



## **REQUEST FOR PROPOSALS**

# **CONSULTING SERVICE FOR ARBUTUS GREENWAY PROJECT**

**RFP No. PS20170292**

**Issue Date: March 1, 2017**

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

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PART A - INFORMATION AND INSTRUCTIONS

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**PART A - INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the City and, depending on the City’s evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring the services of a qualified team of consultants to work with staff, stakeholders and the public to develop a conceptual design and master plan that will guide the transformation of the Arbutus Corridor into a world-class greenway with the potential to include a streetcar in the future. Details of the City’s General Requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 The RFP consists of four parts, plus appendices:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) **PART B - GENERAL REQUIREMENTS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

- 2.1 Potential Proponents should note the following key dates:

Event	Time, Date
Deadline for submission of Mandatory Information Meeting registration form (Appendix 1 to this Part A)	4:00 p.m., March 8, 2017
Mandatory Information Meeting	3:00 p.m., March 9, 2017
Deadline for Enquiries	4:00 p.m., March 21, 2017
Closing Time	3:00 p.m., March 28, 2017
Interviews with Short-listed Proponents	TBD, April 18, 2017

- 2.2 All references to time in the RFP 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 proposals.

**3.0 CONTACT PERSON**

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

**Donabella Bersabal**  
Email: [donabella.bersabal@vancouver.ca](mailto:donabella.bersabal@vancouver.ca)  
Tel. No.: 604-829-2081

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

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

**4.0 SUBMISSION OF PROPOSALS**

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

- 4.2 Each Proponent should submit **one (1) digital copy** of the exact same Proposal to be placed in a USB thumb drive or CD and **four (4) hard copies** of its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Consulting Service for Arbutus Greenway Project; PS20170292”) to the following address:

City of Vancouver  
4<sup>th</sup> floor, Supply Chain Management  
453 West 12th Avenue  
Vancouver, B.C., V5Y 1V4

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**PART A - INFORMATION AND INSTRUCTIONS**

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Proposals should not be bound in three-ring binders or stapled. Use bull clips and standard paper for easy scanning if necessary.

- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals must not be submitted by fax or email.
- 4.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.7 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.8 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.9 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a prime consultant and use subconsultants as required.
- 4.10 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

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

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 A **Mandatory Information Meeting** (the “**Information Meeting**”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: City Hall Main Floor Town Hall - Media Centre

- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

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**PART A - INFORMATION AND INSTRUCTIONS**

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5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by fax to 604-873-7057, or by e-mail to [donabella.bersabal@vancouver.ca](mailto:donabella.bersabal@vancouver.ca), on or before the time and date specified in Section 2.1 above.

5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting, but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

## **6.0 PROPOSED TERM OF ENGAGEMENT**

6.1 The term of this Agreement is variable and will extend until the services are complete. The City anticipates the engagement to last 12-18 months.

## **7.0 PRICING**

7.1 All prices quoted in any Proposal must be inclusive of any provincial sales tax payable by the City under the Provincial Sales Tax Act, S.B.C.2012, c.35 ("PST"), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 ("GST") or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Proposal.

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

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

## **8.0 EVALUATION OF PROPOSALS**

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

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the General Requirements (as defined in Part B) as and when needed, including key personnel, subconsultants, and relevant experience (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

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PART A - INFORMATION AND INSTRUCTIONS**

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8.3 Evaluation Criteria

<b>Stage 1</b>	
<b>Evaluation Criteria</b>	<b>Evaluation Weighting</b>
<b>Technical Proposal Total</b>	<b>70%</b>
Proponent Capability & Experience (including subconsultants, if used)	45%
Work Plan & Methodology	25%
<b>Commercial Proposal</b>	<b>25%</b>
<b>Sustainability</b>	<b>5%</b>
<b>SUBTOTAL</b>	<b>100%</b>
Additional points will be given to Proponent's suggested innovative and/or alternative approaches to the scope of work	5%
<b>TOTAL STAGE 1 SCORE</b>	<b>105%</b>
<b>Stage 2</b>	
<b>Total Score from Stage 1</b>	<b>85%</b>
<b>Interview Score (Short-listed Proponents)</b>	<b>15%</b>
<b>TOTAL FINAL SCORE</b>	<b>100%</b>

- 8.4 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.5 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.6 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.7 The City may also require that any proposed subconsultants undergo evaluation by the City.

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8.8 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the General Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the General Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

**9.0 CITY POLICIES**

9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

**10.0 CERTAIN APPLICABLE LEGISLATION**

10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the 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 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

**11.0 LEGAL TERMS AND CONDITIONS**

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

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



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PART A - INFORMATION AND INSTRUCTIONS

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APPENDIX 1 TO PART A



FINANCE, RISK AND SUPPLY CHAIN MANAGEMENT  
Supply Chain Management

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**RE: REQUEST FOR PROPOSALS NO. PS20170292, CONSULTING SERVICE FOR ARBUTUS GREENWAY PROJECT - MANDATORY INFORMATION MEETING**

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Donabella Bersabal  
City of Vancouver  
Email: [donabella.bersabal@vancouver.ca](mailto:donabella.bersabal@vancouver.ca)

Proponent's Name: \_\_\_\_\_

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company WILL  / WILL NOT  attend the information meeting for Request for Proposals No. PS20170292, Consulting Service for Arbutus Greenway Project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory

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

\_\_\_\_\_  
Date

## PART B - GENERAL REQUIREMENTS

### 1.0 GENERAL REQUIREMENTS

- 1.1 The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

### 2.0 PROJECT BACKGROUND

- 2.1 The Arbutus Corridor is an 8.8-km stretch of land previously owned by the Canadian Pacific Railway (CPR) that runs from near False Creek to near the Fraser River (Refer to Figure B-1). The corridor is located on the unceded territories of the Musqueam, Squamish and Tsleil-Waututh First Nations, as is the City of Vancouver overall and, as such, the City is discussing directly with the three Nations how they would like to be involved in the project.
- 2.2 From 1902 until 1958 the Arbutus Corridor was part of an interurban train service known as the ‘Sockeye Special’ that carried passengers and goods between Downtown Vancouver (Davie and Seymour) and Steveston (Richmond). Even after the Richmond section had ceased operations the Arbutus Corridor remained an active rail line for goods movement until 2001.
- 2.3 For decades the City has envisioned the Arbutus Corridor playing a pivotal role in the City’s transit and active transportation networks. The 1995 Vancouver Greenways Plan referred to the corridor as “Arbutus Way” and noted it was “Identified by the public as the most desirable Greenway route next to the waterfront routes” and that “Arbutus Way is a keystone of the Greenways system”. In 2000, Vancouver City Council passed the Arbutus Corridor Official Development Plan, which proposed developing the corridor as a multi-use transportation and greenway corridor. The plan designates the land in Arbutus Corridor as a “public thoroughfare” for rail transit, cycling and walking.
- 2.4 In 2012 Council approved Transportation 2040, the City’s long-term strategic vision for transportation and land use, within which the City restated its long-term transportation objective to develop the Arbutus Corridor as both an active transportation greenway, including high-quality walking and cycling routes, as well as a future streetcar or light rail line. In 2013, the Arbutus Corridor was included as a green transportation corridor in the City’s Regional Context Statement, which was approved by Council and the Metro Vancouver Board.
- 2.5 The City purchased the Arbutus Corridor from Canadian Pacific Railway (CPR) in March 2016 for the purpose of creating a transportation greenway along much of its length. Article 9.1 of the purchase agreement explicitly states that “the City in its capacity as owner of the Lands will commence and expedite an internal planning process to design portions of the Lands for light rail use and walking and cycling use.”
- 2.6 CPR elected to remove the rail tracks from the corridor in spring 2016, prior to the design process for the final Arbutus Greenway commencing. In so doing the City was provided an opportunity to construct temporary pathways for walking and cycling from Fir Street and W 5<sup>th</sup> Ave to Milton St to enable the public to use the former rail line, and become familiar with its different characteristics. Construction of these temporary pathways is expected to be completed by spring 2017.

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PART B - GENERAL REQUIREMENTS

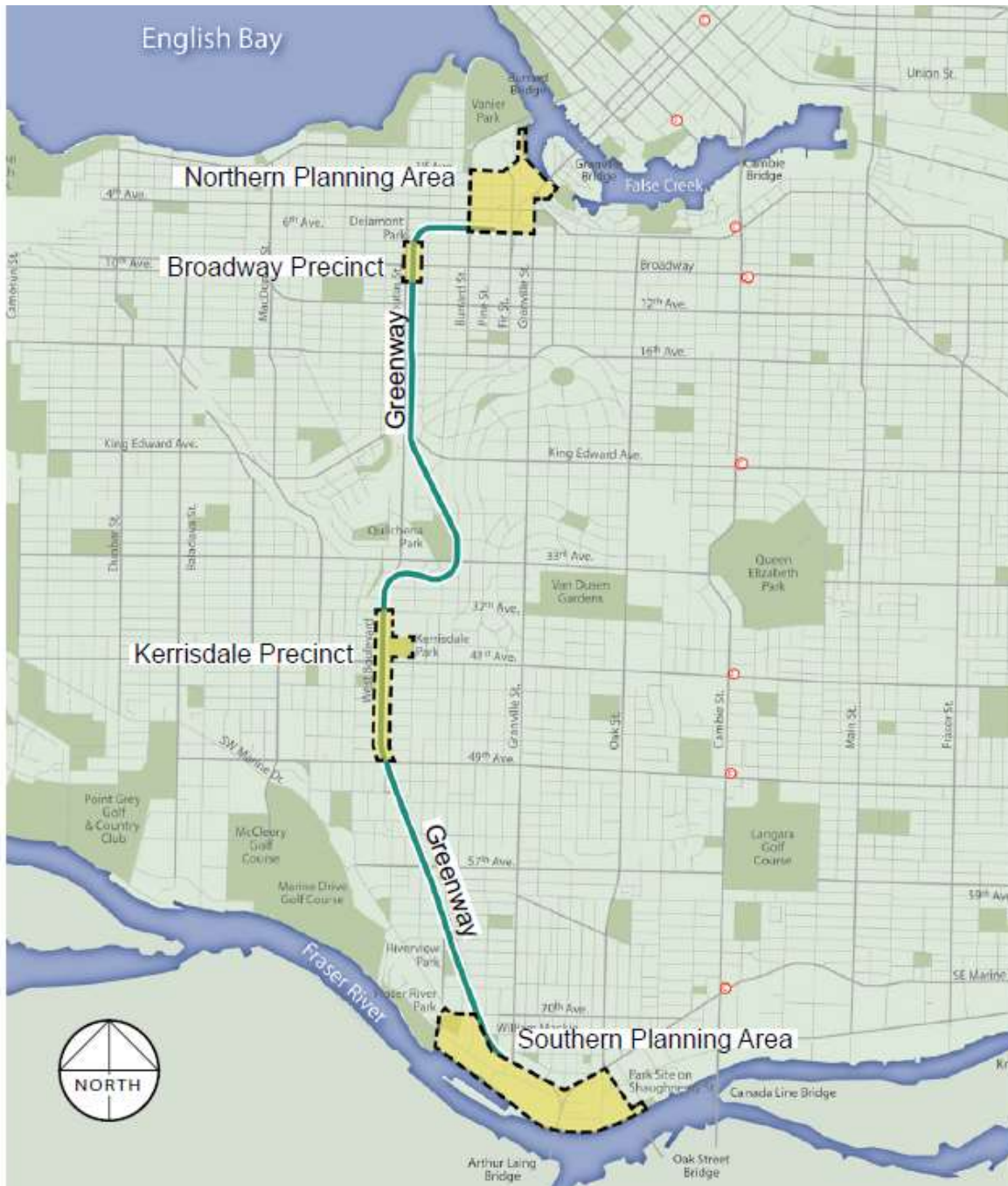


Figure B-1 - Area Map

### 3.0 PROJECT OVERVIEW

- 3.1 The City is seeking the services of a qualified team of consultants to work with staff, stakeholders and the public to develop a conceptual design and master plan that will guide the transformation of the Arbutus Corridor into a world-class greenway with provisions to integrate a streetcar in the future. The greenway will feature separated paths for walking, cycling, and other non-motorized uses, the allowance for a future streetcar line (integrated with walking and cycling paths), public spaces and gathering areas of varying scale on or adjacent to the corridor, connections to adjacent neighbourhoods and parks, ecological enhancements, public

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**PART B - GENERAL REQUIREMENTS**

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art, custom landscape furniture, and innovative technologies. The master plan will consider opportunities for implementation phasing, scalability, and adaptability over time as funding becomes available, and the successful Proponent will help to identify the value and trade-offs of various implementation options.

- 3.2 The successful Proponent will need to possess the landscape architecture, engineering, planning, environmental, communications, and creative problem solving expertise required to undertake this multifaceted design assignment involving a wide range of stakeholders. Although streetcar infrastructure will not be constructed as part of the initial greenway, the design for a future streetcar service that is integrated with the regional transit system and the greenway will be a fundamental component of the master plan.

#### **4.0 PROJECT AREA**

- 4.1 The Arbutus Greenway's core boundaries extend from Milton St in the south to approximately W 1st Ave in the north (Figure B-1), although the segment of the former rail corridor north of W 5th Ave is excluded from consideration as a transportation greenway. The corridor is typically 20 m wide with some sections as narrow as 15 m. It passes through five neighbourhoods (Kitsilano, Arbutus Ridge, Shaughnessy, Kerrisdale, and Marpole), beside seven city parks (6th & Fir, Delamont, Quilchena, Kerrisdale, Kerrisdale Centennial, Riverview and William Mackie) and will link the Fraser River with Burrard Inlet, both of which have important cultural and biophysical stories to contribute to the final design of the Arbutus Greenway.

- 4.2 There are two primary zones along the corridor that will require particular attention, due to their technical complexity:

- (a) Kerrisdale Precinct (between W 37th and W 49th Ave) - this area is the primary village node along the greenway, and is layered with First Nation and European settlement history. It once served as the administrative office for the Point Grey Municipality, before Point Grey amalgamated with the City of Vancouver and South Vancouver. And during the 1960s, Kerrisdale was considered one of Vancouver's 'complete communities' due to its mix of commercial and residential development, cultural amenities, recreation facilities and transit connections, including the former 'Sockeye Special' interurban.
- (b) Broadway Precinct (between W 7th and W 10th Ave) - this area will eventually become a key transit hub with the future streetcar line along the greenway connecting to the Arbutus Station of the Millennium Line SkyTrain extension that will run underneath Broadway. This will be a major transfer location for transit users and a hub of activity for foot and bike traffic. The public space here will need to reflect emerging plans for the Millennium Line Broadway Extension and integrate the various transportation uses and any opportunities for gathering space as well.

- 4.3 In addition to these two primary zones there are several sections of the corridor with abutting community gardens that are well established. In Kitsilano there are four community gardens and the City Farmer Demonstration Garden which began in 1978 and established one of North America's first urban agriculture- focused gardens. In Kerrisdale there are the Arbutus Victory Gardens which began during World War II as a local initiative to grow food in response to the food scarcity during the war.

- 4.4 There are two planning areas outside of the core boundaries (Figure B-1) that frame the former rail corridor but are considered part of the study area for the design work. Understanding how the greenway extends through these areas will play an instrumental role in how well connected the greenway will be with other parts of the City:

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**PART B - GENERAL REQUIREMENTS**

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- (a) Northern Planning Area: This zone includes the area generally from Burrard Street to Granville Street and from W 5th Avenue to False Creek. The master plan will need to include a design for high-quality greenway connections to the South False Creek Seawall, Granville Island, Granville Bridge (including a proposed Granville Bridge greenway) and other existing bike routes, and concepts for how the future streetcar will link to Granville Island and points east; and,
  - (b) Southern Planning Area: This zone generally covers an area from Fraser River Park, south to the Fraser River, north to Marine Drive, and east to the Oak Street Bridge. Key considerations include how the greenway meets the Fraser River, future trails/greenways east and west along the river and how the streetcar line extends to the east towards the Canada Line and possibly further east. This area is also of significant cultural importance to the three Nations and a location at which they have an extended historical presence, which the greenway design must acknowledge and respect.
- 4.5 It should also be noted that there are many sections along the Arbutus Corridor that abut City street rights-of-way on one or both sides, which provide additional opportunities for engaging public space beyond the physical constraints of the former rail corridor. These adjacent street rights-of-way are generally considered part of the study area for this design assignment.
- 5.0 PROJECT GOVERNANCE**
- 5.1 The Arbutus Greenway Project is managed by the City of Vancouver's Arbutus Greenway Project Team (APT), overseen by the Arbutus Project Manager (APM). The APM and APT will lead the overall design process with the support of the successful Proponent. The APT will provide design and technical direction to the successful Proponent throughout the duration of the assignment, and ensure that the community's vision and values are reflected in the design and the City's project objectives are achieved. At times the APT will be expanded to include additional representatives from the City as needed. Strategic direction for the project is provided by a cross-departmental Steering Committee of senior managers, and major technical oversight is provided by a Technical Committee of Engineering Department managers. The APM is responsible for liaising with these committees on an ongoing basis.
- 5.2 The successful Proponent is required to appoint a project manager who will act as the key contact in the APT and play the lead role in coordinating sub-consultants and managing project planning and design tasks. The project manager will be required to meet with the APT at start-up, during weekly meetings, and at key milestones as a collaborative effort that directs all aspects of the design assignment. Key members of the Consultant Team will be in attendance as needed.
- 5.3 The City has a preference to meet with the Proponent within a 30-minute journey via walk, bike and or transit from the Broadway-City Hall Canada Line Station.

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PART B - GENERAL REQUIREMENTS**

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**6.0 MANDATORY MINIMUM REQUIREMENTS**

6.1 Proponents are expected to clearly demonstrate significant and transferable experience in each of these key areas by providing project information sheets and current references that the evaluation committee can contact. Proposal requirements are summarized in Part C - Appendix 2.

6.2 The Proponents' project team shall comprise of, at a minimum, one of the following:

Team Member	Minimum Years of Experience	Licensing Body
Registered Landscape Architect	15	BCSLA
Registered Professional Civil Engineer	10	APEGBC
Registered Professional Transportation Engineer	10	APEGBC
Registered Professional Electrical Engineer	10	APEGBC
Urban Designer	15	-
Street Car Consultant	15	-
Project Manager	10	PMI
Professional Quantity Surveyor	5	CIQS
Registered Professional Biologist	5	BCCAB
Certified Arborist	5	ISA

6.3 It should be noted that the City may elect to engage a streetcar planning and design consultant through a process separate to this RFP to review and update the City-wide streetcar strategy, to assess potential streetcar alignments in other parts of Vancouver, and to develop ridership models and a business case. The successful Proponent in this RFP would not be precluded from bidding for such future work. In any case, collaboration with other City streetcar initiatives may be required.

6.4 All efforts in relation to assistance with public engagement will occur under the direction of the APT's Communications and Engagement Manager.

6.5 The Proponent is expected to comprise several disciplines with experience in the planning and design of urban greenways, active transportation infrastructure, and streetcar systems. The team's expertise should include, as a minimum, the following:

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Discipline	Applicable Expertise
Landscape Architecture	Urban greenway & linear park design Exceptional public realm design Park and open space connectivity Sustainable and universal design Green infrastructure/rainwater management 2D/3D visualization, renderings, animations Heritage landscape planning and design High quality landscape furniture & materials Interactive play, fitness, etc. Crime Prevention Through Environmental Design (CPTED) Long-term landscape management and operation Design charrettes/workshops
Transportation Planning & Engineering	Multi-modal network planning Active transportation planning & design Transportation data collection Traffic analysis & operational design (with focus on better integrating non-motorized modes) Road/geometric design Traffic calming planning & design CPTED
Streetcar Planning & Design	Design criteria Rolling stock specifications Streetcar network planning Streetcar alignment planning & design Intersection design & operations Station planning, spacing, design Streetcar operational planning & design Operations/maintenance requirements
Urban Planning & Design	Urban design with park and open space focus Land use planning Public space programming & stewardship Behavioural analysis (use of public space) Design charrettes/workshops

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<b>Discipline</b>	<b>Applicable Expertise</b>
Civil Engineering	Geotechnical engineering (slope stability, retaining walls) Structural design (retaining walls, railings, culverts, bridges) Water/sewer & drainage design Green infrastructure/rainwater management Infrastructure maintenance/life-cycle needs Third-party utilities (gas, fibre, telecom) 3D topographical surveying Envision Sustainability Professional
Electrical Engineering	Street/pathway lighting design Traffic signal design Hydro transmission & distribution design Public space electrical design (audio-visual, event power)
Environmental	Environmental assessment Soil testing & remediation strategies
Urban Ecology & Habitat Enhancement	Urban biodiversity, wildlife protection Habitat restoration Urban forestry
Cost Estimating	Estimation & cost analysis Risk analysis
Communications and Engagement	Writing for non-technical audience 2D/3D renderings Drawings Photography
Public Art Planning (Optional Price)	Integration of public art Public art master plans



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**7.0 PROJECT OBJECTIVES**

7.1 Between January 18 and February 15, 2017 the City consulted with stakeholders and the general public on the vision for the future Arbutus Greenway. The consultation summary report will be shared with the successful Proponent at the assignment start-up. Notwithstanding the formation of the vision and defining values through this public process, the following preliminary City objectives will help guide the planning and design of the greenway:

- (a) Enable people of all ages and abilities to safely and comfortably travel using a variety of non-motorized means between False Creek and the Fraser River: The Arbutus Greenway represents a unique opportunity to introduce safe, comfortable, and barrier-free pathways that will provide connections across the City and have limited encounters with motor vehicles. Safety and accessibility for all users will be key design outcomes against which the project will be measured.
- (b) Provide opportunities for a future streetcar to be incorporated into the greenway: The City's Transportation 2040 Plan envisions a local streetcar service using the corridor and, although it may not be added for many years, the design of the final greenway should anticipate and, to the extent possible, incorporate the physical requirements for a streetcar line. Several alignment options will need to be developed and assessed through the greenway planning process, and the greenway should be designed to minimize extensive reconstruction at the time of streetcar implementation. It is envisioned that this streetcar will be integrated as part of the region's transit system.
- (c) Provide a range of public spaces for people to gather and socialize, support community events and enable artistic expression: In addition to supporting active transportation and a future streetcar, it is envisioned the Arbutus Greenway will become a compelling linear public open space with places for people to pause, sit, gather, socialize, celebrate and recreate. Major public open spaces are expected at Broadway and in Kerrisdale, with minor public spaces where major roads intersect the greenway. Additionally there are significant opportunities to enhance public space and provide diverse gathering and socializing experiences where the greenway meets the seven adjacent parks. Art is also envisioned to be a significant element throughout the greenway. The design process will contemplate opportunities for public spaces and art on City lands both within and adjacent to the corridor.
- (d) Improve connections within and across neighbourhoods adjacent to the greenway: The Arbutus Greenway project presents an opportunity to provide walking and cycling connections to and from adjacent neighbourhoods and community destinations (e.g., schools, community centres, etc.) that were discouraged, and in many cases prohibited by the former rail operation. A key component of this work is to develop context-sensitive relationships between the greenway and the seven city parks it abuts.
- (e) Enhance the City's biological diversity, urban forest and overall urban ecology: Reintroducing trees and native vegetation as part of enhancing the city's urban forest, applying the City's Integrated Rainwater Management Plan to the greenway and looking for opportunities to improve habitat for biodiversity are among a number of initiatives that can enhance the greenway's ecological function, and provide opportunities for people to connect with nature.
- (f) Celebrate the rich history and cultural diversity of the area: The greenway passes through parts of Vancouver that have witnessed significant changes; from thousands of years of First Nations living in the area, within a mixed native forest, to more recent European settlement and an ornamental landscape. Today the neighbourhoods abutting

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the greenway are microcosms of the ethnic diversity that characterizes Vancouver and provides opportunities to enrich the design narrative of the greenway. This cultural richness will be celebrated through art and interpretive features that engage greenway users.

- (g) Engage residents and stakeholders in a meaningful way: The planning and design process must involve the public and other stakeholders in a meaningful way to ensure the complexities of the project are well understood, there is a clear feeling of being involved in the decision making, and there is general support for the final greenway plan.
- (h) Build resiliency and flexibility into the design: Considering the rapid growth and change that the City of Vancouver is undergoing, it is very difficult to predict the needs of the City generally, and the Arbutus Greenway specifically, over the long term. The design should therefore anticipate the need to adapt to programmatic, development, environmental and climatic changes over time. The master plan must also contemplate opportunities for phased/incremental implementation in response to funding provisions.

## **8.0 KEY CONSIDERATIONS**

8.1 Considering the Arbutus Greenway is approximately 9 km long, passes through five neighbourhoods and beside seven (7) City-parks, and connects the Fraser River with False Creek, there are several points that the design process will need to consider for the greenway to be successful including:

- (a) Public Realm & Place-making: The form and character of the public realm (e.g. walking and cycling pathways, public spaces, lighting, furniture, public art, etc.) will play an instrumental role in establishing the overarching and site-specific experiences of the greenway. Early discussions with stakeholders and the public have indicated a desire to reflect the distinct character of each neighbourhood along the greenway. With such a long and linear site, one of the design challenges will be the development of features and elements that can maintain a coherent experience within the physical confines of the entire greenway while allowing for uniqueness within distinct sections of the corridor. To that end, Proponents will be expected to demonstrate their familiarity with projects similar in scope to the Arbutus Greenway as well as their understanding of the importance of a thoughtful, well-designed public realm. The Proponent will also need to clearly understand the City's urban forestry and biodiversity strategies and how these strategies might be applied to the greenway to help enrich the greenway's experience.
- (b) Managing Multiple Transportation Modes: Walking, cycling, other forms of non-motorized travel and streetcars move at different speeds and, as a result, require distinct and dedicated infrastructure to ensure these different travel modes can safely and comfortably share the greenway. Considering the width of the Arbutus corridor varies from 15 metres at its narrowest to over 20 metres at its widest, accommodating the requirements for these different modes of travel in an efficient, safe and elegant manner is a fundamental design challenge. Despite this, there is an opportunity to consider additional space for movement and/or public gathering where the Arbutus Corridor abuts existing street rights-of-way, such as East and West Boulevards. In addition to considering how to manage different modes along the corridor, the design needs to safely and effectively address the numerous locations where motor vehicles and transit cross the corridor.

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- (c) **Future Streetcar and Interim Possibilities:** A key component of this project involves planning for a future streetcar including assessing alignment options, potential station stops, servicing requirements (e.g. general catenary line and pole locations, signals, utility integration), operational requirements, land use implications and preparing Class D cost estimates. As well, it is expected this project will determine the extent of streetcar-related infrastructure that should be installed during the construction of other, more imminent greenway elements (e.g. pathways, public spaces, lighting, furniture, etc.). However, as it will likely be many years before a streetcar will begin operating along the greenway, a design challenge and opportunity will be to investigate different possibilities for the interim use of the zone dedicated for the future streetcar line. A further challenge will be to identify and assess potential design and/or operational trade-offs that need to be considered as a conceptual alignment that successfully integrates both active transportation and streetcar elements is developed.
- (d) **Experiencing Nature:** The perception of the Arbutus Corridor as a natural area is one of the strongest sentiments that the public has voiced to date. Notwithstanding the absence of significant areas of native vegetation and predominance of invasive species, the plants within the corridor have, since freight cars stopped rolling along the tracks in 2001, been allowed to grow with little maintenance and, as a result, have helped to create a 'natural' experience for those walking along the tracks. Continuing to provide people with opportunities to experience nature is, notwithstanding the spatial requirements of walking and cycling pathways, and a streetcar, a key aspiration for the Arbutus Greenway.
- (e) **Community Engagement:** The success of the Arbutus Greenway will be, in part, determined by the extent to which the public feels they have helped shape the greenway. To that end the City is committed to an inclusive and extensive public engagement process that can help engender a sense of public ownership and stewardship. The City will be responsible for community engagement activities, including planning, implementing and reporting on consultation activities. The successful Proponent will support the community engagement process by:
- (i) Developing presentations, written content and images, specifically geared towards a non-technical audience, for the City's use during consultation;
  - (ii) Attending and presenting at consultation activities as a subject matter expert; and,
  - (iii) Ensuring the public's aspirations are reflected in the proposed designs.
- Content provided by the successful Proponent could include descriptive narratives, tables, plans, illustrations, photorealistic renderings, animated fly-throughs, 3D printing, and so forth.
- (f) **First Nations Engagement:** Engagement with First Nations is another essential component of this project as the Arbutus Greenway is located on unceded territory of the Musqueam, Squamish and Tsleil-Waututh Nations. The successful Proponent will be expected to support the APT in their discussions with First Nations in terms of how they wish to participate in the design process and the extent to which the greenway designs reflect their interests.
- (g) **Sustainability:** The City has set a goal to become the greenest city in the world by 2020, and has adopted several policies (e.g. Greenest City Action Plan, Healthy City Strategy, Urban Forest Strategy, Biodiversity Strategy) that support this goal. To meet this goal the Proponent is expected to consider how the design for the greenway can:

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- (i) Contribute to healthy and socially-connected communities
- (ii) Encourage active living for people of all ages and abilities
- (iii) Support the City's ongoing economic well-being
- (iv) Incorporate ecologically rich landscapes that provide habitat for flora and fauna, while remaining highly livable urban spaces
- (v) Support the healthy development of the urban forest
- (vi) Embed Eco-revelatory Design principles such that the users of the greenway may experience, learn about, and appreciate ecological processes
- (vii) Enable social engagement and multigenerational interaction
- (viii) Use and/or generate innovative design approaches and progressive technologies that are sustainable and operationally feasible
- (ix) Manage rainwater on site by maximizing green and permeable surfaces
- (x) Mitigate the urban heat island effect
- (xi) Anticipate sustainable construction, maintenance and operations practices
- (xii) Utilize Dark Sky, energy-efficient and innovative lighting approached and practices

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**9.0 SCOPE SUMMARY**

- 9.1 This scope for the Arbutus Greenway Project involves a two-stage planning and design process that will conclude with a Master Plan illustrating how the greenway will be developed throughout the study area (including the North and South planning areas and adjacent City lands, as noted). Council will review this plan and determine if it should proceed on to detailed design and, ultimately, implementation.
- 9.2 Stage One - Conceptual Design: shall analyse the existing context and base information, develop and assess a broad range of preliminary design possibilities, including design options for some locations, and work towards a preferred concept that illustrates an overall design direction and philosophy for the greenway. A key element of Stage One will be the development of design criteria and initial requirements for a streetcar alignment.
- 9.3 Stage Two - Master Plan Development: shall refine the conceptual design, and ultimately conclude with an illustrative plan and associated written description as to how the greenway is to be developed. The master plan is intended to be scalable and potentially phased, and consider different scales of construction that are responsive to potentially incremental funding commitments. It will also include illustration of a preferred streetcar alignment, conceptual station locations, and other related infrastructure. This master plan will be presented to Council for their consideration.
- 9.4 The following sections highlight the anticipated tasks that will be necessary for the development of a comprehensive master plan for the greenway. Key deliverables and the anticipated due date for each are summarized in a table in the subsequent section of the RFP.
- 9.5 The scope includes project support tasks that will span the design process and may take place during either or both stages of the assignment. These include: project management support and communications/public engagement support.
- 9.6 One (1) provision item and two (2) optional scope items are included in this RFP.
- 9.7 The City anticipates the scope, excluding those listed in Section 9.6 above, requires between ten thousand (10,000) and twelve thousand (12,000) hours to be completed.

**10.0 DESIGN STAGE ONE - CONCEPTUAL DESIGN**

- 10.1 The successful Proponent will work closely and iteratively with City staff towards a conceptual plan that illustrates the vision and values for the greenway based on a thorough analytical and planning exercise, as well as a potential intensive design workshop.
- 10.2 Design stage one shall include the following planning and analysis exercises:
- (a) Develop base maps for the study area at various scales.
  - (b) Conduct an analysis of the corridors' existing biophysical, cultural, historic, transportation, and land use context and resources and depict this analysis graphically.
  - (c) Conduct an analysis of the various park interface conditions (including lands set aside for future park use) along the corridor to identify opportunities for improving park connectivity that mutually benefit both park spaces and the greenway and depict this analysis graphically.

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- (d) Conduct an analysis of the condition of the corridor's existing trees by an ISA Certified Arborist.
  - (e) Conduct an analysis of the corridor's existing physical infrastructure and depict this analysis graphically.
  - (f) Review and supplement the City's precedent review and analysis of exemplary greenway projects from around the world, complete with an assessment of what is transferable to the Arbutus Greenway and why.
  - (g) Identify toolkit of strategies to provide universal accessibility within the corridor.
  - (h) Undertake a streetcar study to assess alignment options and space requirements along and adjacent to the corridor, and determine the extent to which space in the greenway corridor should be set aside for the future streetcar. This work will include:
    - (i) Preparing streetcar design criteria (e.g., operating envelope, minimum curve radius, maximum grades, minimum station dimensions, etc.);
    - (ii) investigating alignment options, potential station stops, servicing requirements (e.g., general catenary line and pole locations, signals, utility integration);
    - (iii) identifying general operational requirements (including operating/maintenance facility needs);
    - (iv) identifying high-level land use implications and synergies for a streetcar.
  - (i) preparing a Class D estimate (as defined by APEG BC)
  - (j) Based on third-party geotechnical assessment (managed separately by APT), prepare preliminary designs for retaining walls, including any anchoring or underpinning that may be anticipated to facilitate construction.
  - (k) Prepare a high-level Multiple Account Evaluation (MAE) framework against which design proposals can be assessed. A suite of MAE accounts, up to ten (10), across a range of criteria (e.g. financial, economic development, transportation, community well-being, public realm, environment, deliverability, alignment with public input on vision and values) will be developed in consultation with the City.
  - (l) Evaluate road rights-of-way and park land adjacent to the corridor to identify possible synergies between the greenway and the adjacent lands.
  - (m) Undertake a Stage Two (2) Environmental Site Assessment of the corridor.
- 10.3 Design stage one shall include the schematic concepts that comprise of the following elements:
- (a) Use 2-D and 3-D illustrative tools (manual and/or digital) to develop up to five (5) normative schematic concepts that could be applied to large segments of the greenway and include walking and cycling pathways and streetcar alignments, within the corridor and with strategic connections beyond the corridor.

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- (b) Develop up to three (3) schematic concepts for major public spaces in two (2) locations (Broadway and Arbutus, and Kerrisdale) and for minor public spaces at intersections with major roads (e.g. Burrard St, W 12<sup>th</sup> Ave, W 16<sup>th</sup> Ave, W King Edward Ave, W. 33<sup>rd</sup> Ave, W 49<sup>th</sup> Ave, W 57<sup>th</sup> Ave, and SW Marine Dr.).
- (c) Develop up to two (2) schematic concepts for crossings for all greenway/road intersections, including schematic traffic control strategies, and assess potential grade separation strategies for major streets such as W 41<sup>st</sup> Ave.
- (d) Identify schematic accessible walking and cycling connections between the greenway and adjacent streets, neighbourhoods and parks (existing and planned).
- (e) Develop up to three (3) schematic park interface concept options for each of the seven (7) abutting parks, illustrating how the corridor adapts and changes at each park interface and how park connectivity and interface are achieved.
- (f) Assess and develop schematic extensions of the greenway to connect to the False Creek Seawall and Granville Island, proposed Granville Bridge greenway, Fraser River, and Fraser River Trail greenway in the North and South Planning Areas.
- (g) Identify the locations and approach to incorporating sustainability features including urban forest, biodiversity, and green infrastructure.
- (h) Develop a suite of 'iconic' features and elements (e.g. lighting, landscape furniture, public washrooms, wayfinding signage) that will help to distinguish the greenway.
- (i) Assess schematic concepts using high-level Multiple Account Evaluation criteria
- (j) Identify high-level design and engineering implications for each schematic concept
- (k) Assess impacts of schematic concepts on existing City and private utilities (e.g., City Water/Sewers, BC Hydro Transmission and Distribution lines)
- (l) Assess opportunities to implement the City's Integrated Rainwater Management Plan (IRMP) into the greenway's pathways, public spaces and future streetcar line. The Proponent is expected to demonstrate their familiarity with the IRMP as part of the response to this RFP.
- (m) Prepare Class D cost estimates (as defined by APEGBC) for schematic concepts, exclusive of future streetcar implementation
- (n) Work with City staff to determine the range of schematic concepts to be advanced for discussions at a two and a half (2½) day design workshop/charrette
- (o) Conduct a multi-day design workshop/charrette (Optional Item 1 below)
- (p) Prepare a preliminary public art plan (Optional Item 2 below)

10.4 Design stage one shall include preparation of a preferred concept including the following:

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- (a) Work with City staff to synthesize feedback on the schematic concepts and develop a preferred concept based on that feedback and corridor analysis
  - (b) Use 2-D, 3-D and 3-D Video Animation illustrative tools to help explore and communicate an overall preferred concept for the greenway, including:
  - (c) Pathway and future streetcar alignments
  - (d) Pathway profiles and cross-sections
  - (e) Public spaces
  - (f) Street crossings
  - (g) Landscape architectural concept plans
  - (h) Refine preferred concepts for Arbutus Greenway connectivity to existing and planned greenway facilities in the North and South Planning Areas
  - (i) Refine opportunities to integrate the City's Rainwater Management Plan and develop a conceptual drainage strategy and rainwater management plan for the greenway's pathways, public spaces and future streetcar
  - (j) Assess preferred concept using Multiple Account Evaluation criteria
  - (k) Develop preliminary wayfinding signage and interpretive signage to indicate important historical locations and uses
  - (l) Prepare a Class C cost estimate (as defined by the APEG BC) of the preferred concept, exclusive of future streetcar implementation
  - (m) Prepare a preliminary construction schedule for the preferred concept
  - (n) Refine public art plan (Optional Item 2 below)
- 10.5 For design stage one, the successful Proponent shall participate in the following meetings:
- (a) Weekly project meetings with staff to discuss and assess design ideas, issues, and the project's progress (biweekly project meetings to take place in person)
  - (b) Up to three (3) days of a design workshop/charrette
  - (c) Up to five (5) meetings with the public (preferred concept)
  - (d) Up to three (3) City Steering Committee Meetings
  - (e) Up to six (6) meetings with stakeholders (preferred concept)
  - (f) Up to six (6) meetings with partners (preferred concept)
- 10.6 The successful Proponent is expected to provide the following deliverables for each of the schematic and preferred concepts:
- (a) Illustrative plan views for the overall greenway at scale(s) appropriate for staff and non-technical stakeholder and public engagement



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- (b) Illustrative plans describing the character of distinct components of the greenway
- (c) Typical cross-sections illustrating scale, grade changes and program
- (d) Axonometric and eye-level sketches (medium level of detail) of at least eight (8) viewpoints along the greenway for each schematic and concept plan
- (e) 3-D video animation of key sections of the preferred concept
- (f) Diagrams describing the composition and framework unique to each schematic and conceptual plan
- (g) Diagrams and sketches that explain the future streetcar line and its components
- (h) Conceptual signal control analysis and design
- (i) Conceptual utility servicing plans for greenway facilities, such as water fountains and washrooms
- (j) Preliminary retaining wall designs for key parts of the greenway
- (k) Electronic copies of drawings and the Class C and D cost estimates (as defined by the APEG BC) in the original format in which they were created
- (l) Microsoft Project schedule for construction of the preferred concept

10.7 All drawings must be done in the metric system.

#### **11.0 DESIGN STAGE TWO - MASTER PLAN DEVELOPMENT**

11.1 The Consulting Team will refine the approved preferred concept and develop a greenway Master Plan for Council consideration in May 2018. Delivery of the draft Master Plan on a timely basis will be critical in meeting this milestone. This comprehensive plan is expected to clearly illustrate how the development of the greenway will proceed, potentially in phases, and will enable preparation of detailed engineering and landscaping design subsequent to Council approval.

11.2 The Master Plan Stage is expected to include the following design services:

- (a) Work with staff to synthesize the feedback received and develop a final Master Plan for the greenway
- (b) Use 2-D, 3-D and Video Animation illustrative tools to work with staff to refine the preferred concept into a master plan with a range of design elements and features, including walking and cycling pathways, a streetcar alignment, various public spaces programmed to varying degrees, natural areas, and park interfaces
- (c) Refine and finalise sustainability features
- (d) Refine wayfinding and interpretive signage strategies
- (e) Identify and provide assessment on design and engineering implications for the proposed greenway elements and features

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- (f) Provide preferred designs for greenway extensions to existing and planned greenway facilities in the North and South Planning Areas
- (g) Finalise planting strategies for the greenway. It is expected that the successful Proponent will identify and provide commentary on any challenges related to implementation and future maintenance of planted areas.
- (h) Finalise public art plan (Optional Item 2 below)
- (i) Consider ongoing maintenance requirements for various surface materials when developing a typical greenway cross-section
- (j) Finalise rainwater management strategies for the greenway that identify options for infiltration, treatment and conveyance. It is expected that the successful Proponent will identify and provide commentary on any challenges related to implementation and future maintenance of the rainwater management plan.
- (k) Prepare Class C cost estimates (as defined by APEG BC) for the master plan, exclusive of future streetcar implementation
- (l) Prepare a refined MS Project schedule for construction of the master plan
- (m) Prepare an Arbutus Greenway Master Plan report in bound, tabloid format that uses both text and illustrations to thoroughly explain the project's background analysis, planning and design process and methodology, other exemplary greenways and design inspirations, and the key findings from the schematic, conceptual and master plan stages
- (n) Identify and provide commentary on any risks and challenges related to implementing, operating and maintaining the Arbutus Greenway Master Plan
- (o) Assist the APT with preparation of Council report and presentation

11.3 Master Plan drawings are expected to illustrate:

- (a) Location and layout of pathways, future streetcar alignment and preliminary station locations, public spaces, structures, retaining walls, and amenities
- (b) Typical greenway cross-sections and surface materials
- (c) Landscape facilities and furniture, such as:
  - (i) public art (proposed locations)
  - (ii) washrooms
  - (iii) seating and tables
  - (iv) bike parking and repair stations
  - (v) water fountains and features
  - (vi) play/fitness equipment
  - (vii) interpretive features

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- (viii) weather protection
  - (ix) community gardens
  - (x) integrated commercial activity (patios)
  - (xi) dog spaces
- (d) Clear design directions for major and minor public spaces.
  - (e) Street crossing features including signals and signage, as well as any geometric modifications (e.g., street closures, raised crossings, etc.).
  - (f) Location, preliminary design (including any anchors or underpinning that may be anticipated to facilitate construction) and general dimensions for retaining walls.
  - (g) Lighting types and locations (Dark Sky compliant).
  - (h) Planting design strategies and vegetation types and locations, including trees, along the entire greenway.
  - (i) Drainage designs and proposed green infrastructure elements including rain gardens, bio-swales and subsurface infiltration and/or detention zones.
  - (j) Circulation control structures associated with intersections and the future streetcar including fences, walls, gates, etc.
  - (k) Connections and linkages to parks, schools, neighborhoods, businesses, transit, and existing and planned greenway facilities in the North and South Planning Areas.
  - (l) Overall greenway wayfinding and interpretive strategy.
- 11.4 For design stage two, the successful Proponent shall participate in the following meetings:
- (a) Weekly project meetings with staff to discuss and assess design ideas, issues, and the project's progress (biweekly project meetings to take place in person).
  - (b) Design meetings to discuss ideas, concepts, and issues.
  - (c) Up to two (2) City Steering Committee Meetings.
  - (d) Up to three (3) meetings with the public.
  - (e) Up to four (4) meetings with stakeholders.
  - (f) Up to three (3) meetings with partners.
- 11.5 The successful Proponent is expected to provide the following deliverables for the master plan:
- (a) Illustrative plan views of the overall greenway at scale(s) appropriate for staff and non-technical stakeholder and public engagement.
  - (b) Illustrative plans describing the character of distinct components of the greenway.
  - (c) Typical cross-sections illustrating scale, materiality, grade changes and program.

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- (d) Axonometric and eye-level sketches (medium level of detail) of at least 10 viewpoints along the greenway for the Master Plan.
- (e) 3-D modelling illustrating the distinct components of the greenway.
- (f) 3-D video animation of the entire Greenway Master Plan.
- (g) Diagrams describing the composition and framework of the Master Plan.
- (h) Preliminary geometric designs for street crossings.
- (i) Preliminary geometric designs for greenway extensions to connect with existing and planned greenway facilities in the North and South Planning Areas.
- (j) Proposed signal control analysis and design for all signalized intersections along the greenway and its extensions.
- (k) Preliminary utility servicing designs for greenway features such as water fountains and washrooms.
- (l) Preferred suite of greenway landscape furniture.
- (m) Electronic copies of drawings and the Class C cost estimate in the original format in which they were created.
- (n) MS Project schedule for construction of the Master Plan.
- (o) Written and illustrated Arbutus Greenway Master Plan report (tabloid format) in hard (10 bound copies) and soft copy formats.

11.6 All drawings must be prepared using metric units.

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**12.0 PROJECT SUPPORT SERVICES**

- 12.1 There are several tasks that will span the entire assignment and that will require support from the successful Proponent. These are viewed as discrete yet complementary to the overall design process, but are separated out here for clarity.
- 12.2 Project Management: The Project Team shall include a project technologist to work closely with the Arbutus Project Team and provide the following services:
- (a) Compile and submit weekly email project status updates (template to be provided)
  - (b) Compile and submit monthly financial summaries (template to be provided)
  - (c) Compile and submit monthly progress reports (Gantt chart format)
  - (d) Support in completing other City required project documentation such as the Project Execution Plan.
  - (e) Ensure the compilation and appropriate filing of documentation for the design assignment to support possible Envision certification for the detailed design
- 12.3 Community Engagement Support: Community engagement support is to be included in the Proponent's response to this RFP. The City will lead engagement planning efforts, and the successful Proponent's team will be required to link in and provide support to this process. This could include, but is not necessarily limited to, the following tasks:
- (a) Modify, as necessary, 2-D and 3-D illustrative representations (e.g. plans, drawings, renderings and other visual assets) prepared as part of the work plan in Sections 10 and 11 for meetings with non-technical audiences
  - (b) Provide precedents, including photos and written content, to help illustrate proposed designs
  - (c) Provide written content for information boards, website and other public-facing informational materials (note: City responsible for copy-editing and graphic design)
  - (d) Develop FAQ responses for non-technical audience
  - (e) Provide draft email responses to technical questions from general public and stakeholders
  - (f) Prepare presentation(s) for stakeholder workshops and advisory committee meetings
  - (g) Participate as subject matter experts at public and stakeholder engagement events.

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**13.0 PROVISIONAL WORK: TRANSPORTATION PLANNING**

13.1 The project team anticipates that various transportation analyses will become necessary as the project proceeds and a preferred concept is identified. Transportation planning services would be undertaken as discrete packages of work with specified geographic extents and deliverables. In most cases, we anticipate that the Proponent would be engaged to prepare a thorough transportation analysis and to identify potential impacts of various greenway design options. Because these tasks and deliverables are currently undefined, the City has set aside provisional funding in the amount of \$150,000 to be applied to transportation planning services. Proponents' submissions must provide the hourly rates of key personnel who would be undertaking transportation planning activities. This provisional funds would include additional meetings and deliverables beyond those previously outlined as part of the two-stage design process. Examples of transportation planning studies that may arise through the design process include:

- (a) Northern planning area - review of various options and transportation impacts for greenway and streetcar connectivity to the South False Creek Seawall, Granville Island, Granville Bridge, and other active transportation corridors
- (b) Southern planning area - review of various options and transportation impacts for greenway and streetcar connectivity to the Fraser River, Arthur Laing Bridge, and planned/potential greenways and streetcar routes
- (c) W 41st Ave intersection - review of design options and transportation impacts for various intersection and corridor designs through this constrained and busy intersection, including potential grade separation options
- (d) Streetcar study integration - liaise with City-wide streetcar consultant and ensure compatibility of City-wide study with Arbutus Greenway concept
- (e) Data collection - collect or identify needs for traffic counts and other data to support a robust analysis of transportation characteristics in the corridor and to enable operational planning and design Assess opportunities for traffic calming (including possible street closures) at or near local street crossings of the greenway, particularly at intersecting bikeways and greenways, to reduce conflicts between road and greenway users

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**14.0 OPTIONAL WORK: DESIGN WORKSHOP/CHARRETTE**

- 14.1 Design workshops/charrettes are typically a multi-day, collaborative, interdisciplinary process, featuring a series of feedback loops. The International Association of Public Participation (IAP2) describes them as, “an intensive workshop at which decision-makers present baseline information to participants, learn from others’ perspectives, grapple with alternatives, weigh choices, set priorities and reach conclusions.” For more information, Proponents may wish to refer to The Charrette Handbook by the National Charrette Institute.
- 14.2 The Proponent should include a fee for planning, delivering and reporting out on a multi-day design workshop process within its proposal. The design workshop is expected to occur over the course of two and a half (2 ½) days and involve approximately sixty (60) to eighty (80) participants. The services are expected to include, but not necessarily be limited to, the following tasks:
- (a) Collaborate with City on high-level engagement plan for [design phase];
  - (b) Provide education and training for all participating City staff;
  - (c) Develop design workshop/charrette schedule in table format, indicating events, stakeholder meetings, open house hours, production targets and staffing;
  - (d) Assist with logistical requirements and prepare agendas for all meetings held during the event;
  - (e) Prepare draft informational materials for City review and sign-off;
  - (f) Finalize information materials, including revisions based on input from the City;
  - (g) Conduct a multi-day design workshop/charrette with the following elements:
  - (h) Opening public meeting;
  - (i) Stakeholder review meeting(s);
  - (j) Public meeting(s) or open house(s) in each of the three evenings;
  - (k) Preferred plan synthesis; and
  - (l) Plan development and refinement;
  - (m) Wrap-up public event.
  - (n) Produce a draft report describing project, process and public input;
  - (o) Prepare a final report, including revisions requested by the City; and
  - (p) Support City communications, including development of content for the project website, e-newsletter, and FAQ.
- 14.3 City staff will responsible for identifying stakeholders, notifying stakeholders and members of the public, promoting the event, participating in the design workshop process, and providing guidance at key decision points.

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- 14.4 At minimum, proposals should include:
- (a) A description of the type and level of support the successful proponent will require from the City, such as staff support;
  - (b) Expertise of the team, including relevant experience and any specialized training;
  - (c) Examples of comparable processes completed in the past three years;
  - (d) Estimated budget based on the scope of services and the proposed approach for aspects of work relating to the design workshop, detailing the time and budget allotted to each consultant and sub-consultant by task.

14.5 The preparation and delivery of a design workshop/charrette is an optional service within this RFP and therefore should be listed in the overall fee proposal as an optional item.

**15.0 OPTIONAL WORK: PUBLIC ART**

15.1 The City of Vancouver Public Art Program commissions a range of public art that encompasses the diversity, values, and poetry of place that collectively define Vancouver. Through new civic and private sector commissions, the Public Art Program supports excellence in art making by emerging and established artists, in new and traditional media. The City's expectation is that public art becomes an integral component within public landscapes throughout the City, including the Arbutus Greenway. To that end the City's Public Art Program will oversee the preparation of the 'Arbutus Greenway Public Art Plan' in conjunction with the Arbutus Greenway's Project Manager (APM). It is expected that the Arbutus Greenway Public Art Plan will identify opportunities for public art along the greenway.

15.2 To support the delivery of the Arbutus Greenway Public Art Plan the Proponent is expected to include a subconsultant on their team with significant experience developing public art plans, as well as experience working within multidisciplinary consulting teams to seamlessly integrate public art within park and open space master plans. The successful Proponent's Public Art Subconsultant will work with the City's Public Art Program Lead and the APM to:

- (a) Identify a conceptual approach to public art and a range of opportunities for public art along the greenway, public art budgets, potential partnerships and funding sources, timelines, and commissioning processes
- (b) Work collaboratively with the City and the Proponent teams to ensure opportunities and potential sites for public art are informing and being integrated into the greenway's overall planning and design process
- (c) Ensure public art opportunities are integrated into design drawings as well as the final master plan, recognizing that some opportunities may have sites to be determined at later dates
- (d) Provide a clearly written rationale for the public art conceptual approach and opportunities that can be incorporated into the engagement process
- (e) Prepare a preliminary written draft of the public art plan for the Arbutus Greenway for review by the City. The written plan should follow the format of the final Arbutus Greenway Master Plan
- (f) Prepare the final Public Art Plan, incorporating City comments, for approval by the Public Art Program Lead



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- 15.3 The Public Art subconsultant will be expected to meet with the Public Art Program Lead and the APM, as well as the successful Proponent's project manager, on a regular basis and as part of the overall project planning process to ensure the public art objectives for the Arbutus Greenway are being fully integrated into the planning and design process.
- 15.4 The City has allocated a limit of \$50,000 for the preparation of the Arbutus Greenway Public Art Plan. As part of their response to this RFP the Proponent is expected to include a comprehensive work plan that clearly describes how the Arbutus Greenway Public Art Plan will be prepared including a breakdown of the personnel involved, their roles and responsibilities, proposed methodology, and hours and fees.
- 15.5 Note: The preparation of the Arbutus Greenway Public Art Plan is an optional service within this RFP and therefore should be listed in the overall fee proposal as an optional item.

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**16.0 DELIVERABLES**

Key Deliverable	Anticipated Due Date
Quality Management Plan	May 26 <sup>th</sup> , 2017
Draft Streetcar study	September 8 <sup>th</sup> , 2017
Analysis & mapping	September 8 <sup>th</sup> , 2017
Schematic Concepts: <ul style="list-style-type: none"> <li>• Alignment options (pathways, streetcar)</li> <li>• Public spaces</li> <li>• Intersection crossings</li> <li>• Park interfaces</li> <li>• Class D cost estimates</li> </ul>	September 8 <sup>th</sup> , 2017
Design Workshop/Charrette (optional work)	October 27-29 <sup>th</sup> , 2017 (to be confirmed)
Preliminary public art plan (optional work)	October 20 <sup>th</sup> , 2017
Preferred Concept: <ul style="list-style-type: none"> <li>• Alignments (pathways, streetcar)</li> <li>• Cross-sections (pathways, streetcar)</li> <li>• Axonometric/eye level viewpoints (8)</li> <li>• Public spaces</li> <li>• Intersection crossings</li> <li>• Park interfaces</li> <li>• Utility/servicing plans</li> <li>• Retaining walls</li> <li>• 3-D visualization/animation</li> <li>• Class C cost estimates</li> <li>• Preliminary construction schedule</li> <li>• Public art</li> </ul>	December 22 <sup>nd</sup> , 2017
Public Engagement Begins	February 15 <sup>th</sup> , 2018 (to be confirmed)
Draft Master Plan: <ul style="list-style-type: none"> <li>• Alignments (pathways, streetcar)</li> <li>• Cross-sections (pathways, streetcar)</li> <li>• Axonometric/eye level viewpoints (10)</li> <li>• Public spaces</li> <li>• Intersection crossings</li> <li>• Park interfaces</li> <li>• Utility/servicing plans</li> <li>• Drainage/rainwater management plan</li> <li>• Retaining walls</li> <li>• 3-D visualization/animation</li> <li>• Class C cost estimates</li> <li>• Refined construction schedule</li> <li>• Wayfinding/interpretive signage strategy</li> </ul>	April 9 <sup>th</sup> 2018

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<b>Key Deliverable</b>	<b>Anticipated Due Date</b>
<ul style="list-style-type: none"><li>• Public art plan</li><li>• Suite of preferred corridor furnishings</li><li>• Draft written report</li></ul>	
Final Draft Public Art Plan (optional work)	March 23 <sup>rd</sup> , 2018
Final Master Plan Report	May 11 <sup>th</sup> 2018

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**17.0 DESIGN METHODOLOGY AND WORKPLAN**

- 17.1 The Proponent must provide a clear description of how they propose to undertake the work described in this RFP including sequencing and scheduling, allocation of staff per task, team organization and project management to enable the evaluation committee to clearly understand the methods the Proponent intends to use in the delivery of this Project. The Proponent should include a work plan matrix within which they:
- (a) Provide a detailed work flow and schedule of deliverables
  - (b) Identify and describe the job function for each person and each discipline
  - (c) Provide time estimates by work activity and in total, including hourly rates for each team member
  - (d) Provide sum totals for each person's total labour cost and hours at the bottom of the matrix
  - (e) Summarize labour costs for each task and allowable disbursements
- 17.2 The work plan matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.
- 17.3 The Proponent will also describe their approach to monitoring progress and ensuring completion of the tasks within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues. All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- 17.4 **Project Kickoff Meeting:** Upon contract award, the Proponent will be required to convene and conduct a two-hour kickoff meeting to introduce team members, confirm initial project activities and discuss how the Proponent will deliver the General Requirements, including submission of key project and quality management documents. The meeting will be located at City offices in the vicinity of Broadway-City Hall Canada Line station. Meeting minutes are to be taken by the Proponent and distributed to the APM within seventy-two (72) hours.
- 17.5 The Proponent shall undertake and facilitate an offsite half-day team building workshop with the Proponent's team members and the APT in order to develop a shared understanding of the vision and goals to deliver the design.
- 17.6 **Ongoing Project Management Meetings:** The Proponent is to assume that a two (2) hour Project check-in meeting with the APM, and other City staff as required, will be occurring on a weekly basis. It is expected that the Proponent will be preparing/distributing an agenda at least forty-eight (48) hours in advance of each meeting and will be responsible for taking meeting minutes and having them distributed to the APM within seventy-two (72) hours following each meeting.
- 17.7 **City Reviews:** For key assignment deliverables, such as conceptual design drawings and reports, the Proponent shall assume a review period by City staff of up to three (3) weeks. The successful Proponent will be required to collate and log all comments from reviewers, and document how comments are resolved in subsequent submissions.
- 17.8 **Quality Management:** It is expected that the Proponent will develop and submit a design quality management plan for City review and acceptance at the outset of the assignment. The

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QM plan will outline how the project manager and design professionals will successfully manage quality assurance throughout the design process. Key topics should include, for example: documentation protocols, review and approval of design drawings and reports, field reviews, and supervision of junior staff.

**18.0 OUT OF SCOPE**

18.1 The following items are not included in the scope of this assignment:

- (a) Topographic and Legal surveys of the corridor (by the City).
- (b) Geotechnical testing and assessment.
- (c) Hazardous/contaminated materials assessment (by City's Environmental Services group).
- (d) Archaeology assessment.
- (e) Heritage assessment.
- (f) Detailed design, the preparation of tender and construction documents, and construction administration. The successful Proponent is not excluded from the opportunity to bid on any future work associated with the Arbutus Greenway Project.

**19.0 BACKGROUND REFERENCE MATERIAL**

19.1 The following is a list of background reference material that may be useful to the Proponent.

- (a) 2017 Arbutus Greenway Precedent Research Study
- (b) 2017 Arbutus Corridor Archaeological Monitoring Report
- (c) 2016 City of Vancouver Integrated Rainwater Management Strategy Volume 1
- (d) 2016 City of Vancouver Integrated Rainwater Management Strategy Volume 2
- (e) 2016 City of Vancouver Greenest City 2020 Action Plan Part Two: 2015-2020
- (f) 2016 Vancouver Board of Parks and Recreation Biodiversity Strategy
- (g) 2016 Arbutus Corridor Invasive Species Management Plan
- (h) 2015 City of Vancouver Marpole Historic Context Statement
- (i) 2015 Vancouver Bird Strategy
- (j) 2014 City of Vancouver Marpole Community Plan
- (k) 2014 Vancouver Board of Parks and Recreation Urban Forest Strategy
- (l) 2014 Vancouver Board of Parks and Recreation Rewilding Vancouver
- (m) 2013 City of Vancouver Food Strategy
- (n) 2012 City of Vancouver Transportation 2040
- (o) 2012 City of Vancouver Climate Change Adaptation Strategy
- (p) 2009 BC Ministry of Tourism, Culture and the Arts 'Marpole Midden Management Plan'
- (q) 1995 City of Vancouver Greenways Plan
- (r) Greenest City 2020 Action Plan

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- (s) Greenest City 2020 Action Plan Part Two: 2015-2020
- (t) Vancouver Healthy City Strategy Phase 1: 2014-2025
- (u) Vancouver Healthy City Strategy Phase 2 Action Plan: 2015-2018

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**PART C - FORM OF PROPOSAL**

RFP No. PS20170292, Consulting Service for Arbutus Greenway Project (the "RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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**APPENDICES**

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1     Legal Terms and Conditions of RFP
- APPENDIX 2     Proposal Outline
- APPENDIX 3     Commercial Proposal
- APPENDIX 4     Proponents References
- APPENDIX 5     Certificate of Existing Insurance
- APPENDIX 6     Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7     Corporate Sustainability Leadership Questionnaire
- APPENDIX 8     Personal Information Consent Form(s)
- APPENDIX 9     Sub-Consultants
- APPENDIX 10    Proposed Amendments to Form of Agreement
- APPENDIX 11    Proof of WorkSafeBC Registration
- APPENDIX 12    Conflicts; Collusion; Lobbying



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

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

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

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20170292, as amended from time to time and including all addenda.

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

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

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

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

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hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

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

**5.4 Acceptance or Rejection of Proposals**

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

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

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

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

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- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

#### **6.2 Indemnity by the Proponent**

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

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

#### **6.3 Limitation of City Liability**

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

### **7 DISPUTE RESOLUTION**

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

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

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**8 PROTECTION AND OWNERSHIP OF INFORMATION**

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

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

**8.2 Proponent's Submission Confidential**

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

**8.3 All City Information Confidential**

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

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

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

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

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

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

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

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

**9.4 Declaration as to Lobbying**

The Proponent confirms and warrants that:

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

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

**10 GENERAL**

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

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11 INDEPENDENT LEGAL ADVICE

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

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**APPENDIX 2  
PROPOSAL OUTLINE**

Proposals must include, at minimum, the following sections. Each section must be limited to the number of pages noted, as any pages in excess of these limits may not be considered by the proposal evaluation team. Additional materials, such as project information sheets and CVs may be appended to the proposal.

**A. Executive Summary (1/2 page)**

Provide a brief executive summary of your Proposal.

**B. Proponent Overview (1 page)**

Provide a description of the Proponent's company, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**C. Key Personnel (2 pages)**

Identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional page under this header, CVs and a complete organization chart, which demonstrates sufficient resourcing, design quality oversight and project coordination to achieve the project milestones, identifying all roles and areas of responsibility.

**D. Work Plan for the General Requirements (10 pages)**

Detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the General Requirements as appropriate.

**E. Project Schedule (2 pages)**

Briefly describe what steps and approaches will be taken to meet the project deliverables and timelines as stated in Part B.

Please submit an outline schedule in Gantt-chart form, detailing the critical path and including relevant project phases, key deliverables, client approval hold-points, and key milestones.

**F. Risks (1 page)**

Describe five (5) high-level risks that may impact the project and identify, with suitable examples, the potential mitigation measures to manage these risks.

**G. Quality (1 page)**

The City is the first municipality in the Province to receive Organizational Quality Management (OQM) certification from the Association of Professional Engineers and Geoscientists of British Columbia (APEGBC). The OQM program was developed by APEGBC to improve the quality management of professional engineering and geoscience practices at the individual and

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organizational level. The project will be following OQM protocols throughout the development of the master plan.

If the Proponent has adopted a formalized quality management system (QMS) in place, please describe the system(s) with the relevant certifications and comment on their effectiveness in improving and maintaining quality.

If the Proponent is not currently certified, please identify what certification(s) is being pursued, if any. In the absence of a certified QMS, please explain how the Proponent ensures design quality?

**H. Public Spaces (3 pages)**

The Arbutus Greenway represents a unique opportunity to transform a former rail corridor into an exceptional public space. Please provide up to three (3) implemented examples of projects led by the Proponent that incorporated public open spaces and trails, with integrated plazas and public gathering areas, in tightly confined spaces. Briefly describe the projects key design principles or objectives and how they were successfully reflected in the final design.

**I. Multi-disciplinary Teams (2 pages)**

Demonstrate resource capacity and flexibility to respond to a changing programme. Briefly identify up to three (3) projects for which the Proponent has successfully managed multi-disciplinary and/or integrated design teams. Describe potential challenges working within a multi-disciplinary and/or integrated design team and how they would be effectively managed by the Proponent.

**J. Streetcar Experience (3 pages)**

Please provide up to three (3) specific examples of the Proponents' recent experience in successfully planning, designing, and/or implementing at-grade streetcar facilities in a constrained urban setting. For each example, please identify at what stage(s) of the project the Proponent was involved and the challenges, if any, that were encountered.

**K. Green Infrastructure & Sustainability (2 pages)**

The City's Greenest City 2020 Action Plan is an ambitious and measurable plan to become the world's greenest city and strive to stay on the leading edge of urban sustainability.

Please provide demonstrable examples of the Proponents' commitment to sustainable design practices with specific discussion as to what those practices are and why they were used.

Please provide up to three (3) examples of where the Proponent successfully led the design and implementation of green infrastructure strategies (e.g., porous paving, bio swales, rain gardens, green walls, etc.) to manage rainwater. Include a discussion as to how the strategies enhanced the area's biological diversity and how, if at all, the work was communicated to the public.

**L. Internal Stakeholders (1 page)**

Please provide up to three (3) examples where the Proponent worked with internal stakeholders of a large client organization to create a shared sense of direction. What tools, strategies or processes were used to manage expectations and feedback? Were there any unique challenges or risks? If so, how were these mitigated? How did internal, cross-departmental input influence the end product?

**M. First Nations (1 page)**



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The City is a designated City of Reconciliation based on a framework adopted by Council in June 2014. The long-term goals are to strengthen local First Nations and urban aboriginal relations, promote aboriginal people's arts, culture, awareness, and understanding, and to incorporate First Nations and urban aboriginal perspectives for effective City services

Please provide up to three (3) examples of specific projects in which the Proponent has directly engaged with First Nations and briefly explain how the First Nations were involved and how their input was incorporated in the design process.

**N. Public Engagement (3 pages)**

Please describe up to three (3) projects in which the Proponent has delivered or participated in a design-based public engagement process for a complex urban project. Describe the engagement methodologies and outcomes, clearly stating the Proponents' role in the process and noting any external supports (e.g. subcontracted facilitators). For these examples, identify any unique challenges or risks and how they were mitigated. How did you actively incorporate public input into the design process? How did engagement influence the end product?

Please detail any specialized training in engagement planning and implementation that the Proponent possesses.

**O. Universal Design (1 page)**

The City is committed to delivering the highest level of accessible and barrier-free public environments possible. Please provide up to three (3) specific examples of successful projects that the Proponent has led with linear multi-functional public spaces that followed some, if not all, seven (7) principles of Universal Design.

**P. Innovative and/or Alternative Approaches (1 page)**

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or alternative approaches to the General Requirements and may consider value-creating Proposals that derogate from the General Requirements. In the space below, note any proposed innovative and/or alternative approaches to meeting the General Requirements.

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**APPENDIX 3  
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the spreadsheet incorporated by reference to this RFP.

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

The Proponent must submit this Appendix 3 - Commercial Proposal in a separate sealed envelope.

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**APPENDIX 4  
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below. You may attach a separate page if required.

<b>Client Name # 1</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	

<b>Client Name # 2</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	

<b>Client Name # 3</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	

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**APPENDIX 5  
CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

Please use the form on the next page.



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

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

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

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

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

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

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

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

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

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**APPENDIX 6  
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

**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 authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized 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: \_\_\_\_\_

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**APPENDIX 7  
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

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 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 Annex 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.**

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

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**SECTION 1: ENVIRONMENTAL IMPACT**

*This section of the leadership questionnaire addresses the following:*

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

- Yes                       No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

\_\_\_\_\_

2. Does your company measure its greenhouse gas (GHG) emissions?

- Yes                       No

If yes, state total annual GHG emissions (tCO<sub>2</sub>e): \_\_\_\_\_

3. Has your company adopted GHG reduction targets or goals?

- Yes                       No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

\_\_\_\_\_  
\_\_\_\_\_

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

- Yes                       No

If yes, state the name of the 3<sup>rd</sup> party: \_\_\_\_\_

5. Does your company own buildings in Metro Vancouver?

- Yes                       No



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If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 400 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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6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

Yes                       No

If yes, state the name(s) of the 3<sup>rd</sup> party(ies) and type of recognition:

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

Yes                       No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

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- b) 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 250 words or less.**

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8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

- Yes                       No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). **Please limit answer to 250 words or less.**

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9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

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10. Does your company measure the total amount of solid waste generated by your operations annually?

- Yes                       No

If yes, state annual solid waste figures (kg or tonnes): \_\_\_\_\_

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

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12. Does your company have an office or operations 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
- IT equipment / electronics / mobile devices
- clean wood (e.g., pallets)
- metals

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13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

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14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

Yes                       No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

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15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

- Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- Office products (e.g., ECOLOGO; recycled; non-toxic)
- Printing services (e.g., Forest Stewardship Council certified paper and printer)
- Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- Other: (list)

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**SECTION 2: SOCIAL IMPACT**

*This section of the leadership questionnaire addresses the following elements:*

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

Yes                       No

If yes, please state either:

a) date of certification; OR

b) date by which you expect to become certified

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

Yes                       No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

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3. 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.

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4. 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 registered 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

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

Yes       No

If yes, state the name of the third party and date of certification or date of last review:

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6. 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 250 words or less.**

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REQUEST FOR PROPOSALS NO. PS20170292  
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PART C - FORM OF PROPOSAL

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**SECTION 3: DEFINITIONS**

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See [www.livingwageforfamilies.ca](http://www.livingwageforfamilies.ca) for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

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 [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See [www.socialenterprisecanada.ca](http://www.socialenterprisecanada.ca).

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, 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.

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 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 run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

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

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APPENDIX 8  
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 8 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

**RFP Reference #PS20170292**

**Title: Consulting Service for Arbutus Greenway Project**

With the provision of my signature at the foot of this statement I, \_\_\_\_\_  
\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_  
\_\_\_\_\_ (Print Name of Proponent)

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

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

\_\_\_\_\_) \_\_\_\_\_  
Signature ) Date

**REQUEST FOR PROPOSALS NO. PS20170292  
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**APPENDIX 9  
SUB-CONSULTANTS**

Complete this Appendix 9 - Sub-Consultants in the form set out below by listing all of the Sub-Consultants that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any Sub-Consultants. You may attach pages as required.

If selected to enter into an Agreement with the City, the Proponent may be limited to using sub-consultants listed in its Proposal. If the City objects to a sub-consultant listed in a Proposal, the City may permit a Proponent to propose a substitute sub-consultant acceptable to the City.

Sub-Consultant Scope		
Sub-Consultant		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work performed by Sub-Consultant		
The Sub-Consultant's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
Value:		
Client Contact:		



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CONSULTING SERVICE FOR ARBUTUS GREENWAY PROJECT  
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**APPENDIX 10  
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 10 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D of this RFP. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

<b>Section / General Condition</b>	<b>Proposed Amendment</b>	<b>Rationale and Benefit</b>

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APPENDIX 11  
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 11 to this Form of Proposal proof of valid WorkSafeBC registration.

**REQUEST FOR PROPOSALS NO. PS20170292  
CONSULTING SERVICE FOR ARBUTUS GREENWAY PROJECT  
PART C - FORM OF PROPOSAL**

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**APPENDIX 12  
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 12 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

REQUEST FOR PROPOSALS NO. PS20170292  
CONSULTING SERVICE FOR ARBUTUS GREENWAY PROJECT  
PART D - FORM OF AGREEMENT

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PART D  
FORM OF AGREEMENT

See attached.



**PROFESSIONAL SERVICES AGREEMENT**  
**Consulting Service for Arbutus Greenway**

THIS AGREEMENT is made as of the [day] day of [month/year] (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:

**[CONSULTANT NAME]**  
**[address]**

(the “Consultant”)

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”)

**BACKGROUND:**

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

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

**1.0 INTERPRETATION**

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-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) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“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;
- (i) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (j) **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **“RFP”** means Request for Proposal **PS20170292, Consulting Service for Arbutus Greenway**, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **“Services”** has the meaning set out in Section 2.1;
- (m) **“Sub-Consultant”** has the meaning set out in Section 4.1; and
- (n) **“Term”** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices D and E;

- (b) the Proposal; and
- (c) the RFP.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

## 2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other consultants, in each case to which the Services relate;

- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-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 conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City’s Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 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, “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.



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-CONSULTANT

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 to the sale made to the City hereunder.

5.2 The fees for the Services are described in this Section 5.0 and in the Commercial Proposal submitted by the Consultant to the City shall be [amount in words] (\$xxx).

5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements 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 Intentionally deleted.

5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the “Fixed Disbursement Amount”).

5.6 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “Maximum Fees and Disbursements”) will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder.

5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements

reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

- 5.8 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 any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, 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.
- 5.9 The Consultant will, by the 25<sup>th</sup> day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). The invoice must contain:
- (a) the Consultant’s name, address and telephone number;
  - (b) the City purchase order number;
  - (c) the name of the City’s Project Manager;
  - (d) the invoice number and date;
  - (e) details of any applicable taxes (with each tax shown separately); and
  - (f) tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant’s invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.11 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.
- 5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

**6.0 CHANGES TO SCOPE OF SERVICES**

- 6.1 The City’s Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined “Maximum Fees and Disbursements”) 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 (10) days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten (10) 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 Section [insert] of the Proposal.

## 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 any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-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.

## 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.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

## 10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP 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 **Maggie Buttle** ([maggie.buttle@vancouver.ca](mailto:maggie.buttle@vancouver.ca)) as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **Maggie Buttle's** appointment as the City's Project Manager by the City, **Maggie Buttle** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **Maggie Buttle**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints **[insert name] [email address]** as its representative for the purposes of this Agreement (the "Consultant's Project Manager").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

**12.0 TERM OF AGREEMENT**

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed in accordance with the Project Schedule attached as Appendix (the "Term").

**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 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) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$xx (including all taxes).

**14.0 ASSIGNMENT**

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

**15.0 CONFIDENTIALITY**

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
- (b) information which was previously in the Consultant's possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

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

**16.0 NO PROMOTION OF RELATIONSHIP**

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-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.

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 City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

## 19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this



Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

## 20.0 NON-RESIDENT WITHHOLDING TAX

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

## 21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

## 22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

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

## 23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-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 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-consultant; or governmental action taken in the enforcement of any 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 hereunder, except as may be specifically agreed in writing by the City.

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

26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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**

\_\_\_\_\_  
Authorized Signatory

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

**[NAME OF CONSULTANT]**

\_\_\_\_\_  
Authorized Signatory

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

**APPENDIX A - INSURANCE REQUIREMENTS**

**A1.1 Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, 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.

**A1.2 Required Policy Terms**

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

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice.

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

**A1.3 Insurance Certificate**

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

**A1.4 Sub-consultants' Insurance**

The Consultant will provide in its agreements with its Sub-consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-consultants (or

copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-consultant agreements.

**A1.5 Insurance Requirements Additional to any other Requirements**

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

**A1.6 Insurance Requirements Independent of Agreement Obligations**

Neither the providing of insurance by the Consultant or the Sub-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 - PROFESSIONAL FEES

APPENDIX C - PROJECT SCHEDULE

APPENDIX D - PROPOSAL



APPENDIX E - RFP