



REQUEST FOR PROPOSALS

CONSULTANT FOR CAMBIE BRIDGE REHABILITATION

RFP No. PS20181561

Issue Date: November 7, 2018

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 a consultant for design and construction administration services for the Cambie Bridge Rehabilitation. 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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PART A - INFORMATION AND INSTRUCTIONS

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

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm on Wednesday, December 5, 2018
Closing Time	3:00 pm on Wednesday, December 12, 2018

- 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
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.

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- If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

4.3 Proposals must not be submitted by fax.

4.4 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.

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

4.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

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

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

4.9 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.10 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

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

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

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

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a four-year period and will be extended as this project proceeds past implementation phases upon budget approval, or until project completion..

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

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- 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 impacts; 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%
Total	100%

- 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.

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- 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.

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

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.

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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.

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.

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1.0 INTRODUCTION

The City of Vancouver (the “City”) wishes to procure consulting services from an engineering firm/team with bridge inspection, design and rehabilitation experience to complete a comprehensive review, assessment and design for the rehabilitation, retrofit, and performance based seismic upgrading of the Cambie Street Bridge.

The scope of this RFP is to be completed over a 24 month period. However, a North Early Works Package for bridge piers located within or in close proximity to the Northeast False Creek (NEFC) infrastructure project’s initial construction limits is to be ready for tender by June 28th 2019.

1.1 PROJECT BACKGROUND

The Cambie Street Bridge (the “Bridge”), constructed in 1985, is one of Vancouver’s major gateway bridges crossing False Creek into the heart of the City carrying approximately 55,000 AADT. It is approximately 870 m long and is comprised of 21 spans carrying Cambie Street from 6th Avenue at the south end to Beatty Street at the north end.

The seismic detailing requirements of the current Canadian Highway Bridge Design Code (CAN-CSA-S6-14) are significantly more stringent and comprehensive than the requirements used for the original design.



Figure 1: Cambie Street Bridge

In 2009, with the development of the City Neighbourhood Energy Utility (NEU), a select number of bridge piers in close proximity to the energy center were seismically upgraded to capitalize on the facility excavation. The upgrade to the foundation bases consisted of new concrete encasement around the bases and new corrosion protected Dywidag bars which acted as mini-piles.

In 2013, a preliminary seismic assessment was completed to develop a better understanding of the bridge’s seismic performance and apparent and/or potential deficiencies. The foundations,

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columns and other structural components were identified as being deficient along with concerns with potentially liquefiable soils.

In 2014, geotechnical data was collected, and in 2015, a geotechnical seismic assessment was completed whereby it was concluded that liquefaction was a concern along the bridge alignment and ground improvement options were developed for consideration. The assessments recommended ground improvement measures at the pier columns supported on pile foundations.

1.2 PROJECT SCOPE AND EXTENTS

The seismic upgrading and rehabilitation of the Bridge is advancing, with the expectation that the design and overall construction phasing and planning strategies and all related background reports will be completed by August 31st 2020, to help inform future budgeting decisions, funding applications, and construction planning.

The analysis and design for the bridge will be a highly iterative process due to a number of factors, such as the expected level of performance of the bridge and the type of design earthquake selected for the analysis. The Proponents will need to take into account this iterative process and allow for the time required for the successful Proponent and the City to review numerous options for analysis and upgrades prior to deciding on a specific approach for upgrading the bridge.

It is expected that implementation of the upgrades will be advanced in phases and will start in 2023, with the exception of accelerating a North Early Works Package, which is to be included in the Northeast False Creek (NEFC) infrastructure project. This North Early Works Package is required by June 28, 2019 for tender and includes Issued for Tender drawings and Specifications.

As part of this RFP, the successful Proponent is required to provide consulting engineering services related to the following major categories of work:

- Project and Quality Management;
- Asset Management;
- Seismic Assessment and Design;
- Rehabilitation Work;
- Retrofit Work;
- Construction Planning Services;
- Tender Services;
- Construction Services;
- Close-out and Warranty Services.



Figure 2: Cambie Street Bridge Project Extents

1.3 PROJECT TIMELINE

The Scope of Work within this RFP will be completed by the successful Proponent over a period of 24 months. However, a **North Early Works Seismic Retrofit Package** for bridge piers located within or in close proximity to the NEFC infrastructure project's initial construction limits is to be ready for tender by June 28th, 2019.

Table 1 below, outlines a high level project timeline for informational purposes only; the City may adjust the schedule of concurrent work streams at its discretion.

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PART B - CITY REQUIREMENTS

Table 1: High-level Project Schedule

Scope of Work Item	Proposed Milestone Date
Project Start-Up	
Initial Kickoff Meeting	January 15, 2019
Assessment & Design Phase	
Seismic Assessment and Retrofit Concept Design	March 29, 2019
North Early Works Package: 50% Detailed Design Drawings & Specs	April 12, 2019
North Early Works Package: 90% Detailed Design Drawings & Specs	June 14, 2019
North Early Works Package: 100% Detailed Design Drawings & Specs	June 28, 2019
Functional Design Report	August 2, 2019
50% Detailed Design Drawings & Specifications	
90% Detailed Design Drawings & Specifications	
100% Detailed Design Drawings & Specifications	
Asset Management Report: Preliminary	
Asset Management Report: Final	
Implementation Phase	
Construction Planning	
North Early Works Package: Issued for Tender Submission	June 28, 2019
<ul style="list-style-type: none"> <i>The proposed dates for future phases and other milestones are to be discussed and agreed upon at a later date.</i> 	
<ul style="list-style-type: none"> <i>The proposed dates for provisional items shall be discussed and agreed upon at a later date.</i> 	
Earthquake Response Plan	
Earthquake Response Plan Live Test Participation	May 19, 2019

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PART B - CITY REQUIREMENTS

1.4 REFERENCE DOCUMENTATION

The background documentation pertaining to the Scope of Work is summarized in Table 2. These reference documents may be used by the Proponents for the preparation of their response to this RFP.

Table 2:

Document Name
1982 Original Geotechnical Report
1982 Soil Investigation for Proposed Southern Approach Connaught Bridge
1982 Geotechnical Cyclic Lateral Load Performance of Pile Groups on North Approach
1982 Proposed Cambie street Pump Station
1986 Structural Record Drawings
2001 Burrard Bridge Heritage Study (Example)
2002 Cambie Street Bridge West Sidewalk Widening Preliminary Design
2003 Median Replacement Drawings
2008 Cambie Street Bridge Seismic Upgrade for Southeast False Creek Energy Centre Construction Memo
2008 Seismic Condition Assessment & Summary
2008 Neighbourhood Energy Utility Centre (NEU) Stage 2 Preliminary Site Investigation including Bore Hole Review
2008 Foundation Seismic Retrofit at NEU - As-Built Drawings
2009 Bridge Pier Rehabilitation Environmental Action Plan
2010 Cambie to West Second Ave Off-Ramp Construction Drawings
2010 RipRap Reinstatement at Pier W7 and Marine Channel Piers Drawings
2010 Olympic Village Station Civil As-Built Drawings
2010 Structures Project Closeout Summary Report - Seismic Upgrade at NEU (Piers A5, W14, E14, B5)
2013 Seismic Assessment - Phase 1
2013 Cambie Bridge Summary Sheet
2013 Bridge Deck Condition Assessment Ranking
2013 Post Disaster Inspection Manual for Cambie Street Bridge
2014 Cambie Street Bridge and South Shoreline False Creek Geotech Assessment and Report
2015 Guide for Inspection using the DRU Rating System

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PART B – CITY REQUIREMENTS

2015 South Approach Spans Seismic Liquefaction Assessment and Ground Improvement Options
2017 Detailed Visual Inspection
2017 CoV Seismic Performance Drawing Template
2018 Seismic Performance Drawing Template
Project Execution Plan Template
Coastal Flood Risk Assessment Documentation - available upon request
Rainfall Intensity Data - available upon request
Miscellaneous Geotechnical Reports: <ul style="list-style-type: none">• 89 Nelson Street - the Arc Area 5B West• 429 West 2nd Ave• 495 West 6th Ave• 510 Commodore Rd• 928 Beatty St - Pacific Place Area 5F• 980 Cooperage Way - Pacific Place Area 6A• 1010 Pacific Boulevard• 1033 Marinaside Crescent - Pacific Place Area 4FG• 1088 Marinaside Crescent - Pacific Place Area 4• 1098 Cambie - Pacific Place Area 5ABCD• 1890 Spyglass Place• 2211 Cambie Street• 2290 Cambie Street• East of Cambie Bridge - Pacific Place Area 5B East

2.0 SCOPE OF WORK

The successful Proponent is responsible to provide Consulting Engineering Services as outlined in sections below.

2.1 PROJECT & QUALITY MANAGEMENT

Project and quality management will be required throughout the project with the primary functions listed in the following sections:

2.1.1 Project Management

The successful Proponent is required to prepare a **Project Execution Plan (PEP)** at the onset of the Project. The PEP contains key information about the Scope of Work including identification of risks, scope/work breakdown, quality management, scheduling/sequencing, financials, team organization, stakeholder management, and project close-out.

The PEP shall outline management of documents/deliverables/designs, provide an overview of personnel and authorities, identify interactions, indicate reporting structures, and identify how schedules will be met and include the following:

- Quality management plan;
- Project schedule;
- Communications plan;
- Risk register;
- Stakeholder register;
- Issues log; and
- Project status reporting.

Throughout the Proponent's RFP response, they are to incorporate how these project management tasks will be integrated throughout the Project.

A Project Execution Plan template that is utilised at the City for capital Projects can be found in the reference documents (and covers the majority of project management elements outlined above). It is expected the Successful Proponent's Project Execution Plan will be of an equivalent standard or better, in terms of content covered and level of detail. The PEP shall be updated on an ongoing basis by the Successful Proponent and may include changes directed by the City Project Manager.

2.1.2 Project Kickoff Meeting

The Successful Proponent will be required to conduct a 2 hour kickoff meeting to formally introduce all team members, summarise works completed within the first month of engagement, and discuss how the Successful Proponent will deliver the full Scope of Work.

The meeting will be located at 507 W Broadway, Vancouver. Meeting minutes are to be taken by the Successful Proponent's team and be distributed to the City Project Manager within 72 hours.

2.1.3 Ongoing Project Management Meetings

The Proponent is to assume that a 1.5 hour Project check-in meeting will be occurring once every two weeks with the City Project Manager (and other City staff as required) for the first 6 months. The frequency of the check-in meetings shall be reduced to a 1.5 hour meeting every month thereafter. It is expected that the Successful Proponent will be preparing/distributing an agenda at least 48 hours in advance of this meeting and will be responsible for taking meeting minutes and having them distributed to the City Project Manager within 72 hours.

2.1.4 Comment Tracking, Design Submission and Ensuring Quality Control

The Successful Proponent must consolidate, track and resolve comments through the design progress. This includes comments from the City and key external partners/stakeholders such as adjacent land and asset owners.

In particular, each submission must include an up-to-date list of all comments received to-date. Every previous comment made must have a corresponding response from the Successful Proponent team in terms of whether an update has been made into the new design submission, further consideration of that comment is required (and is not essential to progress the design) or the comment has been closed/has not been considered further.

Deliverables for Project and Quality Management:

- Draft Project Execution Plan: **within one (1) month of contract award**
- Final Project Execution Plan
- Draft Schedule for the various design packages

2.2 ASSET MANAGEMENT

The asset management scope of work is intended to include the collection of baseline structural condition data and information pertinent to the site in close proximity to the bridge. The Asset Management Scope of Work includes:

2.2.1 Detailed Visual Inspection

Over the past ten years, the City has been collecting records for its Bridge Inspection Inventory. This data helps the City understand its current and future bridge needs. The Successful Proponent is expected to perform a detailed visual inspection of the entire bridge, including on and off ramps, and provide all necessary information to help populate the City's Bridge Inspection Inventory.

The purpose of the **Detailed Visual Inspection** is to document the current state of the bridge, identify and quantify any observed defects and assign degree, relevancy, and urgency rating (DRU rating) to each identified defect, provide maintenance and/or repair recommendations, track previously identified deterioration, update bridge condition indices, and supplement inspection information obtained previously outside of the Scope of Work in this RFP (see Figure 3).

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- Description of testing, conditions, methods employed, a determination of failure mechanisms (if identified), prediction of remaining service life, test data, and recommendations related to repair, maintenance and displacement;
- High level replacement cost; and
- Bridge condition index value.

Please refer to the "Guide for Inspection Using the DRU Rating System", dated September 2015, for information on rating defects with Degree Relevancy and Urgency ("DRU") ratings.

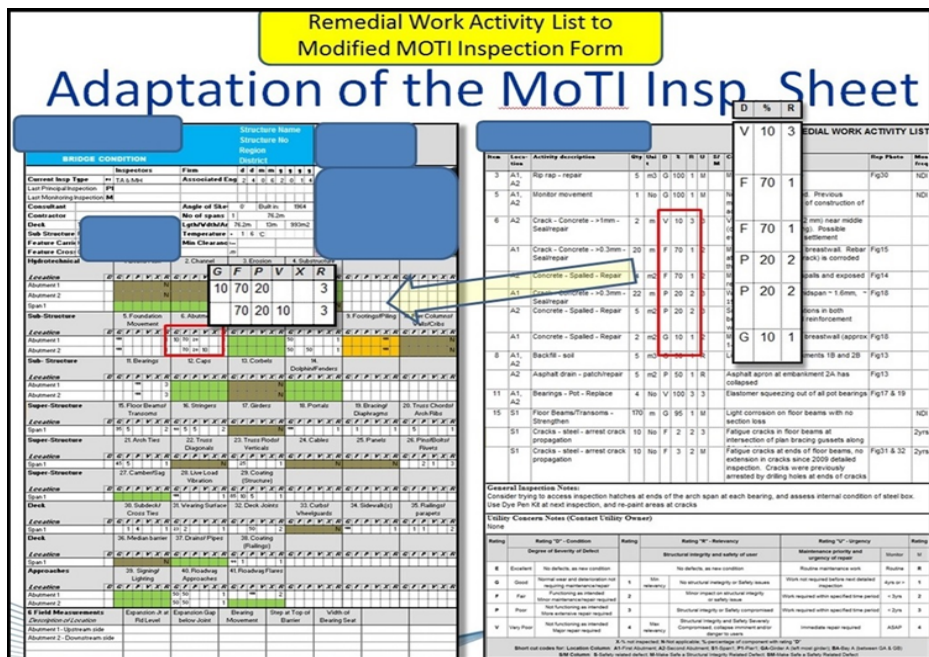


Figure 4: Example Remedial Work Activity List

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Figure 5: Example Modified MOTI to MOTI Inspection Form

2.2.2 Material Testing Program

The successful Proponent shall complete a **Material Testing Program** to address the deteriorated elements of the bridge with sufficient detail to be able to provide a general update and identify trends as well as support the lifecycle analysis of the concrete bridge deck and overall bridge concrete condition.

a) The successful Proponent shall:

- Develop and execute a **Limited Concrete Testing Program** on characteristic bridge elements' material properties for developing baseline condition/profile and appropriate repair schemes. The testing program shall include, but shall not be limited to, chloride ingress, half-cell potential, carbonation, cover measurements, material strength etc.;
- Conduct a **Delamination Survey** of the structure and **Quantity Take-Offs** in sufficient detail for tender of proposed repair work. The detailed inspection and delamination surveys shall be summarized in a report; and
- **Review of the Post-Tensioned Ducts** to assess and develop a non-destructive testing program (scope of work, specification, procedures). The execution of the non-destructive program would be advanced, if deemed warranted, through a change process or through a separate RFQ process.
- The successful Proponent's key deliverable is a **Detailed Report of the Testing Plan**, including methodology, testing results, summary and comparison to previous results (in tabular and graphical form) and recommendations for preventative maintenance and repairs. The report may be incorporated with the **Detailed Visual Inspection Report** (see section 2.2.1) as appropriate.

2.2.3 Telecommunication and Electrical System Assessment

The successful Proponent shall complete an assessment and testing of the electrical systems on the bridge including, but not limited to:

- Condition assessment of all roadway and pedestrian lighting infrastructure, including, but not limited to poles, conduits, cables, junction boxes, fixtures, anchor bolts, and foundations;
- Non-destructive testing of both the roadway and pedestrian luminaire pole bolts/bases.
- Feasibility assessment of replacing all roadway and pedestrian lighting poles, fixtures, and associated infrastructure (conduits, junction boxes, foundations, and anchor bolts as required). The Proponent shall also include upper design limits for the overall size (width, height etc) and weight of the light poles and appurtenances (banners, signs, etc) and bases that can be used on the bridge without exceeding the existing capacities of the structure.
- Feasibility assessment of installing new conduit systems for power distribution and fibre-optic communications. Conduit path should interface with poles/foundations wherever feasible for future smart City initiatives.
- Feasibility assessment of whether the existing electrical distribution system can be utilized for new **Seismic Monitoring System** installation (see section 2.3.6).

The Proponent shall summarize their findings in a **Technical Memorandum**.

2.2.4 Load Rating

The successful Proponent shall complete a load rating of the Bridge in accordance with CAN-CSA-S6-14. The load rating shall be conducted for additional vehicles, including the Vancouver Fire and Rescue Services "Smeal" ladder truck and quint. For these load cases, the City expects that they can be allowed to use the bridge as "Permit Bulk" type traffic. The Successful Proponent shall develop criteria with related commentary that shall apply to these vehicles such that they will be allowed to transit the structure, should the load ratings identify any code related deficiencies.

The load rating shall also include a newly proposed configuration of a widened sidewalk on the southbound to westbound West 2nd Avenue ramp at South spans. This configuration shall be assessed separately.

The successful Proponent is required to submit a **Load Rating Report** that lists assessment criteria, assumptions, a brief description of the bridge model, and discussion of the results. The report shall specifically discuss the Vancouver Fire and Rescue Services vehicles and provide solutions regarding how the trucks can use the bridge for emergency response. Live Load Capacity Factor ("LLCF") tables are to be appended to each report.

2.2.5 Archaeological Assessment

The successful Proponent shall identify known archaeological and historical sites and the potential of encountering them within the project area.

The Proponent shall summarize their findings in an **Archaeological Technical Memorandum**.

Proponents should propose to use one of the following companies for archaeological services:

- Golder Associates Ltd.
- Inlailawatash Forestry LP
- Kleanza Consulting Ltd.

- Sources Archaeological & Heritage Research Inc.

2.2.6 Habitat Assessment

The successful Proponent shall complete a **Habitat Assessment Report** along the Bridge alignment to identify marine and/or wildlife sensitive areas. The assessment shall document project impacts to the marine life and wildlife, identify and propose mitigation measures, determine permitting requirements, and inform construction staging and scheduling impacts to ensure a successful delivery of future project construction phases.

The City is committed to reducing impacts to the environment and for the purposes of this project, if the environment/habitat is disturbed, it should be restored in a manner that is equal to or better than it existed prior to being disturbed.

2.2.7 Lifecycle Analysis

In conjunction with conducting and collecting required data for the **Detailed Visual Inspection and Material Testing Program**, the successful Proponent shall prepare a **Life Cycle Assessment (LCA) Report** for the Bridge. The goal of the LCA report is to provide the City with approximate schedule and cost of upcoming/anticipated maintenance, retrofit and rehabilitation works over the remaining lifespan of the Bridge, which is expected to be 50-75 years. The City intends to use the report as a guideline to help plan for the Bridge's future needs and to help understand the pros and cons of maintaining and repairing an aging structure as it approaches closer to its end-of-life phase. The City would also like to have a better understanding of the cost and environmental effects of the Bridge's end-of-life treatment options.

2.2.8 NEU Hot Water Storage Unit Feasibility Assessment

The successful Proponent shall assess the feasibility of installing a new hot water storage unit for the City Neighbourhood Energy Utility (NEU). The proposed hot water storage unit shall be 10 meters in diameter and 15 meters high. The Proponent shall review structural impact of the unit on the existing foundations, NEU structure, as well as the bridge's overall seismic performance. In addition, the Proponent shall provide recommendations for the best location for the storage unit, in order to minimize structural upgrade costs and disruption to the bridge's phased construction. The Proponent shall summarize their findings and provide conceptual design drawings for the unit in a **NEU Hot Water Storage Unit Feasibility Report**.

2.2.9 PIEVC "light" Engineering Protocol Assessment (Provisional)

Public Infrastructure Engineering Vulnerability Committee (PIEVC) Engineering Protocol is a structured procedure that uses standard risk assessment methodologies to assess and fully document the vulnerability of infrastructure to the impacts of current and future climate. PIEVC Protocol was developed by the Engineers Canada, in partnership with Natural Resources Canada.

Recognizing that this type of assessment can be very involved, the City wishes to perform a PIEVC "light" assessment for the purposes of completing a risk assessment, and exposing internal staff to the fundamentals of this approach (but limiting engagement to City internal stakeholders such as Public Works, Planning, Emergency Responders, and narrowing the focus on transportation, environmental and seismic risks).

The successful Proponent shall follow the five step process to analyze the engineering vulnerability of the Cambie Bridge (see Figure 8 for the five steps of the Protocol). The Proponent shall complete a **PIEVC Engineering Protocol Assessment** as it relates to current climate information and future climate change (including the bridge's vulnerability due to possible coastal flooding).

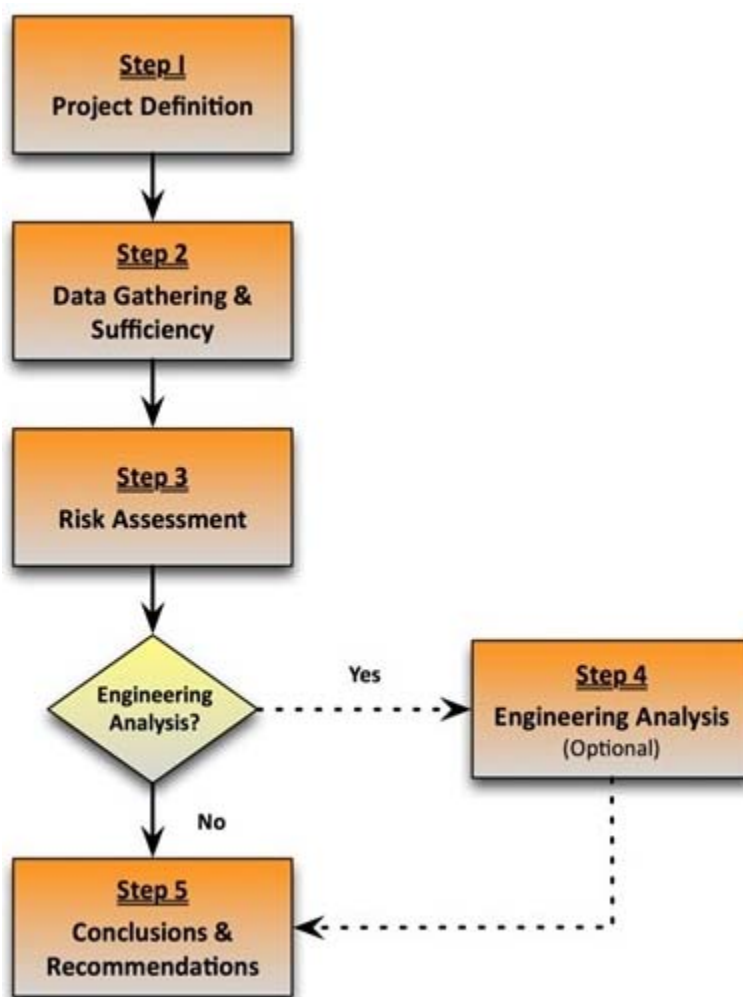


Figure 8: Five Steps of PIEVC Engineering Protocol

The assessment must include estimates of the severity of climate impacts on the bridge components (i.e. deterioration, damage or destruction) to enable the identification of higher risk components and the nature of the threat from the climate change impact. The assessment shall be summarized in a **Technical Memorandum**, including recommendations identifying what components require adaptation, as well as how to adapt them (e.g. design adjustments, changes to operational or maintenance procedures etc).

As the bridge carries several pieces of critical infrastructure and emergency services, the successful Proponent shall prepare and lead a One-Day Workshop for the bridge's stakeholders. The workshop shall focus on educating and raising awareness of possible risks and defining clear objectives and values of the stakeholders involved. The Proponent shall also conduct a **Post-Workshop Follow-up Meeting** with the City and provide a **Workshop Summary Report** that would summarize unresolved data gaps and aspects of particular uncertainty between all the stakeholders involved. The report shall also include recommendations on next steps for specific stakeholders.

2.2.10 Urban Design Guidelines (Provisional)

The successful Proponent shall prepare **Urban Design Guidelines** for the bridge. The guidelines shall provide a direction on the overall design appearance of any bridge attachments, including

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railings, light poles, conduits and ducts. The guidelines should consider impacts on views, visibility and general appearance of the attachments, as seen from surrounding properties, and impacts on the overall architectural design of the bridge. The guidelines should also address general urban design concerns, such as possible impact on the general public realm, streetscape or overall urban environment.

2.2.11 Historical Report – Connaught Bridge (Provisional)

The successful Proponent shall complete a **Historical Report** for the Connaught Bridge that was replaced by the Cambie Bridge in the 1980's. The report shall:

- Provide background history on the Connaught Bridge design and construction and its historic value and legacy as it relates to the Cambie Street Bridge.
- Provide background history on the Cambie Street Bridge design and construction.

Please refer to the provided Burrard Bridge Heritage Study for reference.

2.2.12 Asset Management Report

The successful Proponent shall complete an **Asset Management Report** that summarizes the detailed visual inspection, materials testing program, load rating of the bridge, as well as other assessments specified above. The report shall further include results of the retrofit, rehab and seismic preliminary designs per the **Functional Design Report** (described in a following section).

Deliverables for Asset Management:

- Assessment Management Report, including:
 - Detailed Visual Inspection with Detailed Condition Assessment Report
 - Material Testing Program
 - Limited Concrete Testing Program
 - Delamination Survey and Quantity Take-Offs
 - Review of the Post-Tensioned Ducts
 - Detailed Report of the Testing Plan
 - Telecommunication and Electrical System Assessment & Technical Memorandum
 - Load Rating Report
 - Archaeological Technical Memorandum
 - Habitat Assessment Report
 - Lifecycle Analysis Report
 - NEU Hot Water Storage Unit Feasibility Assessment Report
 - Provisional: PIEVC “light” Engineering Protocol Assessment
 - Technical Memorandum
 - PIEVC Workshop
 - Post-Workshop Follow-up Meeting
 - Workshop Summary Report

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- Provisional: Urban Design Guidelines
- Provisional: Historical Report - Connaught Bridge

2.3 SEISMIC ASSESSMENT AND DESIGN

The following section includes work most pertinent to the assessment and seismic design for the bridge. The sub tasks include:

2.3.1 Seismic Assessment and Retrofit Concept Design

The successful Proponent shall complete a **Seismic Assessment and Retrofit Concept Design** for the Bridge, including all on- and off-ramps, with recommendations on the best achievable earthquake performance levels as per CAN-CSA-S6-14. The seismic assessment shall include both "other" and "major-route" bridge importance categories to evaluate the technical feasibility and incremental cost to achieve the desired performance criteria for implementation.

Performance based design is required, and design and analysis shall be based on a major-route irregular type bridge.

The assessment should provide the rationale used to ensure the recommended earthquake performance of the bridge would not require substantial upgrades within the next 20 years after this seismic upgrade. The selection of the preferred earthquake performance level for the entire bridge will be an iterative process between the Consultant and City of Vancouver and will likely require multiple drafts and revisions prior to finalizing the report.

The successful Proponent shall develop **Seismic Retrofit Concepts** such that the bridge meets the performance requirements per Table 4.15 and Table 4.16 of CAN-CSA-S6-14. If retrofitting of the structure to meet CAN-CSA-S6-14 is not economically feasible for either of the two bridge importance categories, the Proponent, in discussion with the City, may propose retrofit schemes to meet alternate targets; however, in each circumstance, the performance levels and incremental costs to achieve agreed upon performance levels for all three returns periods must be identified.

As part of the **Seismic Assessment and Retrofit Concept Design**, the successful Proponent shall provide a **Seismic Retrofit Concept Strategy Report** per the Ministry's supplement to CAN-CSA-S6-14 Section 4.12.5 which shall include:

- **Seismic Performance Drawing** for existing and upgrade options, including estimated costs for the upgrade options.
- **Seismic Vulnerability Assessment** for each of the upgrade options. The assessment shall include estimates of seismic deformation, potential liquefaction triggering or cyclic softening, potential for lateral deformation, and post liquefaction settlement.
- **Seismic Monitoring Strategy Memorandum** related to implementation of a tiered seismic monitoring system. The memo should include various monitoring concepts ranging from "bare-bones" (one free field accelerometer and one accelerometer fixed to the structure) to baseline (measurement of a minimum number of response components to gain data from each representative structure type, to enhanced instrumentation options where each distinct structural section is instrumented). The **Seismic Monitoring Strategy Memorandum** should provide preliminary/estimated costs for the design, procurement, installation, and maintenance for all the concepts.
- **Summary of Key Challenges** that may arise during the implementation of the structural upgrades, such as the existing Pump Station and other adjacent structures that house nearby facilities like the NEU.

2.3.2 Seismic Upgrade Design

The successful Proponent shall advance the preferred concept as agreed to and identified in the seismic retrofit concept strategy report. This shall include all required retrofits to the bridge foundations, sub and superstructure as well as any geotechnical or ground improvements.

In addition to the completion of the seismic design, the **Seismic Aftershock Capacity** shall be documented in a brief report summarizing the remaining capacity, analysis methodology and service vehicles (fire truck - ladder, CMBC fleet, Public Works vehicles, and other) that are capable of using the bridge after each given design earthquake;

The Proponent shall include an optional work item for **Time History Analysis** to be completed for the detailed seismic design of the structure. The selection of time history records for analysis must include the subduction earthquake event as part of the analysis.

It is anticipated that the implementation of the Seismic upgrading will progress in multiple phases, currently assumed to consist of four (4) discrete construction packages (**Figure 6**) including:

- North Early Works;
- North Spans;
- Marine Spans; and
- South Spans.

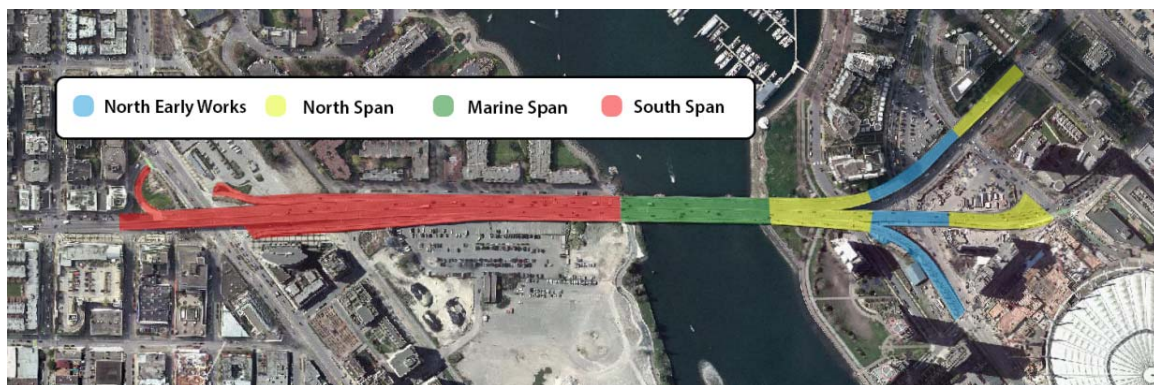


Figure 6: Anticipated Cambie Street Bridge Construction Packages

The construction and drawing packages are to be prepared accordingly, to support a phased procurement approach. Other rehabilitation and retrofit packages of work will be advanced to construction as funding permits. They should be developed in such a manner to facilitate ease of addition or removal of tender packages.

2.3.3 Seismic Upgrade Design - North Early Works Package

The **North Early Works Package** is required to be advanced first, by June 28, 2019, so the seismic retrofit for select bridge piers can be delivered as part of the Northeast False Creek Infrastructure Project (NEFC). **Figure 7** below outlines the primary, secondary and tertiary piers (in order of importance) that may need to be seismically upgraded as part of the North Early Works Package. The **North Early Works Package** shall be primarily focused on ground or sub ground plane retrofits to support the City's "Dig Once" policy and shall include the "primary and secondary" piers. Consideration shall also be given to allowing for pier retrofits or access provisions to allow for ease of access to the structure in the future after the ground plane has been restored.

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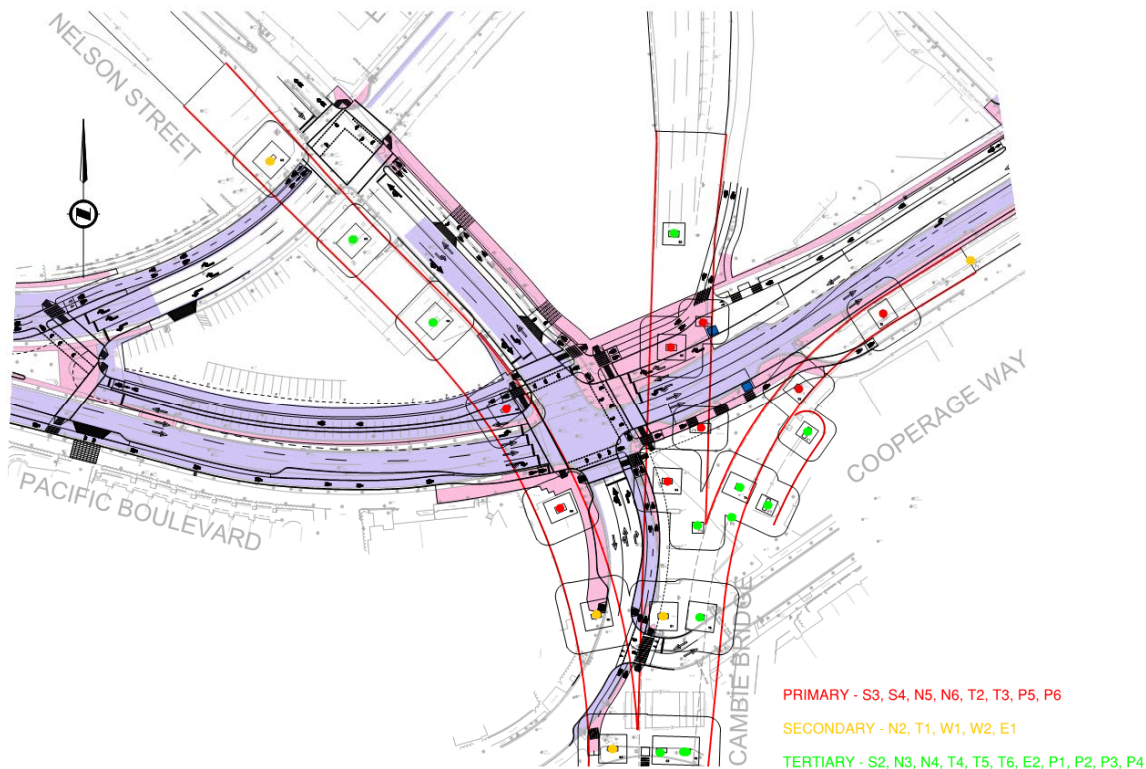


Figure 7: North Early Works Package Piers

The successful Proponent shall prepare 50%, 90%, and 100% drawings and specifications as per the design submission requirements outlined in this RFP for the **North Early Works Package** defined above.

2.3.4 Geotechnical and Environmental Assessment & Upgrades

The successful Proponent shall evaluate the potential for liquefaction of the foundation soils, develop models, soil parameters, and perform sufficient analysis to properly assess the soil-structure interaction and support the advancement of the **Seismic Assessment and Retrofit Design**. In addition, and as it is expected that there will be significant excavation or ground improvements required to support the seismic upgrade, assessment and classification of the soil contamination is required.

The successful Proponent shall:

- Review all available existing geotechnical reports and memos.
- Perform a liquefaction assessment and evaluate the potential for loss of access resulting from an abutment structural failure, adjacent slope failure, or approach fill settlement.
- Develop models, soil parameters and perform sufficient analysis to support the advancement of the seismic retrofit concept design and detailed seismic design.
- Summarize all findings and interpretations and recommendations in a **Geotechnical Report**.
- Review the existing condition of the undisturbed soil and provide an **Environmental Assessment** on whether the soil is contaminated and how the contaminated soil should

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be disposed of (if required). Any design at the north bridge spans shall be coordinated with the Pacific Place Remediation Group.

- Provide a **Contaminant Management Framework Plan** for the north spans, in conjunction with the Pacific Place Remediation Group, and the south spans.

It is expected that the geotechnical evaluations can initially be conducted as a desktop study. If further in-situ soil testing is required, the successful Proponent shall provide cost for any additional field investigation.

2.3.5 Ground Condition Monitoring

The successful Proponent shall install two piezometers at the North and two at the South approaches. Currently, the City has limited information on the existing water table levels in the area. The Proponent shall provide annual monitoring over the next 5 years, in order to collect, inform, or confirm design assumptions. The Proponent shall produce a technical memo annually for the City summarizing their findings.

If there is a benefit to extending the monitoring program, the Proponent is to identify the value and propose a timeline for the extension. All fees and costs associated with the extension shall be documented as a separate **Provisional Task Item**.

2.3.6 Seismic Monitoring System Design and Training

Based on the findings and discussion with the City after completion of the **Seismic Monitoring Strategy Memorandum** (see section 2.3.1), the successful Proponent shall design and coordinate the installation of a new **Seismic Monitoring System**. The proponent is to assume the design of an enhanced monitoring system that also includes the capability to tie into and support an early warning system. This shall include coordinating all requirements with City of Vancouver's Traffic and Data Management branch. The installed system must be fully compatible with City of Vancouver's current traffic control system and BC's Ministry of Transportation (MoTI) Smart Infrastructure Monitoring System (BC SIMS).

The successful Proponent shall provide training and support for City of Vancouver staff for two (2) years after installation to assist the City of Vancouver and MoTI in developing a standard for collecting, maintaining and retrieving the seismic information obtained from the system.

The successful Proponent shall assist MoTI, City of Vancouver and University of British Columbia in developing a standard for collecting, maintaining and retrieving the seismic information.

Deliverables for Seismic Assessment and Design:

- Seismic Assessment and Retrofit Concept Design: **March 29, 2019**
- Seismic Retrofit Concept Strategy Report, including:
 - Seismic Performance Drawing
 - Seismic Vulnerability Assessment
 - Seismic Monitoring Strategy Memorandum
 - Summary of Key Challenges
- Seismic Upgrade Design
 - Detailed Design Documentation
 - 50% Drawings and Specifications
 - 90% Drawings and Specifications

- 100% Drawings and Specifications
 - North Early Works Package: June 28, 2019
 - Aftershock Capacity
 - Time History Analysis
- Geotechnical and Environmental Assessment and Upgrades
 - Geotechnical Report
 - Environmental Assessment
 - Contaminant Management Framework Plan
- Ground Condition Monitoring
- Seismic Monitoring System Design and Training
- Provisional: Extension of Ground Condition Monitoring beyond 5 years

2.4 REHABILITATION WORK

The Rehabilitation Scope of Work includes:

2.4.1 Expansion Joint Replacement

Based on the results of the **Detailed Visual Inspection** (see section 2.2.1), and the **Seismic Assessment and Upgrade Design**, the successful Proponent shall provide design for the replacement of the expansion joints on the Bridge. In developing a suitable expansion joint rehabilitation design, the consultant shall also consider rapid and easy installation, as well as environmental (noise propagation) and seismic performance of the expansion joint. The selection of the suitable joint system shall be documented in a **Technical Memorandum**.

2.4.2 Concrete Repair Program

The successful Proponent shall devise a **Concrete Repair Program** to address the deteriorated concrete on the bridge, in coordination with the **Detailed Visual Inspection** (see section 2.2.1) and **Materials Testing Program** (see section 2.2.2). The plan shall focus on repairs in two general locations: at/above the bridge deck and all areas below the bridge deck, including a strategy for carrying out the repairs (including crack injection), access provisions, environmental, and traffic management concerns. In areas where there is concrete deterioration near the joints, the plan should take into account that the concrete components can be repaired only once the expansion joints are replaced. The repair plan shall be summarized in a **Technical Memorandum** and a **Schedule of Quantities, Specifications and Repair Procedures** shall be prepared.

2.4.3 Deck Rehabilitation Options Assessment and Design

The bridge deck of the Cambie Bridge is in relatively good condition; however, it is expected that, over the next decade, a rehabilitation plan should be considered to extend the life of the bridge deck. Using the information collected through the **Asset Management** scope of work, the successful Proponent is to develop and compare the cost benefit of rehabilitation options such as patching, patching and conventional concrete overlay, thin lift polymer overlay, all options with or without sacrificial anodes. The comparison shall include but not be limited to:

- Capital costs
- Traffic impacts

- Service life of repair

For the purposes of developing a fee, the rehabilitation design shall be based on design and specifications for patching with a thin lift polymer-type overlay with sacrificial anodes.

2.4.4 Other Minor Rehabilitation Work

b) The successful Proponent shall also prepare preliminary designs for:

- **Stabilization of Settlement at the North Approach:**

Due to presence of softer soils, the deck at the North approach has been showing signs of settlement. The City has been filling in the gap between the existing deck and the settling soil with additional asphalt. Informed by the **Geotechnical and Environmental Assessment and Upgrades**, the successful Proponent shall prepare cost effective design options for stabilization of the settlement at the North approach. The work should be advanced through to preliminary and detailed design phases.

- **Marine Navigation Lighting Replacement:**

The existing marine navigation lighting under the bridge is aging. The successful Proponent shall design and plan for the replacement of the existing lighting.

2.4.5 Additional Rehabilitation Design

During completion of the Scope of Work, if additional rehabilitation design is identified, the successful Proponent shall provide hourly rates in Table 3 - Fee Table, so additional scope of work can be completed on a time and materials basis.

Deliverables for Rehabilitation Work:

- Expansion Joint Replacement
- Concrete Repair Program
- Deck Rehabilitation Options Assessment and Design
- Stabilization of Settlement at the North Approach
- Marine Navigation Lighting Replacement

2.5 RETROFIT WORK

The Retrofit Scope of Work includes:

2.5.1 Median & Vehicle Containment Barriers & Pedestrian Exterior Railings

The City would like to better understand the current state (condition and performance) of the existing median and vehicle containment barriers on the Bridge. In addition, the railings are currently substandard and an assessment of the pedestrian exterior railing is required, including upgrade design to a combination barrier.

The successful Proponent shall:

- Perform an overview inspection of the bridge to become familiar with the general condition of the vehicle containment barriers, railings and respective structural system;

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- Determine the load capacity of the existing systems as if it were in an “as new” condition and compare this to the required performance of the prevailing code CAN-CSA-S6-14;
- Review the feasibility of and develop upgrade concepts to bring the existing barriers and railings up to current code and assess feasibility of relocating the median and vehicle containment barriers to alternate locations within the bridge’s cross section, to facilitate lane re-allocation/programming for different modes;
- Develop cost estimates for the fabrication, and installation of the developed concepts including engineering costs; and
- Provide a **Summary Report** outlining the scope of work, design criteria, reference documents, concepts, sketches, and cost estimates.
- Advance the design of the **Pedestrian Exterior Railings** through to the Preliminary. The Detailed Design Phase shall be considered provisional, due to potential coordination with the means prevention upgrade.
- Advance the design of the **Median & Vehicle Containment Barriers** through to the Preliminary Design Phase only. Detailed Design Phase for this work is considered to be a **Provisional Scope of Work** item.

2.5.2 Pan-Tilt Zoom Cameras

The successful Proponent shall complete a design for the installation of two (2) pan-tilt-zoom (PTZ) cameras on the bridge. The cameras shall be integrated into the City fibre and camera network control system. The location of the cameras will generally be located in such a manner to provide coverage of the bridge deck and sightlines up and down the inlet. If mounting to an existing light pole is not feasible, a stand-alone pole and base shall be designed.

2.5.3 Conduit Duct Bank Design

The successful Proponent shall assess and complete a **Conduit Duct Bank Design** to accommodate City’s telecommunications and electrical distribution systems, as well as provide for the demands from other telecommunication cables requesting a new crossing of False Creek. In addition, the duct bank shall accommodate proposed pan-tilt-zoom camera wiring, seismic monitoring system and any other electrical and telecom wiring/conduits necessary for the structure’s upgrades and retrofits. The design should include an architectural enclosure and shall be installed along the entire East side of the bridge. The successful Proponent shall identify areas of landing and tie-in to adjacent infrastructure on both ends of the bridge and include design and development strategy for implementation of the works.

2.5.4 Sea Level Rise & Climate Change Adaptation Assessment & Upgrades Design

The successful Proponent shall complete a vulnerability and risk assessment of the impacts of climate change on the bridge and identify individual components of the bridge that may require adaptation measures. It is expected that sea level rise, increased storm surge, and intensified rain patterns may contribute to the vulnerabilities of the primary components or ancillary components of the bridge.

The Proponent is to assume that upgrades to piers (due to splash zone change) or erosion protection are expected. In addition, modifications to the drainage systems (pipes, catch basin location, size and quantity, etc) are expected in order to meet the higher demand for rain water collection and distribution.

Upgrades are to be advanced through to the completion of the detailed design.

2.5.5 Habitat Enhancement Program

Informed by the **Habitat Assessment**, the successful Proponent shall develop design criteria, and reporting metrics to gauge the impacts of construction/designs on the existing natural habitat (avian and aquatic). The focus shall be in the inlet (in water and along the foreshore).

Where designs impact the natural habitat, a restoration program shall be designed to ensure net positive impacts to the environment. This shall be considered the baseline program.

As there is likely an opportunity for significant improvements to habitat, a concept design and a feasibility-level report that describes the nature of the significant level of improvement, the increased net benefit, incremental costs shall be prepared.

2.5.6 Means Prevention Upgrade

The successful Proponent shall complete a feasibility assessment for means prevention fencing and crisis phone (4 locations) installation. This includes the development of at least three (3) concepts and advancement of one (1) concept through to and including preliminary design. The assessment and design is to include cost estimates for the fabrication and installation of the developed concepts including engineering costs. Time should be allocated to conduct two (2) workshops to confirm or elicit feedback from a defined group of stakeholders identified during the feasibility and preliminary design stages (such as City's first responders, engineering and planning staff).

The successful Proponent shall provide a **Summary Report** outlining the scope of work, design criteria, reference documents, concepts, sketches, and cost estimates.

Once the concept is agreed upon, the advancement of the Means Prevention Upgrade design to completion is part of the **Provisional Scope of Work**.

2.5.7 Additional Retrofit Work

During completion of the Scope of Work, if additional retrofit work is identified, the successful Proponent shall provide hourly rates in Table 3 - Fee Table, so additional scope of work can be completed at time and materials.

Deliverables for Retrofit Work:

- Median & Vehicle Containment Barriers and Pedestrian Exterior Railings Design (Preliminary Design Only) with Summary Report
- Pan-Tilt Zoom Cameras Design
- Conduit Duct Bank Design
- Sea Level Rise & Climate Change Adaptation Assessment & Upgrades Design
- Habitat Enhancement Program
- Means Prevention Upgrade (Preliminary Design Only) with Summary Report
- Provisional: Median & Vehicle Containment Barriers and Pedestrian Exterior Railings Design (Detailed Design)
- Provisional: Means Prevention Upgrade (Detailed Design)

3.0 PHASING

3.1 ASSESSMENT AND FUNCTIONAL DESIGN PHASE

The Proponent shall complete the asset management work, the seismic assessment and retrofit concept strategy report, and advance all of the seismic, rehabilitation, and retrofit works through to preliminary design.

In order to provide a holistic summary of all of the contemplated works in one succinct document, a **Functional Design Report** shall be prepared.

The **Functional Design Report** shall include, but not be limited to the following tasks:

- Description
- Approach
- Summary of key issues or challenges
- Preliminary design drawings
- Class D estimates
- Anticipated construction schedule
- Appendices that include individual task reports and technical memorandums

Deliverables for Assessment and Functional Design Phase:

- Function Design Report (including Preliminary & Detailed Designs, Cost Estimates, Construction Schedules for Scope of Work outlined in Sections 2.3, 2.4, and 2.5)

3.2 DETAILED DESIGN PHASE

The successful Proponent shall complete detailed designs for all tasks as outlined in the seismic assessment and design, rehabilitation, and retrofit scope of work sections, with the exception of a few provisional items, which may only need to be complete to preliminary design phase. The following items from the above scope of work sections are considered to be provisional:

- PIEVC "light" Engineering Protocol Assessment
- Urban Design Guidelines
- Historical Report - Connaught Bridge
- Extension of Ground Condition Monitoring beyond 5 years
- Median & Vehicle Containment Barriers
- Means Prevention Upgrade Detailed Design

The designs shall be prepared in general conformance with the City's Engineering Design Manual, Standard Detail Drawings, and Construction Specifications where applicable. All design submissions are to have a formal quality review by a suitably qualified individual, or individuals, not involved in the original development of the designs before submission to the City. In addition, due to the nature and size of this project, an **Independent Review** by a third-party qualified individual(s) is required. Evidence of these checks is to be provided by way of a signed cover letter included with the **Design Brief**.

The successful Proponent shall submit both hardcopy (half-size) and electrical copies of all design submissions. All documents produced by the successful Proponent will become the property of the City and as such will be subject to disclosure under the provisions of the Freedom of Information &

Protection of Privacy Act. All input files and technical analysis used in developing the designs will be provide to the City for City records.

3.2.1 Design Brief & Independent Review of Structural Designs

The successful Proponent shall provide a **Design Brief** for the Scope of Work for the Bridge including, but not limited to:

- an outline of the design codes, design and performance criteria, parameters and loading data, design philosophies, design team information, etc;
- a description of the bridge including span configuration, retaining walls, substructure, superstructure, articulation systems, seismic load path, seismic restraints and seismic detailing;
- a description of maintenance and aesthetics considerations;
- a description of sustainability considerations;
- a description of computer models used for analysis and design; and
- a clear description of the seismic design methodology.

At completion of the detailed design phase, the successful Proponent shall provide evidence that an **Independent Review of Structural Design** was completed in general conformance with EGBC Quality Management Guidelines.

Deliverables for Detailed Design Phase:

The Detailed Design deliverables are to include the Scope of Work outlined in Sections 2.3, 2.4, and 2.5. The design shall be presented at the following Detailed Design Phases and shall include drawings and specifications:

- 50% Drawings and Specifications
- 90% Drawings and Specifications
- 100% Drawings and Specifications
- North Early Works Package: June 28, 2019
- Design Brief
- Independent Review
- Construction Cost and Schedule Estimates

3.3 CONSTRUCTION PLANNING SERVICES

It is anticipated that the implementation of the Scope of Work will progress in multiple phases.

3.3.1 Construction Cost and Schedule Estimates

With each design submission, the successful Proponent is required to submit an updated and revised **Construction Cost and Schedule Estimate** that reflects the current status of designs. With each design submission, it is expected that cost and schedule certainty is increasing with a resulting effect of contingency decreasing.

The City uses a defined, industry-standard four-class cost estimating process - Class D (order of magnitude), Class C (preliminary), Class B (detailed) and Class A (final). The construction schedule estimate should also increase in accuracy at a similar extent to the construction cost estimate (i.e.

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progress from major milestones through to a detailed Work Breakdown Structure). These classes of estimates coincide with key phases of the design process given that as more detail is confirmed on the Project then the cost and schedule estimates should be updated to reflect this higher certainty.

The successful Proponent shall provide a Class C, Class B, and Class A construction cost estimate with the 50%, 90%, and 100% design submissions, respectively, as well as schedule estimates at each milestone.

3.3.2 Construction Planning

As part of the Construction Planning Services, the successful Proponent is required to provide services for the planning of the implementation phase including, but is not limited to:

- **Traffic management strategy report:**

The Proponent is to develop a traffic management strategy for each task(s) within the various work packages - be it seismic upgrading, retrofit, or rehabilitation - to identify construction work zones and mitigate traffic impacts to vehicles, transit, cyclist, and pedestrians. The traffic management strategy should provide guidance to the City for overall project construction planning and determination of project construction phases. Once project phasing is established, phase-specific traffic management strategies are to be developed and are to be included as reference material in future Invitation to Tenders (ITTs). These strategies shall contain traffic management specific special conditions and requirements, to which Contractor traffic management plans are to respond to.

- **Construction phasing and staging report:**

Funding for construction is not secured at this moment. Further, it is expected that the implementation of the upgrades (seismic, rehabilitation, retrofit, etc) will be completed over numerous capital plan cycles, each cycle being four (4) years. In consultation with the City, the proponent shall develop a construction phasing plan for the project. The phasing plan is to consider the nature of the work, traffic impacts, budgetary requirements, City short- and medium-term infrastructure renewal projects (sewer, water, road, and NEFC), as well as other major private utility projects and/or development projects in relative close proximity to the bridge. It is expected that at least four (4) phases are to be identified, one of which is the North Early Works Package for NEFC. The phasing shall consider geographic location (north, south, marine), nature of work - be it geotechnical or structural - and bridge component type (above or at bridge deck, below bridge deck). For each phase, a work breakdown and Construction Costs and Schedule Estimate is to be prepared.

- **Environmental assessment, permitting and strategy:**

Based on the environmental and habitat assessments, the proponent is to identify all required acts, legislation and permitting requirements the City must comply with. The proponent is required to prepare all necessary documentation for any required permits, complete and/or collect any required field data, apply for permits on behalf of the City and the project, and monitor and liaise with permitting bodies to ensure a successful application and resolution of permitting issues.

In addition, the proponent is to prepare reference material, special conditions, requirements and/or specifications for inclusion in future ITT's, to which the Contractor's project environmental plan is to respond to.

The environmental permitting and strategy report is to be adjusted or supplemented, to reflect the project phasing.

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- **Communications planning support:**

For each phase of the project, the proponent shall prepare a fact sheet with accompanying graphics identifying the project objective, nature and description of work, work zone, traffic strategy, schedule, construction costs, permitting required and other technical information pertinent to the development of a communications plan. The City's Project Manager will prepare communications plans for each phase in coordination and in consultation with the City's Corporate Communications department.

Deliverables for Construction Planning:

- Traffic Management Strategy Report
- Construction Phasing and Staging Report
- Environmental Assessment, Permitting and Strategy
- Communications Planning Support

3.4 TENDER

Full Tender services are to be provided for the **North Early Works Package only**. Tender services for all other scope of work and construction services are to be completed at a later date.

The successful Proponent shall be required to prepare construction documentation to support the tender process including, but is not limited to:

- Prepare construction scope of work, schedule of quantities, payment clauses, and special conditions for inclusion in City of Vancouver ITT front end documents;
- Prepare a project specific traffic management strategy report;
- Prepare Issued For Tender drawings and specifications;
- Provide tender support service including but not limited to attending bidder's meeting, issuing addenda, providing formal responses to questions submitted by bidders, and review of tender submittals; and
- Evaluation of bids and recommendations for contract award.

For additional tender phases beyond those outlined in the Scope of Work, the Proponent should add unit rates for each additional tender phase. Assume a two (2) month tendering period.

In addition, the Proponent should add unit rates for updates to the construction planning documentation for each additional tender phase.

Deliverables for Tender:

- Full Tender Services, IFT Drawings and Specifications, for North Early Works Package: June 28, 2019

3.5 CONSTRUCTION SERVICES

The successful Proponent shall be required to respond to inquiries from contractors, suppliers, and other parties involved in the implementation, or affected by the implementation of the successful Proponent's designs, during all phases of procurement for and implementation of the works.

Given the uncertainty with the timing of implementation of the aforementioned Scope of Work, the Proponent shall assume a one (1) year construction window and should be present for 50% of the time for the duration of construction.

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The Proponent should add unit rates for updates to the construction planning documentation at future phases.

The successful Proponent shall be required to provide construction engineering services which include, but is not limited to:

- Prepare Issued for Construction (IFC) drawings and specifications.
- Provide construction administration services including, but not limited to:
 - provide and formally document site inspections and field reviews, site instructions and responses to requests for information, and contemplated change orders;
 - review contractor's monthly progress claims and issue consultant's payment certificate;
 - review and approve contractor technical submissions (shop drawings, mill certs, erection procedures, etc.);
 - review and evaluate contractor's quality control documentation and submissions;
 - chair construction kick off meeting and weekly progress meetings;
 - prepare daily field logs including photos;
 - provide meeting minutes within seven (7) working days of meeting;
 - prepare, review and respond to non-conformances;
 - prepare and update deficiency list;
 - perform Engineer of Record and field review duties in accordance with Engineers & Geoscientists British Columbia requirements and best practice guideline;
 - review contractor's work for substantial and final completion and issue corresponding certificates.
- Provide environmental monitoring.
- Provide archeological services.
- Coordinate installation of a new GSMI.

The Proponent should add unit rates for each additional month of construction services, should they be required in response to proposed contractor's schedules, as part of their fee submission.

Deliverables for Construction Services:

- IFC Drawings and Specifications
- Construction Administration Services
- Environmental Monitoring during Construction
- Archaeological Services during Construction
- Installation of new GSMI

3.6 CLOSE-OUT AND WARRANTY PHASE

The successful Proponent shall be required to provide engineering services for close-out of the project and provide support during the warranty period which includes, but is not limited to:

- Prepare post-construction **Record Drawings**;

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- Provide a **Construction Summary Report** with a compilation of project documentation including, but not be limited to the following:
 - field reviews, site instructions, meeting minutes, field logs, completion certificates, reports, record drawings, shop drawings, mill certs, change orders and contemplated change order log, NCRs and other pertinent project documentation;
- Facilitate a **Warranty Inspection** one (1) year after completion of the project including walkthrough and documentation;
- Manage warranty issues through the warranty period;
- Update **Routine Bridge Inspection Forms** and tear out sheets;
- Update the **Post-Earthquake Evaluation Guide & Bridge Sheets** for the Bridge; and
- Prepare an **Expected Seismic Performance Drawing** for the completed seismic upgrade work.

Deliverables for Close out and Warranty Phase:

- Record Drawings
- Construction Summary Report
- Warranty Inspection
- Warranty Issue Management
- Routine Bridge Inspection Form Update
- Post-Earthquake Evaluation Guide & Bridge Sheets Update
- Expected Seismic Performance Drawing

3.7 EARTHQUAKE RESPONSE PLAN TRAINING AND LIVE EXERCISE PARTICIPATION

On May 19, 2019, City of Vancouver will conduct a live emergency exercise that will test the City's resiliency and provide insights on possible improvements to the response. The successful Proponent shall allow for two (2) engineering staff to participate in the live exercise, which is estimated to be 4 hours long. Prior to the live exercise, the two (2) engineering staff shall attend City's Earthquake Response Plan training sessions that will commence in late 2018. Each session will be two (2) hours long and there will be a total of three (3) sessions. Upon completion of the training and live exercise, the Proponent shall prepare a **Letter of Recommendation** outlining possible gaps of communication between the Consultant and City of Vancouver staff, in order to help streamline the communication process in an event of an earthquake. In addition to the training and live exercise in 2019, the Proponent shall allow for similar annual Earthquake Response Plan training sessions for the following four (4) years.

Deliverables for Earthquake Response Plan Training and Live Exercise Participation

- Letter of Recommendation

4.0 SCHEDULING

In response to this RFP, Proponents are to submit a **Draft Schedule** for the various design packages for review and acceptance by the City. A minimum of two (2) weeks should be allowed for City review and commentary on design submissions.

Throughout the project, the successful Proponent shall monitor the schedule and prioritize the work outlined above accordingly, in order to meet agreed upon deadlines.

In general, this project will be advanced in Parts. Funding is in place to advance the design and planning phases; however, external funding applications or future capital planning budgeting is required to secure funding for construction activities, therefore;

- **Part 1** includes all of the Asset Management, Seismic, Retrofit, and Rehabilitation scope of work completed up to and including the detailed design and construction planning services phase. All of this work is to be completed by **December 20th, 2020**. Provisional works identified in these scope areas will be advanced funding and need permitting.
- **Part 2** - includes the Tender, Construction Services and Closeout and Warranty Phase works. None of this scope of work is expected to advance in the next two (2) years, except as it relates to the North Early Works Package.

For the **North Early Works Package**, the Proponent shall identify critical path items required to complete to ensure that the package is ready for tender by **June 28, 2019**.

The Proponent will be expected to assist during tendering of the project. The tendering period will be two (2) months.

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RFP No. PS20181561, CONSULTANT FOR CAMBIE BRIDGE REHABILITATION (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 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 Financial Statements
- APPENDIX 11 Proof of WorkSafeBC Registration
- APPENDIX 12 Conflicts; Collusion; Lobbying

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APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181561, 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 14.
- (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 14.

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 14.

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 14.

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 14.

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 and Experience

In the space below, or attached to this Form of Proposal as an additional Appendix clearly titled "Proponent Overview and Experience", provide a description of the Proponent's company, purpose and history of successes. Highlight the proponent's accomplishments, achievements and experience as prime consultant on bridge projects. Select a maximum of 5 projects undertaken within the last 5 years. The same information should be supplied for any proposed subcontractors.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project;
- brief project description and intent. Narratives should include a discussion of design;
- philosophy and approach to meet the intent, design challenges, and resolutions;
- budget control and management - i.e. contract price & final construction cost - explain variation;
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation; and
- awards received.

Key Personnel

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Key Personnel"), identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements and their relevant knowledge and experience in the same capacity from previous projects. Please also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

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Work Plan and Schedule

In the space below, or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan and Schedule", detail the sequential process by which the Proponent proposes to undertake the work. The Proponent should also demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

Information that should be supplied:

- The functional and technical requirements;
 - Significant issues, opportunities, challenges and constraints;
 - Review Project schedule and assess risk management elements that may affect the project;
 - Work Plan - detailed breakdown of deliverables, laid out per Task specified in the General Requirements;
 - Project schedule - proposed major milestone schedule, with the City's preferred dates taken into consideration; and
 - Risk management strategy.
-

Quality Management Plan

In the space below, or in a section of your Proposal titled "Quality Management Plan", provide details on the Quality Management Plan proposed to undertake this project.

Innovation and Alternative Approaches

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative and/or alternative solutions to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements. Proponents should articulate any pricing impact of the alternate solution(s) provided. Limit to 1 page.

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**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form of the Excel spreadsheet available on the FTP site for Proponents titled Appendix 3 - Commercial Proposal.

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).

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	

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APPENDIX 5
CERTIFICATE OF INSURANCE

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

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Appendix 5



CITY OF
VANCOUVER

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

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

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

PS20181561 CONSULTANT FOR CAMBIE BRIDGE

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
INSURER _____ Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____ Building and Tenants' Improvements \$ _____
POLICY NUMBER _____ Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____
4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions: INSURER _____
☒ Personal Injury POLICY NUMBER _____
☒ Property Damage including Loss of Use POLICY PERIOD From _____ to _____
☒ Products and Completed Operations Limits of Liability (Bodily Injury and Property Damage Inclusive) -
☒ Cross Liability or Severability of Interest Per Occurrence \$ _____
☒ Employees as Additional Insureds Aggregate \$ _____
☒ Blanket Contractual Liability All Risk Tenants' Legal Liability \$ _____
☒ Non-Owned Auto Liability Deductible Per Occurrence \$ _____
5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER _____ Limits of Liability -
POLICY NUMBER _____ Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*
6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -
INSURER _____ Per Occurrence \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____
7. PROFESSIONAL LIABILITY INSURANCE Limits of Liability
INSURER _____ Per Occurrence/Claim \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____
If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____
8. OTHER INSURANCE
TYPE OF INSURANCE _____ Limits of Liability
INSURER _____ Per Occurrence \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____
TYPE OF INSURANCE _____ Limits of Liability
INSURER _____ Per Occurrence \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

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APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

Purpose:

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. 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: _____

APPENDIX 7

PERSONAL INFORMATION CONSENT FORM(S)

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20181561

Title: CONSULTANT FOR CAMBIE BRIDGE REHABILITATION

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, or in a section of your Proposal titled "Social Value Business" 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

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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
CONSULTANT FOR CAMBIE BRIDGE REHABILITATION

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER

453 West 12th 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.

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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

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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 **PS20181561 CONSULTANT FOR CAMBIE BRIDGE REHABILITATION**, 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 all appendices;
- (b) Appendix A – Scope of Services
- (c) Appendix B – Insurance Requirements
- (d) Appendix C – Proposal; and
- (e) Appendix D – RFP.

Each appendix set out above is hereby incorporated into, and shall form an integral part of, this Agreement.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except

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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 Appendix A - Scope of Services;
- (b) the services described in Appendix C - Proposal;
- (c) the services described in Appendix D - RFP; and
- (d) all services not specifically included in subsections 2.1(a), 2.1(b) or 2.1(c), but which are necessary or incidental to the completion of such other Services.

In the event of any conflict or inconsistency between or among any of the above subsections, the subsections will be interpreted in the order of priority, from highest to lowest, in the order set out above.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and

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- 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.

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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

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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

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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.
- 5.9 The Consultant will, by the 25th 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. 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

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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.

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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 Dane Doleman, dane.doleman@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Dane Doleman's appointment as the City's Project Manager by the City, Dane Doleman 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 company 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.

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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, provided the expiry date is no later than the fourth anniversary of the Effective Date (the "Term"). If the Services are not complete by the fourth anniversary of the Effective Date, the City may, subject to budget approval and other factors, extend the Term of this Agreement.

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 \$**[insert dollar amount]** (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

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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

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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.

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- 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

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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 12th 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.

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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.

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- 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.

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

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CITY OF VANCOUVER
by its authorized signatories:

Signature: _____

Name: _____

Title: Chief Purchasing Official

Signature: _____

Name: _____

Title: General Manager, Engineering Services Department

Signature: _____

Name: _____

Title: General Manager, Legal Services Department

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

APPENDIX A - SCOPE OF SERVICES

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 \$2,000,000 per claim and not less than \$5,000,000 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

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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

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APPENDIX D - RFP