in Section 4.1; and
- (q) “Term” means the term of this Agreement as specified in Section 12.1;

1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) Any approved Request for Services;
- (b) this Agreement, including all appendices but excluding the Application and the RFA;



REQUEST FOR APPLICATIONS NO. PS20150505  
PRE-QUALIFICATION OF TRANSPORTATION CONSULTANTS  
PART D - FORM OF AGREEMENT

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- (c) the Application; and
  - (d) the RFA.
- 1.3 Nothing in this Agreement guarantees the Consultant any level of business. All Services to be provided by the Consultant shall be as per approved Request for Services.
- 1.4 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
  - (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
  - (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any and all attached appendices) and not to any particular section, subsection or other subdivision;
  - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
  - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
  - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
  - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
  - (g) all references to money mean lawful currency of Canada;
  - (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
  - (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.
- 2.0 CONSULTANT'S SERVICES TO THE CITY
- 2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):
  - (a) the services as per the RFS approved by the City’s Project Manager; and
  - (b) all services not specifically included in subsections 2.1(a) but which are necessary or incidental to the completion of the Services.
- 2.2 The Consultant will be fully responsible for:
  - (a) coordinating the Services with the City’s Project Manager, or their delegate, and ensuring that the performance of the Services does not adversely impact the design or construction schedule for the project or the work and/or services provided by the City’s other consultants;

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- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A- Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-consultants (the “Project Team”) described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
  - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformance with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City’s Site or any other City property.
- 3.0 PROJECT TEAM
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members identified in Section [●] of the Application.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3.0, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-consultant or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

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- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.
- 4.0 SUB-CONSULTANTS
- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-consultant") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-consultants, and will assume full responsibility to the City for all work performed by the Sub-consultants in relation to the Services and will pay all fees and disbursements of all Sub-consultants, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-consultant is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-consultant to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-consultant and the City.
- 5.0 BASIS OF PAYMENT TO THE CONSULTANT
- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST, as applicable.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on:
- (a) the maximum fees and disbursement amount set out in any approved Request for Services; and
  - (b) for all other Services, the hours worked by employees of the Consultant or by the Sub-consultants multiplied by the applicable hourly charge-out rates set out in Appendix D.
- 5.3 If there are limiting amounts for fees and disbursements indicated in Appendix D - Schedule of Rates, or in any approved Request for Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the City to the Consultant for the Services or portions of the Services will not exceed those amounts specified in in any approved Request for Services or in Appendix D - Schedule of Rates, whichever applies. Where additional fees are to be paid by the City to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Section 6.0. This limit on the fees to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 If the Consultant has engaged Sub-consultants, then the Consultant will make full payment to said Sub-consultants for work performed in relation to the Services. Subject to Section 5.3, the City will reimburse the Consultant for payments made to Sub-consultants at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.
- 5.5 The Consultant shall no later than the last working day of each month, submit a draft invoice to the City's Project Manager. The City's Project Manager shall review, raise any concerns

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with the Consultant, and after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, shall meet with the City's Project Manager to expedite and settle the draft invoice.

- 5.6 The Consultant will submit final invoices to the City on or before the tenth day of each month. Each invoice will list the names, hours worked and pay rates of all employees of the Consultant and Sub-consultants that have worked on the Services during the previous month, the total amount of previous payments made by the City, and the percentage of the Services that are complete. Each invoice will show separately the amount of GST and PST as applicable.

For further clarity, each invoice shall clearly show:

- (a) name and address of the Consultant;
- (b) Consultant's invoice number and date of issue;
- (c) City purchase order number (a purchase order shall be released for each approved Request for Services);
- (d) amount of current invoice (GST and PST, as applicable to be shown separately); and
- (e) amount of previous payments made by the City.

Attached to each invoice will be:

- (a) detailed listing names, hours worked and pay rates of the Consultant;
- (b) detailed listing names, hours worked and pay rates of the Sub-consultant(s), with confirmation of payments made to Sub-consultant(s); and
- (c) copies of invoices for all disbursements, if and as authorized;
- (d) a brief report, detailing the work completed during the month covered by the invoice, work outstanding to complete the Services and the percentage of Services completed.

Notwithstanding anything to the contrary contained in this Agreement, the City will never be obligated to pay the Consultant a greater percentage of the maximum fees and disbursements set out in an approved Request for Services or in Appendix D - Schedule of Rates than the degree of percentage completion of the total of the Services.

- 5.7 If the City does not approve or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.
- 5.8 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

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**6.0 CHANGES TO SCOPE OF SERVICES**

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Request for Services contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 6.3 for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Schedule 4 of this Agreement.

**7.0 RELEASE AND INDEMNIFICATION**

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-consultants, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-consultants, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

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**8.0 INSURANCE**

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

**9.0 WORKSAFEBC**

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-consultant's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-consultant are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

**10.0 CITY INFORMATION/APPROVALS**

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

**11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY**

- 11.1 The City appoints [●] as the City's Project Manager for the purposes of this Agreement. The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.
- 11.2 The Consultant appoints [●] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

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**12.0 TERM OF AGREEMENT**

- 12.1 Unless otherwise earlier terminated pursuant to Section 13.0, this Agreement shall come into full force and effect on the Effective Date and shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing (the "Term").
- 12.2 Subject to termination pursuant to Section 13.0 but notwithstanding Section 12.1, the Term may be extended for up to two (2) successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Consultant.
- 12.3 If the City gives the Consultant notice in accordance with Section 12.2, then the Consultant and the City shall, as soon as reasonably practical thereafter, meet to, in good faith, discuss and, if possible, agree pricing applicable during the extension period(s). If such an agreement is reached, then the new pricing shall be recorded as an amendment to this Agreement, signed by both the City and the Consultant. If such amendment is not signed by the third anniversary of the Effective Date, then the Agreement shall terminate on the third anniversary of the Effective Date, notwithstanding Section 12.2.

**13.0 TERMINATION**

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten (10) days prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) in closing out the Services or the part terminated.
- 13.2 Under no circumstances shall the City be liable for any wind up costs, resulting from the termination, of any type.

**14.0 ASSIGNMENT**

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:
- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
  - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

**15.0 CONFIDENTIALITY**

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;

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- (b) information which was previously in the Consultant's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
  - (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;provided that the Consultant shall have the right to retain one (1) copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.



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**16.0 NO PROMOTION OF RELATIONSHIP**

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-consultants to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

**17.0 DELIVERABLES**

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- (a) products, goods, equipment, supplies, models, prototypes and other materials;
  - (b) information and data;
  - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
  - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “Deliverables”).
- 17.2 Deliverables are deemed not to include:
- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
  - (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
  - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “Pre-Existing Materials”).
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

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- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
  - (b) immediately on the date of expiration or sooner termination of this Agreement; or
  - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.
- 18.0 NOTICES
- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to:

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City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
(mailed to the attention of City's Project Manager)

with a copy sent to the attention of the Category Manager, Professional Services at:

Supply Chain Management  
City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

**19.0 NO CONFLICT OF INTEREST**

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is (a) an elected official or employee of the City or (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

**20.0 NON-RESIDENT WITHHOLDING TAX**

- 20.1 If the Consultant is a non-resident of Canada, as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation unless a Canada Revenue Agency waiver has been provided to the City within the time limits required under the Canada Revenue Agency administrative guidelines as in effect from time to time, and in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

**21.0 COMPLIANCE WITH LAW**

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license, which for the avoidance of doubt may include a Metro West Inter-Municipal

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business license in lieu of a Vancouver business license, throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

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

23.0 INDEPENDENT CONSULTANT

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

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

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 Time of the Essence. Time shall be of the essence of this Agreement.

25.2 Unavoidable Delay. Notwithstanding Section 25.0, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Consultant's employees or Sub-consultant's employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub-consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

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

26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement

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void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

- 26.3 Remedies Cumulative. The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 Further Assurances. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 Joint and Several Liability of Joint Venture Participants. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 Schedules and Appendices. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 Set-Off. The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

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

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

CITY OF VANCOUVER

By: \_\_\_\_\_  
[●]

\_\_\_\_\_  
Date

[CONSULTANT]

By: \_\_\_\_\_  
[●]

\_\_\_\_\_  
Date

**APPENDIX A**  
**INSURANCE REQUIREMENTS**

1. Required types and amounts:

Prior to commencing the Services, the Consultant shall obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits<sup>1</sup> of not less than \$2,000,000 per claim and not less than \$3,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services;
- (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence and not less than \$2,000,000 in aggregate, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds; and
- (c) motor vehicle liability insurance for owned and leased licensed vehicles with limits of \$5,000,000 per occurrence for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident and, where the policy has been issued pursuant to a government operated automobile insurance system, the Consultant will provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Consultant or any third party provider used in connection with this Agreement.

2. Required policy terms:

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two (2) years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice,

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<sup>1</sup> the minimum limits for professional (errors and omissions) liability insurance may vary depending on the value of the actual project. These minimum insurance limits will be finalized with the pre-qualified Applicant(s) at contract stage.

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and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

3. Insurance certificate:

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

4. Sub-consultants' insurance:

The Consultant shall provide in its agreements with its Sub-consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant shall deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-consultant (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-consultant agreements.

5. Insurance requirements additional to any other requirements:

The Consultant and each of its Sub-consultants shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

6. Deductibles:

Payment of all deductibles shall be the responsibility of the Consultant.

7. Insurance requirements independent of Agreement obligations:

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



**APPENDIX B**  
SERVICES

[Information under this appendix is to be completed with the pre-qualified Applicant at contract stage]

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**APPENDIX C**  
REQUEST FOR SERVICES FORM

[Information under this appendix is to be completed with the pre-qualified Applicant at contract stage]

**APPENDIX D**  
**SCHEDULE OF RATES**

[Information under this appendix is to be completed with the pre-qualified Applicant at contract stage]

**APPENDIX E**  
APPLICATION

The Application referred to in Section 1.1(c) is not attached but incorporated by reference.

**APPENDIX F**  
RFA

The RFA referred to in Section 1.1(k) is not attached but incorporated by reference.