



# REQUEST FOR PROPOSALS

## CONSULTANT FOR NEU EXPANSION

RFP No. PS20181234

Issue Date: January 17, 2019

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

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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 design and contract administrations services for the expansion of the City's Neighbourhood Energy Utility (NEU). Details of the City's objectives and 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 - CITY 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 and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A	3:00 p.m. on Friday, January 25, 2019
Information Meeting	10:00 a.m. on Monday, January 28, 2019
Deadline for Enquiries	3:00 p.m. on Wednesday, February 6, 2019
Closing Time	3:00 p.m. on Wednesday. February 13, 2019

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

**3.0 CONTACT PERSON**

3.1 All enquiries regarding the RFP must be addressed to:

Brian Brennan  
brian.brennan@vancouver.ca

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 bottom row of the table in Section 2.1 above (the “Closing Time”).

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

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and;
  - Any other attachments if necessary

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- Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium 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 subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 An 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: False Creek Energy Centre, 1890 Spyglass Place, Vancouver, British Columbia

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- 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.
- 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 e-mail to [brian.brennan@vancouver.ca](mailto:brian.brennan@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 any Agreement is expected to be a three year period, or until project completion.
- 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 City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	35%

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Total	100%
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- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City 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.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City 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 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 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 LIVING WAGE EMPLOYER
- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

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

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

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

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

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

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

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

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

#### 11.0 CERTAIN APPLICABLE LEGISLATION

- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

#### 12.0 LEGAL TERMS AND CONDITIONS

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

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



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PART A - INFORMATION AND INSTRUCTIONS

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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING  
Supply Chain Management

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RE: REQUEST FOR PROPOSALS NO. PS20181234, CONSULTANT FOR NEU EXPANSION

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:

Brian Brennan  
City of Vancouver  
Email: brian.brennan@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. PS20181234, CONSULTANT FOR NEU EXPANSION.

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

## PART B - CITY REQUIREMENTS

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.

Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

### 1.0 Background

The City of Vancouver owns and operates the False Creek Neighbourhood Energy Utility (NEU). The NEU provides buildings in the False Creek area with thermal energy for heating and domestic hot water which is delivered from the False Creek Energy Centre through a buried distribution piping system (DPS). Thermal energy is transferred to buildings at an Energy Transfer Station (ETS) installed in each building. Through using sewage heat recovery as its low carbon energy source, the NEU provides substantial greenhouse gas emission reductions relative to traditional methods of providing heat and hot water.

The NEU began operation in 2010 and has rapidly expanded since then, currently servicing thirty three (33) buildings. Each year the system expands to connect new buildings as they are developed. In February 2018, City Council approved expansion of the utility into the areas of Lower Main, Northeast False Creek (NEFC), St. Paul’s Hospital Region and False Creek Flats, as shown in Figure 1.

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PART B - CITY REQUIREMENTS

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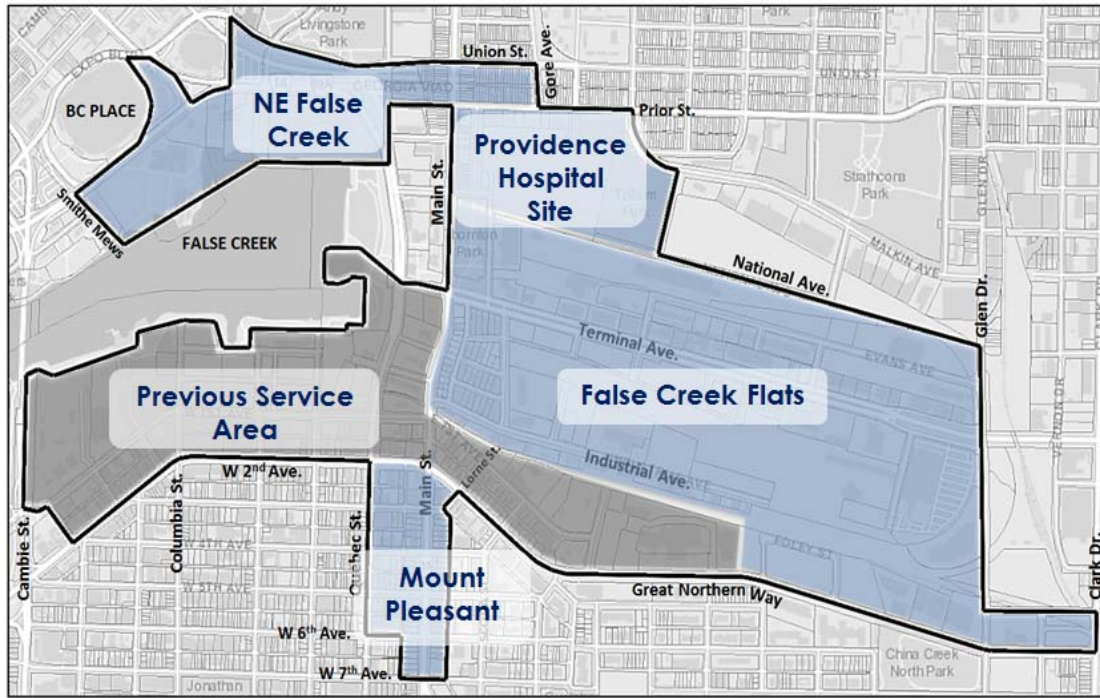


Figure 1. NEU Service Area

The scope of this RFP is focused on the imminent NEU expansion from 2019-2021, however, there is potential for the City Requirements to be extended beyond 2021 and to also include additional expansion engineering work as required throughout the term of the contract. Beyond core engineering work, the City is looking for a consultant that can also act in an advisory role as required throughout the expansion of the system.

### 1.1 Overview of Requirements

The NEU is seeking a professional engineering consultant with the capability, capacity and experience to act as the Engineer of Record to connect an estimated thirteen (13) new buildings to the system over the next three years (2019-2021). As shown in Figure 2, this will require the design and construction of approximately 14 ETS and 1.2 trench km of NEU distribution piping to connect the buildings to the existing system. The work is broken down into two core scopes of work and three provisional scopes. The Proponent shall provide design, tender support, inspection, construction support, and contract administration services for the following defined scopes of work:

- Scope 1 - DPS Design and Construction Engineer
- Scope 2 - Package 1 - ETS Design and Construction Engineer
- Scope 2 - (Provisional) Package 2 - ETS Design and Construction Engineer
- Scope 3 (Provisional) - Hydraulic Modelling of System Expansion
- Scope 4 (Provisional) - Purchase of Design Specifications for Adoption into City Standards

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- Scope 5 (Provisional) - Building Design Review Engineer

The schedule for design, tender, procurement, and construction support work is driven by the estimated development schedule outlined in Table 1.

Table 1. List of Developments and Estimated Service Dates

Building #	Developer/Building Name	Floor Area (m <sup>2</sup> )	Address	Projected Service Date	DPS/ETS Design Package #
A	1988 Wylie Street / 371 W 2 <sup>nd</sup> Ave	9,198	371 W 2 <sup>nd</sup> Ave	February 2020	1
B	137-141 E 4th Ave	5,500	137-141 E 4th Ave	April 2020	
C	Hootsuite N	16,396	102-138 E 4 <sup>th</sup> Ave	July 2020	
D	180 E 2 <sup>nd</sup> Ave	17,270	1837 Main Street	August 2020	
E	Vaha Social Housing (Peaking Plant Site)	11,016	2221 Main Street	September 2020	
F	Hootsuite S	13,247	110 E 5 <sup>th</sup> Ave	2020	
G	Concert 5 - North Parcel	16,929	1551 Quebec Street	2020	
H	220 W 1 <sup>st</sup> Ave / 1715 Cook Street	5,090	220 W 1 <sup>st</sup> Ave / 1715 Cook Street	2020	
I	Onni - Lot P - Ph II*	45,489	375 E 1 <sup>st</sup> Ave	2020/2021	
J	1800-1880 Main Street	9,482	1800-1880 Main Street	2021	2
K	107 E 3 <sup>rd</sup> Ave	2,799	107 E 3 <sup>rd</sup> Ave / 1870 Quebec Street	2021	
L	231 W 2 <sup>nd</sup>	15,533	231 W 2nd	2021	
M	339 E 1 <sup>st</sup> Ave	13,325		2021	
N	**Innovation Hub			2022	3

\*Will require two ETS's

\*\*No ETS scope

At a high level, the Proponent shall provide the City with the following deliverables which are outlined in detail in the following sections:

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- i. Design drawings;
- ii. Design specifications;
- iii. Tender documents (City-provides front-end documents);
- iv. Tender/procurement support;
- v. Contract administration related documents such as construction reports and progress payment certificates during construction;
- vi. Record drawings;
- vii. Hydraulic modelling (Provisional);
- viii. Design reviews (Provisional); and
- ix. Other deliverables required at each stage of design and construction as is outlined in detail in the following sections.

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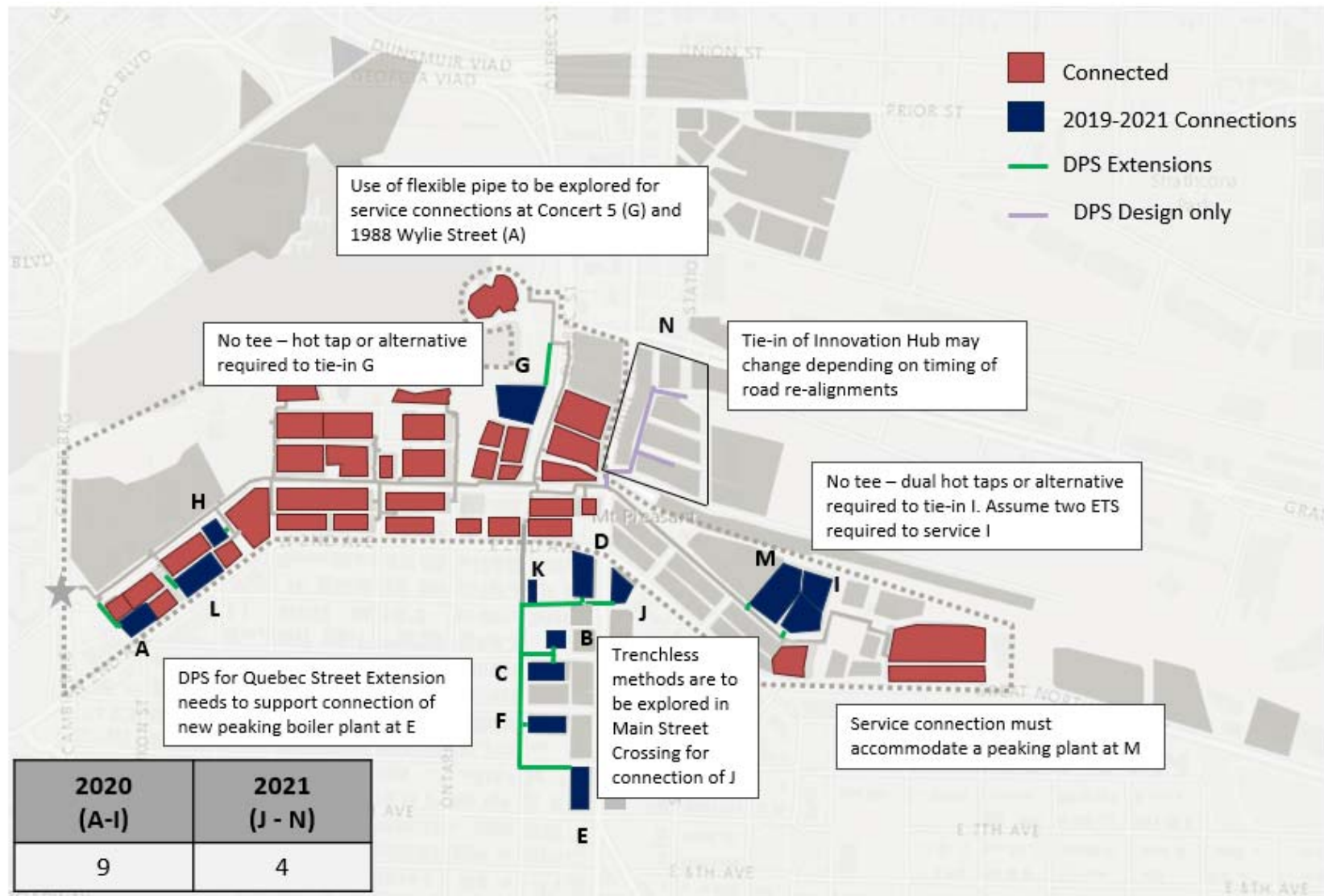


Figure 2. Map of planned system extensions 2020-2021

## 2.0 Scope 1: Distribution Piping System (“DPS”) Design and Construction Engineering

### 2.1 Overview

This work requires the Proponent to act as the Engineer of Record for the design and installation of pre-insulated buried hot water piping. This includes the preparation of detailed design drawings approved by the NEU staff to be used by the City’s construction contractor (Contractor). The piping materials and fittings are to be owner supplied. The Proponent is to provide tender support for both the tender to hire a Contractor, and a Request for Quotations for the supply of owner supplied piping materials and fittings. A map showing the approximate DPS extensions required between 2019-2021 and highlighted design considerations provided in Figure 2, which includes ~1.2 trench km and 13 service connections. The NEU DPS is an unregistered piping system.

Scope 1 has been broken into three packages (see table 1), summarized as:

Table 2: Scope 1 packages

Package	Overview	Required Work
1	Pipe and service connections to connect buildings A-I	i. Design, ii. Procurement support, iii. Construction support (EoR), iv. Contract administration
2	Pipe and service connections to connect buildings J-M	i. Design, ii. Procurement support, iii. Construction support (EoR), iv. Contract administration
3	Pipe and service connections to connect the innovation hub (N)	i. Design

In general, the City is also looking to reduce the costs and impacts of pipe installation and is seeking innovative ideas for installations such as use of trenchless pipe installation across arterials, flexible pipe materials for branches/service connections, and alternative thermal stress mitigations.

### 2.2 Design Scope

The DPS design has been broken into three packages (see table 1) based on the timing of installation required. As part of the design scope of work, the proponent is responsible for completing the following:

- 1) Design kickoff meeting.
- 2) Design basis briefing memo.

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PART B - CITY REQUIREMENTS

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- 3) Perform hydraulic calculations to advise on pipe sizing for service connections.
- 4) Perform stress analysis calculations and outline stress mitigation options and installation techniques.
- 5) Trenchless pipe installation evaluation and recommendation for arterial crossings:
  - a) Considers soil conditions and conflicting utilities;
  - b) Evaluates different trenchless options;
  - c) Evaluates cost compared to open-cut; and
  - d) Evaluates risks.
- 6) Value engineering analysis exploring:
  - a) the use of flexible pipe for connections that require long runs of pipe;
  - b) alternative thermals stress mitigations;
  - c) installation of conduits on top of piping; and
  - d) any other options for reducing the cost of pipe installation.
- 7) Construction specification package:
  - a) Issued at 50% design for comments and IFT design;
  - b) Includes all specifications required for the work including:
    - General requirements (administrative requirements, submittals, traffic regulations, project closeout);
    - Civil (demolition, trenching, backfill and compaction, pavement and repairs to pavement);
    - Concrete;
    - Mechanical;
    - Traffic Management;
    - Street Restoration; and
    - Piping material specifications.
- 8) 25% design package (preliminary design):
  - a) Plan drawings showing NEU alignment; and
  - b) Utility testhole exposure and geotechnical sampling plan (actual exposures and testing to be performed by City forces).

Note - refer to document "NEU Base Plan Master File" which includes existing baseplan information and proposed testhole locations for the Quebec Street expansion



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- 9) 50% design package (Issued for review);
- a) Plan and profile design incorporating:
    - Field survey of the proposed pipe routing performed by the proponent to confirm offsets of existing utilities, establish grades, and establish survey control for design;
    - As-constructed records received from BC One Call; and
    - Testhole data (provided by City).
  - b) Inclusion of proposed thermal stress mitigation strategies;
  - c) All necessary standard construction details (trench, tees, vents, valve box, manholes, hot-tap, bypass, building penetration, leak detection, foam pads, conduit for communication cables, etc);
  - d) Facilitate a 50% design review workshop with NEU engineering and operations staff; and
  - e) Class C cost estimation.
- 10) Issued for tender (IFT) design package - signed/sealed;
- a) Address all comments provided by City and 3rd party utilities.
- 11) Issued for construction (IFC) design package - signed/sealed;
- a) Takes into account comments provided by the Contractor.
- 12) Design comments tracker;
- a) Provided with each design submission tracking how owners comments have been addressed.
- 13) Materials quantity takeoff;
- 14) Record drawings (based on Contractor redline or provided survey data); and
- 15) Quality management plan for ensuring all design specifications and standards are met during construction.

Drawings must be to City standards (clearly labelling all utilities and providing offsets from property lines) and will require formal approval from the City of Vancouver Engineering Services Department - Utility Branch.

It is the responsibility of the Proponent to ensure that City and 3<sup>rd</sup> party utility design requirements are being met during the design. This includes reviewing the following and coordination with other utilities when required:

- City Design Manual and Specifications, Drafting Standards, Related Bylaws;
- City Street Restoration Manual (SRM); and

- City and private/other utility (e.g. Metro Vancouver, Fortis BC Gas, BC Hydro, etc.) service as-built information and requirements, legal drawings, and record drawings from appropriate owners.

### 2.3 Procurement (Tender/Request for Proposal) Support Services Scope

Further to preparing all necessary designs and specifications required, the proponent will be responsible for the following during the tender/RFP processes required as summarized in Table 4:

- 1) Preparing tender cost tables;
- 2) Responding to questions during the ITT/RFP;
- 3) Preparing addendums as required (the City will issue all addendums);
- 4) Revising drawings and specifications as necessary; and
- 5) Reviewing proposals for compliance with specifications.

### 2.4 Construction Support Services Scope

As the Engineer of Record, the Proponent is responsible for ensuring all elements of the final design (including any changes made during construction) meet applicable design standards, criteria and guidelines as set out in the Quality Management Plan developed by the Proponent. Engineer of Record services provided by the Proponent during construction may include, but are not limited to, the following:

- 1) Update and re-issue IFC Drawings as needed;
- 2) Review and approve shop drawings;
- 3) Review and approve O&M manual;
- 4) Carry out regular site inspections during construction and prepare construction reports (bi-weekly for DPS construction) documenting observed construction activities (to be submitted to the City):
  - a) Summarizes observations made during each field review (including site conditions, crew size, etc) and includes photographic content;
  - b) Tracks progress made compared to construction schedule;
  - c) Summarizes all formal communications with Contractor (Shop drawing approvals, RFI's, SI's);
  - d) Summarizes QA/QC documentation submitted and their approvals; and
  - e) Summarizes any non-conformances or deficiency and tracks the resolution and acceptance of resolutions.
- 5) If design change is required during construction, revise design drawings and prepare/issue Site Instructions as necessary (assume one revision and site instruction per IFC drawing);
- 6) Take and maintain digital photographs providing documentation of construction activities (to be submitted to the City);

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- 7) Maintain awareness of safety and health requirements and enforce regulations/contract provisions for the protection of the public and project personnel in accordance with WorkSafeBC;
- 8) Review contractor provided QA and QC submissions to verify compliance with contract documents as per Quality Management Plan;
- 9) Review quality testing results and provide list of defects/deficiencies;
- 10) Review repair of defects/deficiencies and provide comments on acceptability;
- 11) Issue deficiency review and update as deficiencies are addressed;
- 12) Carry out substantial performance review and issue Certificate of Substantial Performance;
- 13) Carry out total performance review and issue Certificate of Total Performance; and
- 14) Prepare record drawings from Contractor provided survey data as per the City standards (format shall be in AutoCad, PDF, and Full size hard copies).

Note - construction support for design package 3 is not currently within the scope of work.

## 2.5 Contract Administration Services Scope

The Proponent will provide contract administration support and is responsible for providing the following:

- 1) Conduct pre-construction and ongoing weekly site construction meetings, prepare and distribute meeting minutes;
- 2) Prepare monthly progress payment certificates that reflect the construction progress, review with the Contractor, and submit to the City for payment;
- 3) Monitor construction budget;
- 4) Review construction schedule by obtaining updates from the Contractor of actual progress and comparing progress with schedule;
- 5) Notify Contractor of delay issues;
- 6) Review Contractor's plan to get back on schedule;
- 7) Negotiate time extensions due to change orders or other delays;
- 8) Assist the City in change order negotiations, perform quantity and cost analysis as required, draft responses and track claim status;
- 9) Review, process, and prepare contemplated change orders (CCO's) and change orders (CO's) as required;
- 10) Review, comment and facilitate responses to requests for information; and
- 11) Prepare monthly project status reports and submit to City for review.

Note - contract administration for design package 3 is not currently within the scope of work.

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## 2.6 Schedule

The DPS design has been broken into three packages (see table 1) based on the timing of installation required. The required design schedule for each design package is provided in Table 3. The procurement schedule for the associated Tender/RFP's required for pipe supply and to contract the work is outlined in Table 4.

Table 3 - Scope 1: Schedule

DPS Package #	Project Milestones					
	Kick-off Meeting	25% Submission	50% Submission	IFT Submission + Tender Specs	IFC Submission	Approximate Construction
1	<i>April 1, 2019</i>	<i>4 weeks after Kick-off Meeting</i>	<i>6 weeks after 25% Submission</i>	<i>8 weeks after 50% Submission</i>	<i>4 weeks after tender award</i>	<i>January 2020 - June 2020</i>
2	<i>October, 2019</i>	<i>4 weeks after Kick-off Meeting</i>	<i>6 weeks after 25% Submission</i>	<i>8 weeks after 50% Submission</i>	<i>4 weeks after 90% Submission</i>	<i>To be decided</i>
3	<i>June, 2020</i>	<i>4 weeks after Kick-off Meeting</i>	<i>6 weeks after 25% Submission</i>	<i>8 weeks after 50% Submission</i>	<i>4 weeks after 90% Submission</i>	<i>To be decided</i>

Note - construction support for package 3 is not currently within the scope of work.

Table 4 - Scope 1: Procurement Schedule

Procurement	Post Procurement	Award Procurement
Pipe Supply Agreement	May 2019	August 2019
DPS Package 1 Construction Tender	September 2019	December 2019
DPS Package 2 Construction Tender	2020	

## 2.7 List of Deliverables

The following table summarizes the deliverables required for each design package:

Table 5 - Scope 1: Project Deliverables for each Design Package:

Project Phase	Deliverable	Design Package
Design	Design basis memo	1-3
	Construction specifications package	
	Hydraulic calculations summary for service connections	
	Stress analysis summary outlining acceptable stress mitigation techniques	
	25% design package	

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	50% design package	
	Class C cost estimate	
	IFT design package	
	IFC design package	
	Design comments tracker	
	Material quantity takeoff	
	Quality management plan	
	Value Engineering review	
	Trenchless pipe installation evaluation and recommendation for arterial crossings	2
Tender Support	Responses to tenderers technical questions	1-2
	Addendums	
EoR Construction Support	Shop drawing approvals	1-2
	QA/QC submission approvals	
	Site instructions	
	Construction reports (Bi-weekly - monthly as required)	
	Deficiency review	
	Certificate of Substantial Performance	
	Certificate of Total Performance	
	Record drawings	
Contract Administration Support	Meeting minutes	1-2
	Monthly progress draw and progress payment certificates	
	Change orders/Contemplated change orders	
	RFI responses	

## 2.8 City Provided Information

- Existing NEU GIS base plan data, which extends up Quebec Street to 6th avenue and includes proposed testhole locations (provided in RFP document set). It's the responsibility of the Proponent to verify and build on this base plan in areas where data is missing;
- Design drawings of existing installed pipe that will be tied into;
- Testhole survey data as required based on recommendations for testhole locations from the proponent;
- Soil sample data as required based on recommendations for soil sampling locations from the proponent; and
- Front end of tender/RFP packages

### 3.0 Scope 2: Energy Transfer Station (ETS) Design and Construction Engineering

#### 3.1 Overview

This work requires the Proponent to act as the Engineer of Record for the design and construction of Energy Transfer Stations and interior primary piping required to connect the NEU distribution system to the ETS. The current customer growth forecast predicts that the NEU may require Fourteen (14) ETS schematics between 2019-2021. The Proponent will be providing the following scopes of work:

- Design
- Tender Support
- EoR Construction Support
- Contract Administration

In general, the City is looking to reduce the cost of energy transfer stations and is looking for innovative ideas to do so.

This work has been broken into two packages (see table 1), summarized as:

Table 6: Scope 2 packages

Package	Overview	Required Work
1	Interior piping and ETS's to connect buildings A-I	v. Design vi. Procurement support vii. Construction support (EoR) viii. Contract administration
2 (Provisional)	Interior piping and ETS's to connect buildings J-M	v. Design, vi. Procurement support vii. Construction support (EoR) viii. Contract administration

\*Note - the City may elect to perform Package 2 in-house and is a Provisional item.

#### 3.2 Design Scope

Building design reviews are conducted by City staff to define required design criteria such as building heating and domestic hot water loads, peak building flowrates through the ETS heat exchangers, and the NEU pipe penetration and ETS room locations. This design review package will be used by the proponent as the basis for designing the ETS.

The ETS design scope has been broken into two packages (see Table 1) based on the timing of installation required. While there is an immediate need for ETS design and construction support for package 1, ETS design package 2 is not guaranteed as the City may elect to perform some or all of the work in-house for package 2.

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As part of the design scope of work, the Proponent is responsible for completing the following:

- 1) Design basis briefing memo.
- 2) Equipment specifications package:
  - a) Issued for review and issued for construction (signed and sealed); and
  - b) Includes specifications for all ETS components including: heat exchangers, controls, metering components, instrumentation, and SCADA communication.
- 3) Construction specification package:
  - a) Issued for review and issued for construction (signed and sealed); and
  - b) Includes all specification required for the construction of an ETS (general, mechanical, piping, electrical, controls, instrumentation, and structural).
- 4) Detailed ETS design package (for each ETS):
  - a) issued for review and issued for construction (signed and sealed);
  - b) For each ETS, the package consists of:
    - i. Piping and instrumentation drawing;
    - ii. Standard design details (Hangers, anchors, supports, venting, pipe penetration); and
    - iii. Plan view mechanical drawing showing layout for piping from building penetration location to ETS.
- 5) Value Engineering review assessing opportunities to reduce ETS costs; and
- 6) Quality management plan for ensuring all design specifications and standards are met during construction.

### 3.3 Procurement (Tender/Request for Proposal) Support Services Scope

The City is currently in a 3-year ETS supply agreement (expiring 2019), which can be extended by two additional 1-year terms. The role of the proponent will be to:

- 1) Advise on option to extend existing ETS supply agreement.
- 2) Assist in future ETS procurement by:
  - a) Preparing tender cost tables;
  - b) Responding to questions during the RFP;
  - c) Preparing addendums as required (the City will issue all addendums);
  - d) Revising drawings and specifications as necessary;
  - e) Reviewing proposals for compliance with specifications; and

- f) Issue Signed and Sealed IFC Drawings to awarded Contractor.

### 3.4 Construction Support Services Scope

As the Engineer of Record, the Proponent is responsible for ensuring all elements of the final design (including any changes made during construction) meet applicable design standards, criteria and guidelines as set out in the Quality Management Plan developed by the Proponent. Engineer of Record services provided by the Proponent during construction may include, but are not limited to, the following:

- 1) Attend kickoff and mobilization meetings in-person in advance of construction.
- 2) Provide guidance to the Contractor in handling, fabricating, and installing ETS.
- 3) Review of Contractor's proposed ETS layout.
- 4) Review and approve shop drawings.
- 5) Review and approve O&M manual.
- 6) Carry out ETS site inspection, documenting findings (one inspection/report per ETS):
  - a) Summarizes observations made during site inspection and includes photographic content;
  - b) Tracks progress made compared to construction schedule;
  - c) Summarizes all formal communications with Contractor (Shop drawing approvals, RFI's, SI's);
  - d) Summarizes QA/QC documentation submitted and their approvals; and
  - e) Summarizes any non-conformances or deficiency and tracks the resolution and acceptance of resolutions.
- 7) If design change is required during construction, revise design drawings and prepare/issue Site Instructions as necessary.
- 8) Take and maintain digital photographs providing documentation of construction activities (to be submitted to the City).
- 9) Review Contractor provided QA and QC submissions to verify compliance with contract documents as per Quality Management Plan.
- 10) Review quality testing results and provide list of defects/deficiencies.
- 11) Review repair of defects/deficiencies and provide comments on acceptability.
- 12) Issue deficiency review and update as deficiencies are addressed.
- 13) Carry out substantial performance review and issue Certificate of Substantial Performance.
- 14) Carry out total performance review and issue Certificate of Total Performance.
- 15) Submit sign and seal letter of assurance for each ETS as required for permitting.



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- 16) Carry out an end of warranty inspection and prepare a report to advise City and Contractor of continuing or newly observed defects or deficiencies.

### 3.5 The Contract Administration Services Scope

The Proponent will provide contract administration support and is responsible for providing the following:

- 1) Review, comment, and facilitate responses to Contractor's Request for Information (RFI's).
- 2) Assist and advise the Client's Project Manager with the writing and issue of site instructions to the Contractor.
- 3) Assist the City in change order negotiations, perform quantity and cost analysis as required, draft responses and track claim status.
- 4) Review, process, and prepare contemplated change orders (CCO's) and change orders (CO's) as required.
- 5) Review monthly progress draws and submit payment certificates.
- 6) Review and comment on Contractor supplied O&M Manuals

### 3.6 Schedule

The current customer growth forecast predicts that the NEU may require up to Fourteen (14) ETS schematics between 2019-2021. Design package 1 and the ETS specifications are to be completed by September 1, 2019.

For buildings within ETS design package 2, the design is expected to be completed within a month of being issued a building design review memo, which will be provided by the City as they become available. As noted, buildings within ETS design scope 2 are not guaranteed as the City may elect to perform some or all of the work in-house.

Table 7 - Scope 2: Design Schedule

Item	Design Schedule	Construction Schedule
ETS Design Package 1 Buildings A - I	2019	2020
ETS Design Package 2 (Provisional) Buildings J - M	2020	2021

Table 8 - Scope 2: List of Deliverables

Project Phase	Deliverable	Design Package
Design	Design basis memo	1-2
	Construction specifications package	
	Equipment specifications package	
	50% design package	

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	IFC design package	
	Design comments tracker	
	Quality management plan	
	Value engineering review	
Tender Support	Review existing contract and recommend on extension	1-2
	Responses to proponent technical questions	
	Addendums	
EoR Construction Support	Shop drawing approvals	1-2
	QA/QC submission approvals	
	Site instructions	
	ETS inspection report	
	Deficiency Review	
	Certificate of Substantial Performance	
	Certificate of Total Performance	
	Record drawings	
	Signed and sealed letter of assurance	
	End of warranty inspection report	
Contract Administration Support	Meeting minutes	1-2
	Monthly progress draw and progress payment certificates	
	Change orders / Contemplated change orders	
	RFI responses	

### 3.7 City Provided Information

- Existing ETS supply agreement and design specifications; and
- Building design review memos for each building summarizing building ETS design conditions (as they are completed).

## 4.0 Scope 3: (Provisional) Hydraulic Modelling of System Expansion

### 4.1 Overview

It's the City's preference that the Proponent is able to utilize and build on the existing NEU system hydraulic model to identify challenges and propose solutions for the distribution network as it builds out to service all the future developments within the NEU bylaw area over the next 15 years (Figure 1). This includes running models on the NEU buildout over time to aid in identifying bottlenecks, sizing distribution mains, and informing optimal locations and timing for energy plants. The City's existing hydraulic model was developed in 2018 using TERMIS version 7.2 with GIS data specifying current and future development locations, timing, size, and use types based on the best available information.

### 4.2 Description of the Work

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The Proponent will be required to:

- 1) Review the existing hydraulic model.
- 2) Review and advise on the base assumptions of the model.
- 3) Update the existing model with the latest building forecasts information (provided by the City).
- 4) Perform model verification/optimization based on existing building pressure/temperature data points.
- 5) Utilize the hydraulic model to perform a system expansion optimization study to:
  - Evaluate optimal locations for additional energy generation capacity to be deployed over time (up to 6 different locations, available at different times, and capable of different capacities to be assessed);
  - Identify existing/future network constraints and proposed solutions. Use results to optimize distribution pipe routing and recommend sizing of all future distribution main lines, branches, and service connections;
  - Assess optimal operating conditions (supply temperature, static pressure) of existing False Creek Energy Centre; and
  - Study results are to be prepared in a memo and summarized in a power point slide deck presented to City staff.
- 6) Utilize the model to inform pumping design requirements at future energy generation plants.
- 7) Provide an initial training session (4 hours) to City staff to operate the hydraulic model and on-going support for modelling work as-needed (assume 1-day per year).

#### 4.3 Schedule/Deliverables

Table 9 - Scope 3: Schedule/List of Deliverables

Deliverable	Deliverable Type	Schedule
Review/update NEU hydraulic model	Model file	Q2 2019
Model verification/optimization using existing building data	Model file	Q3 2019
System expansion optimization	Memo/ppt	Q3 2019
Ongoing support	Updated model file	Annually

#### 4.4 City Provided Information

The City will provide the following information upon contract execution:

- Existing NEU hydraulic Model (Termis version 7.2);
- Previous NEU hydraulic model study (Memo); and
- NEU GIS data showing building location, timing, building type, and floor area of future buildings.

## 5.0 Scope 4 (Provisional): Purchase of Design Specifications for Adoption into City Standards

### 5.1 Overview

The City is preparing a standardized design and construction manual. As part of this, the NEU branch would like to include the following:

- DPS construction specifications;
- DPS standard details;
- ETS equipment and construction specifications; and
- ETS standard details and typical P&ID drawing.

While these deliverables are already being provided as part of the core scope 1 & 2, the format of the deliverable will need to be revised to allow for ongoing use by the City as part of the City Standards.

### 5.2 Deliverables

Table 10 - Scope 4 Deliverables

Deliverable	Deliverable Type
DPS construction specifications	Word document
DPS standard details	CAD file
ETS equipment specifications	Word document
ETS construction specifications	Word document
ETS standard details & typical P&ID	CAD file

Deliverables to be editable and include City of Vancouver logo.

## 6.0 Scope 5 (Provisional): Building Design Review

### 6.1 Overview

When a new building is being designed, it's important for the City to work with the developer's design team to ensure compatible design with the NEU and agree on building NEU capacity requirements. The results of the design review feed the design requirements for the building's ETS and NEU service connection. While the City is currently performing its own design reviews, there is the potential for the Proponent to perform this on an as needed basis.

### 6.2 Scope of Work

Each building review will include:

- 1) Review of development peak load & energy estimates prepared by developer or their HVAC consultant, and establish consensus on contract and design capacities.
- 2) Review of the building mechanical design package (provided by building owner) and major equipment specs to confirm NEU system compatibility and compliance with all NEU requirements.

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- 3) Prepare a draft design review memo summarizing comments, missing information, and identified issues with the proposed design.
- 4) Coordinate a design review meeting with the building developer and their HVAC consultants to review the draft design review memo.
- 5) Review of the revised mechanical design provided by the building HVAC consultant to confirm all comments in the draft design review memo have been addressed.
- 6) Prepare a final design review memo incorporating any design revisions and summarizing all the key information.
- 7) Circulate final design review memo for signoff by developer.

### 6.3 Schedule/Deliverable

To initiate the design review process the City will provide the Proponent with the building design package required to conduct the design review. Following receipt of the owner supplied documents; deliverables are to be completed as per the schedule provided. Completion of the design review process for each building is expected within FOUR (4) weeks after receiving the building owner supplied documents.

Table 11 - Scope 5: Design Review Schedule

Schedule	Deliverable
Week 2	Draft Design Review Memo Design Review Meeting
Week 4	Final Design Review Memo

### 7.0 Potential for Additional Scope

Additional scopes of work may be added as required over the course of the contract including but not limited to:

- 1) Additional ETS design and construction support.
- 2) Additional DPS and service connection design and construction support.
- 3) Tender and construction support for the distribution network to service the innovation hub.
- 4) Design, tender, and construction support for the distribution network to service the hospital lands, Northeast False Creek, and other expansion areas.
- 5) Additional hydraulic modelling scenarios as required.
- 6) Energy generation opportunities such as peaking plants, waste heat recovery opportunities, and other renewable energy plants.
- 7) Advisory role for mitigating impacts of Skytrain construction on NEU infrastructure.
- 8) Advisory role on unforeseen items that could impact the distribution network or energy generation.

## 8.0 Minimum Service Requirements

Proponents should meet the following minimum service requirements:

	CITY'S MINIMUM SERVICE REQUIREMENTS
1.	The Proponent should demonstrate they have designed and acted as the Engineer of Record on the installation of a minimum of 1 km of logstor (or equivalent) district energy pipe, which was successfully installed and commissioned in the last 5-years
2.	The Proponent should demonstrate they have designed and acted as the Engineer of Record on the installation of a minimum of 10 Energy Transfer Stations, which were successfully installed and commissioned in the last 5-years
3.	The lead engineer in the Proponent's project team should have 5 or more years of experience designing NEU pipe and energy transfer stations, must be a registered professional engineer in the Province of British Columbia, and must demonstrate ability and project management skills as required in the City Requirements.
4.	The Proponent should commit to the project timeline as required in the City Requirements, and provide an alternative schedule if they cannot meet the City's desired project timeline.
5.	Insurance: The Proponent's company is able to meet the minimum insurance requirements set out in in the Form of Agreement - Appendix A.
6.	WorkSafeBC: The Proponent's company is registered and in good standing with WorkSafeBC as described in the Form of Agreement Section 9.0.
7.	Quality Assurance (the "QA) and Quality Control (the "QC"): The Proponent should demonstrate satisfactory written QA and QC standard for design. This could include but is not limited to proponent's manual to demonstrate adherence to EGBC Quality Management Program requirements or equivalent.

## 9.0 List of Attachments

The below listed attachments can be found at the following FTP site:

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

The user ID is : PS20181943DL@coveftp01

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

1. NEU Base Plan Master File (Quebec Street base plan with proposed testholes)
2. Key Existing DPS design files which the Proponent will be building from:

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- a. 3<sup>rd</sup> and Quebec Street (C-H09, C-H10)
  - b. Quebec Street North (D-0211-105)
  - c. 1<sup>st</sup> and Wylie Street (D-6213-111)
  - d. 1<sup>st</sup> and Cook Street (D-6213-112)
  - e. 1<sup>st</sup> and Scotia Street (C02-H10)
  - f. 1<sup>st</sup> and Thornton Street (C02-H11)
  - g. 1<sup>st</sup> and Main Street (H07)
3. Sample design review memo.

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PART C - FORM OF PROPOSAL

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**PART C - FORM OF PROPOSAL**

RFP No. PS20181234, CONSULTANT FOR NEU EXPANSION (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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PART C - FORM OF PROPOSAL

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APPENDICES

The Form of Proposal includes the following attached Appendices:

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

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. PS20181234, 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

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process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent 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))

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

#### 6.2 Indemnity by the Proponent

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

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

#### 6.3 Limitation of City Liability

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

### 7 DISPUTE RESOLUTION

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

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

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**8 PROTECTION AND OWNERSHIP OF INFORMATION**

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

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

**8.2 Proponent's Submission Confidential**

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

**8.3 All City Information Confidential**

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

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

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

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 12.
- (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

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“Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 12.

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

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 12.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 12.

**9.4 Declaration as to No Lobbying**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 12.

**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.

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- (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.

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  
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

**Executive Summary**

In the space below, or in a section of your Proposal titled “Executive Summary”, provide a brief executive summary of your Proposal.

**Proponent Overview**

In the space below, or in a section of your Proposal titled “Proponent Overview”, provide a description of the Proponent’s company, purpose and history of successes.

If the Proponent intends to rely on resources from other companies to perform the work, identify all the companies that will be involved and provide the organizational relationship between the Proponent and the subs. For each sub, provide a description of the company, purpose and history of successes.

**Project Team**

In the space below, or in a section of your Proposal titled “Project Team”, identify and provide professional biographical information for the key personnel that would perform the work outlining their intended roles and availability (number of hours per week dedicated to project) in meeting the Requirements. Include those of the primary sub-consultants. Attach to this Form of Proposal as an additional Appendix, a complete organization chart as it relates to the project, identifying all roles and areas of responsibility. Highlight relevant experience where possible.

**Expertise and Experience**

In the space below, or in a section of your Proposal titled “Expertise and Experience”, demonstrate the expertise and experience of the company, the subs (if applicable) and the project team in the following areas:

1. Detailed design, tender, and construction support of district heating hot-water distribution



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piping (Logstor or equivalent). As a minimum, the proponent must demonstrate they have acted as designer and engineer of record for 1 km of Logstor equivalent pipe installation. Emphasis should be given to projects under construction or constructed. Highlight experience with hydraulic calculations, thermal stress analysis and thermal stress compensation techniques.

2. Detailed design, tender, and construction support of district heating Energy Transfer Stations. As a minimum, the proponent must demonstrate the design and Engineering of 10 Energy Transfer Stations.
3. Contract administration of multimillion dollar district energy construction projects.
4. Developing, maintaining, and utilizing a hydraulic model to run scenarios and perform design analysis/optimizations for district heating distribution networks.
5. Performing building design reviews of building mechanical systems to verify and optimize for NEU compatibility.

Provide examples of successful projects. Indicate the status of the projects, whether they were implemented or built, whether they were successful, any challenges encountered, the involvement and work performed by the team members, and how they are relevant to the Work.

#### Work Plan

In the space, or in a section of your Proposal titled “Work Plan”, detail the sequential process by which the Proponent proposes to undertake the work. The Proponent’s work plan should make reference to the Requirements as appropriate and include a description of the methods to employ and coordinate the work and to control quality.

The Proponent’s work plan should not simply paraphrase the Requirements; it should clearly demonstrate that the Proponent:

- understands the overall scope of work
- understands the schedule requirements
- has developed a plan to deliver the work on schedule
- has identified the tasks and associated resources required
- has identified key challenges and constraints
- confirms deliverables will meet the Requirements.

Schedule: demonstrate in the work plan how the outlined schedule requirements are to be met. Include a project schedule.

It is expected that the Proposal will meet all the Requirements. For any deviations, provide sufficient information and rationale to justify the deviations, but note that any deviations to the Requirements will required approval by the City and may be grounds for disqualification. The Proponent is encouraged to provide a Proposal compliant with all the Requirements and propose any alternatives to

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the requirements as options (see Alternative Solutions & Innovations section below).

### Project Challenges

In the space below, or in a section of your Proposal titled “Project Challenges”, the Proponent should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.

### Alternative Solutions & Innovations

Notwithstanding any other provision hereof, the City may consider value-creating Proposals that derogate from the Requirements. In addition to proposing services which meet all the Requirements, the Proponent is encouraged to offer alternative solution(s) and/or innovative approach(es) to the City’s Objectives and Requirements. Alternative solution(s) and/or innovative approach(es) should be identified as options to the original Proposal and described in a Section clearly titled Alternative Solutions & Innovations. Any pricing impact of the option(s) should also be provided.

In particular, the City is interested in opportunities to reduce the cost and impact of distribution pipe and ETS installations.

### Supplier Diversity

In the space below, or in a section of the Proposal titled “Supplier Diversity” indicate the Proponent’s company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). Proponents are encouraged to provide similar information for subconsultants.

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental
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<input type="checkbox"/> Women	% Women	<b>Certifications</b>
<input type="checkbox"/> Indigenous Peoples	% Indigenous Peoples	<input type="checkbox"/> BCorp
<input type="checkbox"/> Non-Profit/Charity (Social Enterprise)	% Ethno-cultural People	<input type="checkbox"/> BuySocial
<input type="checkbox"/> Coop	% People with Disabilities	<input type="checkbox"/> Supplier Diversity Certification
<input type="checkbox"/> Community Contribution Corporation (3C/CCC)	% LGBTQ+	<input type="checkbox"/> Fairtrade
<input type="checkbox"/> Ethno-cultural Persons	% Other: please indicate	<input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)
<input type="checkbox"/> People with Disabilities		<input type="checkbox"/> Other: please indicate
<input type="checkbox"/> LGBTQ+		
<input type="checkbox"/> Other: please indicate		

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APPENDIX 3  
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form of the Microsoft Excel file available on the FTP for Proponents:

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

The user ID is : PS20181943DL@coveftp01

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

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

As the Proponent is submitting its Proposal by email please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

☐

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

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**APPENDIX 4  
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below.

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

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

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

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.)

The insurance template to be duly completed and signed by the Proponent's insurance agent or broker can be found on the FTP for Proponents:

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

The user ID is : PS20181943DL@coveftp01

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

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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  
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - 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 #PS20181234

Title: CONSULTANT FOR NEU EXPANSION

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

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

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

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

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

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

_____	)	_____
	)	
Signature	)	Date



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**APPENDIX 8  
SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors 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 subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor'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:	

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	Nature of Work:	
	Value:	
	Client Contact:	

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**APPENDIX 9**  
**PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. 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.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 10  
FINANCIAL STATEMENTS

Intentionally deleted.

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APPENDIX 11  
PROOF OF WORKSAFEBC REGISTRATION

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

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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 Part C - 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)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

PART D  
FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT  
PS20181234 CONSULTANT FOR NEU EXPANSION

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-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) “City’s Site” means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) “City’s Project Manager” means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) “Confidential Information” has the meaning set out in Section 15.1
- (f) “Contract Document” refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) “Deliverables” has the meaning set out in Section 17.1;
- (h) “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) “Living Wage” means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (j) “Living Wage Certifier” means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Consultant in writing;
- (k) “Living Wage Employee” means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (l) “Project Team” has the meaning set out in subsection 2.2(c);
- (m) “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;
- (n) “RFP” means Request for Proposal PS20181579 CONSULTANT FOR PHASE 4 CLOSURE - VANCOUVER LANDFILL, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (o) “Services” has the meaning set out in Section 2.1;
- (p) “Social Enterprise” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is 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; and (iii) has a defined social and/or environmental mandate;
- (q) “Student” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Consultant or a Sub-contractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (r) “Sub-contractor” has the meaning set out in Section 4.1; and
- (s) “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 B and C;
- (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-contractors (the “Project Team”) described in Section 3.1.

### 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

### 2.4 The Consultant will perform the Services:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices and design standards; and
- (c) in conformity with any and all Applicable Laws.

### 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:

- (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 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-contractor 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.
- 3A Living Wage
- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a material breach by the Consultant of this Agreement that shall entitle the City to terminate this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.
- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Consultant (subject to reimbursement of the Consultant's

reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.

3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:

- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
- (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

#### 4.0 SUB-CONTRACTORS

4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.

4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.

4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

#### 5.0 BASIS OF PAYMENT TO THE CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant 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 **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]** Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.

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 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 professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed \$[insert amount].
- 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-contractors, then the Consultant will make full payment to said Sub-contractors 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-contractors 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 days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. 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-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors,

omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

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

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

## 8.0 INSURANCE

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

## 9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

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

## 10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the 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 [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] 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 [insert name], 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 by [insert date] (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 \$2,000.00 (including all taxes).

## 14.0 ASSIGNMENT

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

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

## 15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or



have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “Confidential Information”). Excluded from the definition of Confidential Information is:

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

15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

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

15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### 16.0 NO PROMOTION OF RELATIONSHIP

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

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

#### 17.0 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-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

**24.0 INDEPENDENT LEGAL ADVICE**

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

**25.0 TIME FOR PERFORMANCE**

- 25.1 Time of the Essence. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; 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  
by its authorized signatories:

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

Name: \_\_\_\_\_

Title: Category Manager

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

Name: \_\_\_\_\_

Title: Chief Purchasing Official

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

Name: \_\_\_\_\_

Title: General Manager, Engineering Services Department

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

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

Name: \_\_\_\_\_

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

APPENDIX A - SCOPE OF SERVICES

*(TO BE INSERTED PRIOR TO CONTRACT EXECUTION)*



## APPENDIX B - 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 \$2,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (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 60 calendar days' prior written notice,

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

**A1.3 Insurance Certificate**

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

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

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

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

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

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

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

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

APPENDIX C - PROPOSAL

*(TO BE INSERTED PRIOR TO CONTRACT EXECUTION)*

REQUEST FOR PROPOSALS NO. PS20181234  
CONSULTANT FOR NEU EXPANSION  
ANNEX 1

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APPENDIX D - RFP

*(TO BE INSERTED PRIOR TO CONTRACT EXECUTION)*