



REQUEST FOR PROPOSALS

RFP No. PS20190697 CONSULTANT FOR THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL DESIGN

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REQUEST FOR PROPOSALS NO. PS20190697
CONSULTANT FOR THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL DESIGN
PART A - INFORMATION AND INSTRUCTIONS

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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City of Vancouver is developing conceptual plans for a new walking, rolling, and cycling path across the Granville Street Bridge. The purpose of the RFP is to retain a consultant to review and advance these conceptual plans for transportation improvements (referred to as the "Granville Connector") in order to assess them in relation to feasibility and structural capacity of the bridge. The consultant will provide the City with designs, drawings, Class D cost, schedule estimates, and attend public engagement sessions.

To obtain the attachments and additional information referenced in Part B - City Requirements Proponents must sign the Non Disclosure Agreement (available separately) and return via email to brian.brennan@vancouver.ca.

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("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 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.
- 1.3 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 8.0 below, among others.
- 1.4 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 Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 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 - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on Thursday, July 4, 2019
Closing Time	3:00pm on Thursday, July 11, 2019

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

3.0 CONTACT PERSON

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

Brian Brennan
brian.brennan@vancouver.ca

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

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

4.0 SUBMISSION OF PROPOSALS

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

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

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format – 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
- 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 To be considered by the City, a Proposal should be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a prime consultant and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a one (1) year period.
- 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.
- 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.
- 8.0 **EVALUATION OF PROPOSALS**

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- 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:

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	25%
Sustainability	5%
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.
- 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 scope of work 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

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- 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.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

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.

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

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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



Consultant for Engineering Design Services Scope of Work
Project Delivery Branch

Granville Street Bridge Connector Project

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PART B - CITY REQUIREMENTS

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1.0 Introduction

The City of Vancouver is developing conceptual plans for a new walking, rolling, and cycling path across the Granville Street Bridge (the Bridge). The purpose of the RFP is to retain a consultant to review and advance these conceptual plans for transportation improvements (cumulatively referred to as the "Granville Connector" in order to assess them in relation to feasibility and structural capacity of the bridge. The Consultant will provide the City with preliminary designs, including drawings, and Class D cost and schedule estimates, as well as attend public workshops.

2.0 Background

The Bridge was built in 1954 and is an eight lane bridge that spans over False Creek in the middle, Granville Island at the south end, and portions of the Granville slopes at the north end. The north end of the bridge consists of three approach ramps; the main north approach, the Howe Street ramp for southbound traffic, and the Seymour Street ramp for northbound traffic, as well as the "loops" to and from Pacific Ave. The south end of the bridge has four approach ramps; the main south approach, the Fir Street ramp for southbound traffic, the 4th Ave ramp for westbound traffic, and the Hemlock Street ramp for northbound traffic. The main bridge across False Creek is a seven-span 537 m long steel deck truss supported on concrete piers with a concrete deck. The north and south approaches and ramps are comprised of cast-in-place concrete girders on concrete piers. The general bridge layout can be seen in Figure 1.

The Bridge has undergone several modifications since its original construction, including:

- a. Seismic retrofit of the Bridge main north and south concrete approaches as well as the steel spans was completed circa 1997. This retrofit included upgrading the piers for strength and ductility, replacing and modifying the superstructure bearings with sliding bearings, and installing seismic restraint and energy dissipation devices. Additional bracing was added to the truss spans. The remaining on- and off-ramps (Howe, Seymour, 4th, Fir, and Hemlock) were not included as part of this retrofit.
- b. In 2009/2010 shear capacity upgrades were completed to the girders on all of the concrete approaches. A posted load limit of 27 tonnes remains in effect.
- c. Replacement of the truss span bearings was completed in 2013. This work included removal of some of the existing mechanical steel bearings and replacement with elastomeric seismic isolation bearings. Several expansion joints at the deck level were also replaced as part of this work.
- d. Repairs to the gantry system were conducted in 2016.
- e. In 2018/2019 concrete repairs and bearing replacements were completed to the north concrete approach spans.

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PART B - CITY REQUIREMENTS

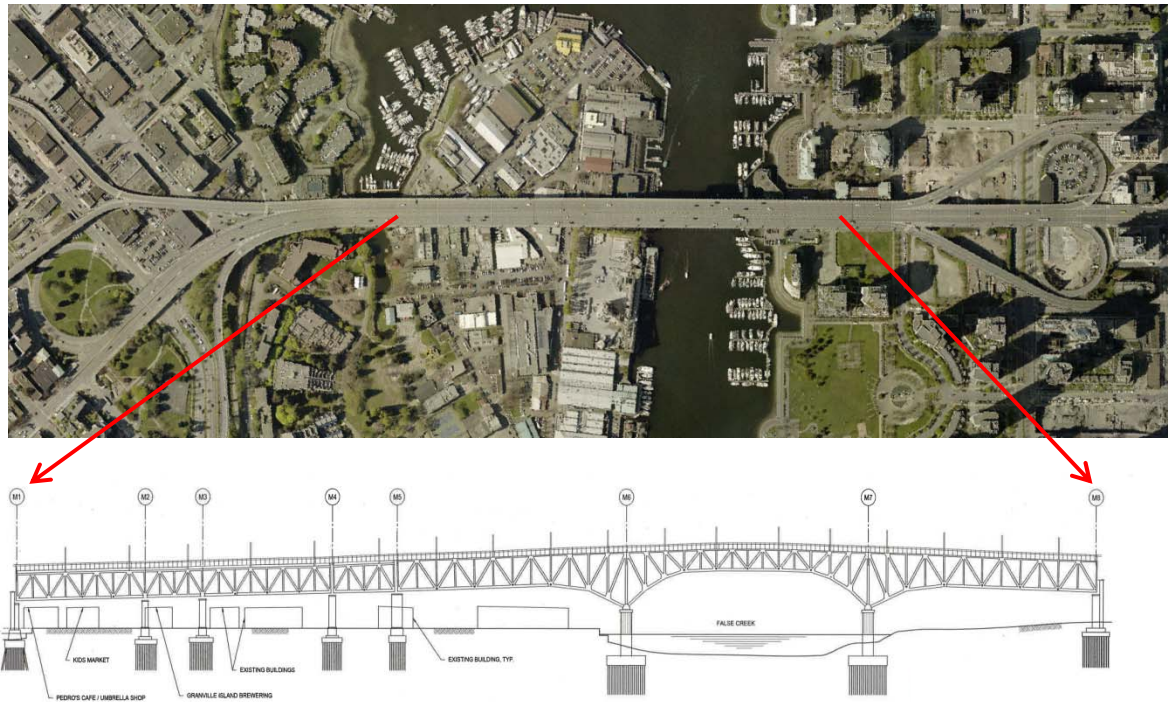


Figure 1: Layout of Granville Bridge

Currently, the bridge is not a comfortable environment for people walking and cycling. The bridge tends to promote high vehicular travel speeds, and pedestrian crossings at both ends are uncomfortable as well as inaccessible due to steps in the sidewalk and the limited width.

As part of the Transportation 2040 Plan, the Granville Connector was proposed as a high-priority location for addressing gaps in the city's pedestrian network. The City of Vancouver's Transportation 2040 Plan establishes numerous mode share targets, and several policy and action items intended to increase the share of walking, cycling, and transit in the City, and improve transit access. This Connector would improve walking and cycling opportunities, and provide a safer and more enjoyable walking and cycling environment.

3.0 Summary of Requirements

The City requires professional services to review and advance the City's Granville Connector preliminary designs in order to assess them in relation to the structural capacity of the bridge and to provide Class D construction estimates. The Consultant is expected to submit a number of reports summarizing the structural and seismic modeling/analysis undertaken to prove the feasibility of each concept.

The purpose of this RFP is to engage professional services to carry out several tasks for the Granville Connector, referred to as the Services, including:

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PART B - CITY REQUIREMENTS

3.1 Task 1 - Review of Previous Work

The Consultant shall review background documents provided by the City, such as record drawings, inspection reports, and previous Consultant's reports to gain basic understanding of the condition of the Bridge prior to completing any work.

3.2 Task 2 - Detailed Condition Assessment

The Consultant shall complete a Detailed Condition Assessment of the Bridge and collect data on all areas that may be impacted by the potential future Granville Connector.

This task should also consider collecting material (concrete, steel) sample to assist with establishing material properties and design parameters.

3.3 Task 3 - Preliminary Design

The Consultant shall develop three draft preliminary designs based off the corresponding City's draft geometric designs in time for the third phase of public engagement. Subsequently, the Consultant shall advance two of these designs based on direction from City staff, which will consider feedback from public engagement, for the City to take to Vancouver City Council.

The deliverables for the concepts shall include:

- a. Draft preliminary designs drawings, followed by final 25% preliminary design drawings
- b. Class D cost estimates and construction schedules (40% contingency)
- a. An **Interim Preliminary Design Report** summarizing the structural and seismic modeling/analysis undertaken along with other analysis results for the three initial Granville Connector preliminary designs.
- b. A **Final Preliminary Design Report** and Microsoft PowerPoint presentation summarizing the structural and seismic modeling/analysis undertaken along with other analysis results for the final two Granville Connector preliminary designs.

3.4 Task 4 - Engagement Support

The Granville Connector is expected to have three rounds of public engagement. The first round was completed in April 2019, and the second and third rounds are planned for September and November of 2019, respectively.

The Consultant shall attend the second round of public workshops in September to gain familiarity with the discussion to date and also speak to the process of developing preliminary designs in later stages.

The Consultant shall support the City's Project Team during the third round of the public engagement process by attending workshops in November as a technical expert to answer questions around structural feasibility of the three design options.

3.5 Task 5 - Project and Quality Management

The Consultant shall follow EGBC OQM guidelines for the designs on this project and submit the following project management documents:

- a. Quality Management Plan
- b. Design Review Comment Tracking Log
- c. Engineering Design Brief

4.0 Work Scope

The City has the following guiding principles for the Granville Connector:

- a. Any transportation improvements on the bridge shall not decrease the seismic performance of the bridge below a 1:475 design earthquake (collapse prevention for the concrete approaches and repairable damage for the steel span)
- b. Design team will be responsible for completing all required condition assessments, seismic assessment, and upgrades to the existing bridge structure to support the transportation improvements
- c. The analysis and design for the Granville Connector will be a highly iterative process and the Consultants will need to take into account this iterative process and allow for the time required for the successful Consultant and the City to review numerous options for analysis and upgrades prior to deciding on specific concept(s) to take to Council for approval.

The following are specific Tasks and requirements for the Services to be provided by the Consultant (the "Tasks", individually, "Task"). Any Tasks not identified here but required to complete the Services should be identified by the Consultant in their Proposal.

4.1 Task 1 - Review of Previous Work

The Consultant shall review the following list of relevant drawings, structural reports, and inspections to gain basic understanding of the condition of the Granville Street Bridge prior to completing any work. This list will be provided to the prospective Consultants following execution of a non-disclosure agreement:

- i. Load rating - Steel
- ii. Load rating - Concrete approaches
- iii. Detailed inspection - Steel span
- iv. Detailed inspection - Gantry system
- v. Detailed inspection - Steel
- vi. Detailed inspection - Concrete approach spans
- vii. Preliminary seismic assessment - steel
- viii. Seismic studies
- ix. Record Drawings, including originals, bearings and Joint Replacement (Seismic Upgrade Steel), Seismic Upgrade drawings, Shear capacity upgrade drawings concrete approaches, M7 pier repairs
- x. Design - seismic upgrade pier M6 and M7
- xi. Guide for Inspections Using the DRU Rating System
- xii. Construction summary reports
- xiii. Geotechnical reports

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PART B - CITY REQUIREMENTS

The Consultant shall provide a Memo outlining the pertinent and relevant design details and constraints, including recommendations, which must be considered for the preliminary design of the Granville Connector.

Deliverables for Task 1 - Review of Previous Work:

- a. Memo outlining pertinent design details and constrains

4.2 Task 2 - Detailed Condition Assessment

The Consultant shall complete a Detailed Condition Assessment of the Bridge and collect data on all areas that may be impacted by the potential future Granville Connector. The purpose of the Detailed Condition Assessment is to document the current state of the bridge in the areas to be impacted by the proposed Connector preliminary concepts, and:

- a. Identify and quantify any observed defects and assign degree, relevancy, and urgency rating (DRU rating) to each identified defect.
- b. Provide maintenance and/or repair recommendations to those areas of the bridge impacted by or in need of repair to support the connector.
- c. Collection of concrete and steel samples and related testing to develop characteristic material properties. (strength, weldability etc..)
- d. Supplement inspection information obtained previously to support the development and completion of Task 3I lifecycle analysis.

Once the Detailed Condition Assessment has been completed, the Consultant shall submit a **Detailed Condition Assessment Report** including, but not limited to:

- a. Summary of the most pertinent issues and recommendations.
- b. Remedial work activities list for all identified and rated defects (see attachment labelled "Template of Remedial Work Activity List").
- c. Completed modified Ministry of Transportation and Infrastructure ("MOTI") detailed inspection form (See attachment labelled "Template of MOTI Bridge Condition Inspection Form").
- d. Photographs of all defects.
- e. Hand sketched maps of relevant cracks.
- f. 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.

Please refer to the attachment labelled "Guide for Inspection Using the DRU Rating System", dated November 2016, for information on rating defects with Degree Relevancy and Urgency ("DRU") ratings.

Deliverables for Task 2 - Detailed Condition Assessment:

- a. Detailed Condition Assessment Report

4.3 Task 3 - Preliminary Design

There will be two stages to the preliminary design work and cost estimation, coordinated with the timing of the third round of public engagement and the subsequent City Council report and vote on the Project.

Stage #1

This stage entails advancing up to three design concepts for the Granville Connector to a level of detail sufficient to inform the third and final phase of public engagement in November, 2019. It shall include refining up to three draft geometric design concepts provided by the City to ensure they are feasible and shall detail any structural modifications to the bridge structure that would be required to facilitate them to a level of detail sufficient for a Class D (40% contingency) level estimate.

The specific design concepts that will advance to the preliminary design stage will depend on the results of phase 2 of the public engagement in September, but are expected to be a variation of those listed below. For the purposes estimating the potential breadth of the required level of effort, the Consultant shall budget for analyzing the following set of design concepts:

1. A variation of one of the Granville Connector design concepts that is aligned down the middle of the bridge deck, with vehicle/transit lanes being the outside lanes.
2. A variation of one of the Granville Connector design concepts that is aligned down one or both sides of the existing bridge deck, with signalized crossings and potentially extensions on the bridge's ramps.
3. A variation of one of the Granville Connector design concepts that is a separate structure and likely cantilevered from the steel span portion of the bridge, which does not use the existing bridge deck. This option would likely terminate on either end with pedestrian/bike ramps to meet road grade, but some variations would require elevators and stairs.

Note: All 3 options will include rebuilding and realigning 5th Ave between Fir St and Granville St, including new signalized intersections at Fir St & 5th Ave, as well as Granville St & 5th Ave.

The extents of the design concepts vary, but the Consultant will assume that preliminary design for this Project will include everything south of the north bridge abutment, including any street network changes at the south end of the bridge.

A reasonably exhaustive list of all design concepts currently under consideration have been included in the attachments, labelled "Draft Granville Connector Concepts" for illustrative purposes and to aid in estimating the level of effort required for the Services. More options to select from may emerge as engagement continues.

The Consultant shall carry out all Tasks 3A to 3L listed in points 5.3.1 to 5.3.12 in order to advance the three chosen design concepts to a level of detail appropriate for developing a Class D cost estimate, and submit an **Interim Preliminary Design Report** summarizing the results in time for the third round of public engagement in November, 2019. For each of the three concepts to be analyzed, the report shall include at a minimum:

- i. Description of scope and key design criteria

- ii. Summary of reference documents
- iii. Summary of analyses and numerical modeling performed
- iv. Summary of key issues, challenges, and any other structural considerations (including any site specific issues, maintenance issues, construction considerations, impacts to existing utilities on bridge, etc.)
- v. Architectural / public realm concept sketches and rendered 3D models
- vi. Class D (40% contingency) cost and schedule estimates

Stage #2

Once the third and final phase of public engagement is complete, the City shall choose two preferred designs to bring before Council. The Consultant shall refine the design of these preferred design concepts to a level appropriate for preliminary (25%) design, and submit a corresponding **Final Preliminary Design Report**, along with a **PowerPoint presentation** summarizing key findings. The report will include the following updates to results from Stage #1, which will be based on the results of the third round of public engagement:

- a. Updates to any of the items i) through vii) listed for the **Draft Preliminary Design Report** in Stage #1 above
- b. Preliminary (25%) design drawings
- c. Appendices that include any separate technical memorandums that were required as part of the analysis.

The preliminary design process will be an iterative process where options are reviewed against expected level of performance of the bridge and other requirements. The Consultant will need to take into account this iterative process and allow for the time required for the Consultant and the City to review numerous options for analysis and upgrades prior to deciding on a specific approach for upgrading the bridge.

The following list of Tasks 3A through 3L is illustrative, not exhaustive, and, as part of the preliminary design work of Task 3, the Consultant shall identify additional required analysis.

4.3.1 Task 3A - Bridge Stability Analysis

The Consultant shall complete an analysis of the impacts of the Granville Connector to the existing bridge structure. Analysis shall include, but not be limited to:

1. Load Rating Analysis

The Consultant shall complete a load rating of the Bridge in accordance with CAN-CSA-S6-14. The load rating shall be conducted for the additional weight of the Connector and associated infrastructure. The successful Consultant shall develop criteria with related commentary discussing necessary changes to the Connector design (alternative materials, geometrical adjustments, landscaping changes, etc.) or additional rehabilitation/strengthening of the bridge required, should the load ratings identify any code related deficiencies.

The Consultant 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. Live Load Capacity Factor ("LLCF") tables are to be appended to each report.

2. Wind Loading Analysis

The Consultant shall analyze potential wind loading as a result of the Connector (such as means preventing, lighting, etc.), and provide recommendations and related commentary discussing necessary changes to the Connector design (alternative materials, geometrical adjustments, landscaping changes, etc.) or additional rehabilitation/strengthening of the bridge required to offset the wind loading.

Note: The steel span is based isolated. Commentary on impacts to serviceability limit states will be required.

3. Seismic Analysis

The Consultant shall complete a Seismic Vulnerability Assessment to ensure the bridge earthquake performance meets the current level of 1:475 or higher. Performance based design is required. The Assessment shall follow the Ministry's supplement to CAN-CSA-S6-14 Section 4.12.5 and include the following:

- a. An analysis of the Seismic Impacts to the bridge from the preferred Granville Connector Concept.
- b. Based on the results of the above analysis, a review of possible design changes to the preferred Granville Connector Concept to limit the decrease in seismic capacity (alternative materials, geometrical adjustments, landscaping changes, etc.).
- c. Assessment of possible Seismic Retrofit Concepts to increase the bridge's seismic capacity and offset any impacts from the preferred Granville Connector Concept. This shall include all required retrofits to the bridge foundations, substructure, and superstructure.

The Seismic Vulnerability Assessment shall be summarized in the **Interim Preliminary Design Report**, which shall include a summary of the numerical modeling and analysis performed for each of the upgrade options, and Seismic Performance Drawings if additional bridge upgrades are required to maintain the 1:475 earthquake performance, including estimated costs for the upgrade options.

4.3.2 *Task 3B - Bridge Means Prevention Analysis*

The Consultant shall complete an assessment for means prevention fencing and crisis phone installation. This includes assessment of possible fencing that may have means prevention added at a later date. The Consultant shall propose up to two ideas for means prevention fencing that take into account the proposed Urban Design Requirements discussed in Task 3F.

4.3.3 *Task 3C - Bridge Utility Requirements*

The bridge has the following utilities/linear assets on it that require consideration:

- a. CMBC high-voltage feeder cables beneath the deck on the main truss span and several of the approach ramps.
- b. Utility lines beneath the west sidewalk in the main truss span and west approach ramps.
- c. Gantry System - In order to provide access for ongoing maintenance to the underside of the deck, directly under the seven-span steel truss system, a gantry system supporting services galleries was constructed. The system consists of three gantries that have the ability to travel longitudinally (and transversely in the case

of the center gantry) along the bridge's underside. Each gantry runs on wheels supported by two steel W-beams, each of which is approximately 540m long.

- d. TransLink trolley lines.
- e. Bridge light poles.

The Consultant shall incorporate the above into the preliminary designs and provide alternatives where the utilities cannot be maintained.

4.3.4 Task 3D - Rain Water Management Strategy

The Consultant shall develop a green infrastructure strategy/rain water management strategy as part of the preliminary designs in order to manage the runoff from the bridge in line with the City's Rainwater Management Bulletin (<https://vancouver.ca/docs/bulletins/Rainwater-Management-Bulletin.pdf>). Drainage maps of the bridge along the alignment of the Granville Connector shall be prepared. The maps are to identify tributary areas serviced by each catch basin and/or drain pipe for current and future rain intensity patterns. In addition, concepts either centralized or distributed to treat or detain rainwater are to be identified and developed for the purpose of quantifying costs, benefits, special requirements, impacts or design considerations. Given the nature of or the restrictions imposed by the bridge's performance it may be that water is to be transported to the ground before detained and/or treated. The Consultant shall develop options that can be replicable for the other on and off ramps of the bridge.

4.3.5 Task 3E - Bridge Maintenance Requirements

The Consultant shall complete an assessment of maintenance requirements on any of the bridge components that may be impacted for each preliminary design. The designs shall allow for ongoing bridge maintenance, including but not limited to:

- a. Access for future rehabilitation such as:
 - i. Expansion joint replacement
 - ii. Bearing replacement
 - iii. Concrete and steel upgrades
 - iv. Bridge deck rehabilitation
- b. Relocation of existing drainage and potential addition of new drainage
- c. Access for future detailed inspections

The above list is illustrative, not exhaustive, and additional maintenance requirements may come up as the preliminary design(s) progress.

4.3.6 Task 3F - Urban Design Requirements

The Consultant shall work with an architect that has urban design experience to provide direction on appearance, place making potential and seating opportunities, enclosure and weather protection opportunities, buffering from traffic, landscaping, and views that can make the preliminary designs being advanced into "world class" facilities. This Task should consider the feedback obtained from prior public engagement, and translate those into architectural design concepts for which costs should be included as part of the Class D cost estimates for the overall preliminary design(s). For this Task, Consultants should include in their estimates allowance for concept sketches and Digital 3D models of the three designs, in sufficient detail

to enable perspective renderings which showcase the design and the human experience to help the design team and the public make informed decisions on design options and elements.

The Consultant shall also provide a summary of structural parameters that should be adhered to in detailed design, such as, but not limited to:

- a. Maximum loading allowance for landscaping and architectural features
- b. Locations of loading (i.e. places where bridge could take heavier point loads for plants, statues, etc.)
- c. Maximum geometric restrictions

4.3.7 Task 3G - Environmental Requirements

The Consultant shall complete a preliminary assessment of possible environmental impacts of the various options. The assessment will include potential impacts to wildlife (such as cormorants), vegetation, and marine life.

4.3.8 Task 3H - Civil (Street) Design Requirements

The Consultant shall work with a street design Engineer to come up with a Class D cost and schedule estimate for all streets and electrical works to the south of the main bridge abutment based on the approved geometric design(s) provided by the City.

Note: traffic signal analysis is currently underway for the potential signalization of the approach ramps. Once the analysis is completed (likely by August 2019), the City will share the results of this analysis with the Consultant, and the Consultant shall consider the potential signalization in their cost estimates.

4.3.9 Task 3I - Preliminary Design Drawings

Leading up to the November engagement, the Consultant shall provide sketches and diagrams of the three concepts as part of the feasibility assessment, with enough detail to clearly communicate the design for the public.

The Consultant is required to submit preliminary design drawings as part of the Final Preliminary Design Report. These preliminary design drawings shall provide sufficient detail for a Class D cost estimate, and include structure geometry in terms of spans, lengths, heights, and clearances, as well as material types, utilities, interface details, and other typical details. The City's technical requirements for all drawings are listed in the attachment labelled "City of Vancouver Drawing Standards".

4.3.10 Task 3J - Construction Cost and Schedule Estimates

The Consultant shall submit Class D construction cost and schedule estimates. The Consultant shall use a contingency-based four-class cost estimating process - Class D (40% contingency), Class C (30% contingency), Class B (20% contingency) and Class A (10% contingency). The draft Class D estimates will coincide with the third and final phase of public engagement in November, 2019 and will be further updated and refined for the final two designs incorporated into the Final Preliminary Design Report.

The construction costs shall be inclusive of all work south of the north abutment of the bridge, including any changes to the street network and traffic signal work at the south end of the bridge and ramps.

4.3.11 *Task 3K - Lifecycle Analysis*

After the November Engagement Phase, the Consultant shall prepare a Life Cycle Assessment (LCA) 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 assessment as a guideline to help plan for the Bridge's future needs and to help understand the pros and cons of undertaking major structural changes, modifications, upgrades, or rehab to the bridge as part of the Granville Connector design and construction. The assessment should include commentary and recommendations, including cost, on the upgrade requirements needed to maintain the aging structure as it approaches closer to its end-of-life phase.

4.3.12 *Task 3L - Design Brief & Independent Review of Structural Designs*

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. At completion of this Work, The Consultant shall provide evidence that an **Independent Review** of Structural Design was completed in general conformance with EGBC Quality Management Guidelines. Evidence of these checks is to be provided by way of a signed cover letter included with the Design Brief.

Deliverables for Task 3 - Preliminary Design

- a. Interim Preliminary Design Report summarizing the feasibility level assessment of Tasks 3A through 3L, i.e.:
 - A. Bridge Stability Analysis
 - B. Bridge Means Prevention Analysis
 - C. Bridge Utility Requirements
 - D. Rain Water Management Strategy
 - E. Bridge Maintenance Requirements
 - F. Urban Design Requirements
 - G. Environmental Requirements
 - H. Civil (Street) Design Requirements
 - I. Preliminary Design Drawings
 - J. Construction Cost and Schedule Estimates
 - K. Lifecycle Analysis
 - L. Design Brief & Independent Review of Structural Designs
- b. Final Preliminary Design Report
- c. PowerPoint Presentation summarizing key findings

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4.4 Task 4 - Engagement Support

The City has three public engagement phases planned for the Granville Connector. Each phase includes public open houses, public workshops, and specific stakeholder group meetings. Engagement phase #1 took place April 2019, and discussed the goals of the project and provided opportunities for early creative thinking. Staff shared a high level overview of the project and gathered public input on the draft goals, as well as how people use the bridge today and the specific challenges they face. People were invited to share their specific ideas and concerns for the bridge crossing and the surrounding network connections.

Public engagement phases #2 and #3 are expected to take place in September and November 2019, respectively. The Consultant's responsibilities for each phase are described in Tasks 4A and 4B below.

4.4.1 Task 4A: Public Engagement Phase #2 - September, 2019

Run by City staff, phase #2 of public engagement will be reporting back on what was learned in phase #1, and provide the public with an opportunity to review and provide feedback on a range of Granville Connector concepts. There will also be additional opportunities for exploring new ideas.

Table #1 summarizes the City's expectation from the Consultant before, during, and after the Public Engagement Phase #2.

Table 1: Public Engagement Phase #2 Engagement Activities

Engagement Period	Primary Activities
Prior	Consultant shall familiarize themselves with the concepts being taken to the public, complete Tasks 1 and 2 of the Services, and initiate the Tasks identified in Section 5.3.
During	Consultant shall attend 4 stakeholder workshops (assume 3 hours per workshop) and support City staff in responding to questions around later stages of preliminary design.
After	Consultant shall begin working on Conceptual Design Stage #1 Tasks identified in section 4.3 for the three design concepts provided to the Consultant by the City, which will be based on feedback/requirements from the first two phases of public engagement.

4.4.2 Task 4B: Public Engagement Phase #3 - November, 2019

Phase 3 of Public Engagement, which will also be run by City staff, will include reporting back on what was learned in previous phases of engagement, and providing a comprehensive review of the design options considered in Phase 2. City staff will be providing clear rationale for the removal of some design options, and the remaining three (at most) design options will be described in more detail, including their benefits and challenges. The public will be invited to share their ideas and concerns on these remaining recommended designs, and staff will use this input to further refine the concepts, leading to up to two preliminary design to bring before Council for approval of a single design.

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Table #2 summarizes the City's expectation from the Consultant before, during, and after the Public Engagement Phase #3.

Table 2: Public Engagement Phase #3 Engagement Activities

Engagement Period	Primary Activities
Prior	Consultant shall complete Preliminary Design Stage #1 Tasks and submit an Interim Preliminary Design Report
During	Consultant shall attend and participate in 4 public workshops to answer questions related to this scope of work (assume 3 hours per workshop)
After	Based on the overall results of Public Engagement and in coordination with the City, two designs shall be chosen and the Consultant shall begin the corresponding working on Preliminary Design Stage #2 Tasks identified in section 4.3.

Deliverables for Task 4 - Engagement Support

- a. All deliverables that are part of Preliminary Design Stage #2

4.5 Task 5 - Project Management and Communications

The Consultant is required to appoint a project manager who will act as the key contact with the City's team and play the lead role in coordinating Sub-Consultants and managing project planning and design tasks. The Consultant's Project Manager will be responsible for organizing and leading a 2 hour Kickoff Meeting to formally introduce the Project Team and discuss how the Consultant will deliver the Services. The meeting will be located at 507 W Broadway, Vancouver, BC. Meeting minutes are to be taken by the Consultant's Project Team and be distributed to the City's Project Manager within 72 hours.

The Consultant is to assume that a 1-hour Project Check-in Meeting will occur once every two weeks with the City Project Manager (and other City staff as required). It is expected that the Consultant 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.

For the duration of the Agreement, the Consultant must maintain a Project website or FTP site with access limited to project participants, with all relevant Project information. All information will be provided to the City in a suitably filed electronic format.

The Consultant shall also produce and maintain the following Project Management Documentation:

Quality Management Plan:

The City is OQM certified and as such requires the Consultant to supply documentation demonstrating compliance with EGBC. It is expected that the Consultant will develop and

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submit a design **Quality Management Plan (QMP)** that can meet EGBC Organizational Quality Management (OQM) requirements. The quality management plan will outline how the Consultant's Project Manager and design professionals will successfully manage quality assurance throughout the assignment. Key topics should include managing the work flow, documentation protocols, review and approval of design drawings and reports, field reviews, and supervision of junior staff. At the end of the Project, the Consultant is expected to submit a check list of the quality control checks undertaken, by whom, and signatures to confirm it meets the expectations of quality review. Furthermore, the City reserves the right, at any time during the assignment, to independently audit adherence to the Quality Management Plan.

The QMP will be required to be submitted for review to the City's Project Manager.

Comment Tracking Log:

The Consultant must initiate and maintain a **Comments Tracking Log** to consolidate, track and resolve comments through the design progress. Each submission must include an up-to-date list of all comments received to-date. Every comment from the City must have a corresponding response from the Consultant team. Each Consultant response shall include:

- a. Response to the comment specifying how it has been addressed in the new submission or explaining why it has been omitted
- b. Status of the comment (open/closed)

The **Comment Tracking Log** will include comments from the City and key external partners/stakeholders such as adjacent land and asset owners. An example of the Comments Log can be found in the attachment labelled "Template of Comment Tracking Log".

Design Brief:

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

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

Deliverables for Task 5 - Project Management and Communications

- a. Minutes and agendas for Project Kickoff and Project Check-In Meetings
- b. A Project website or ftp with all relevant project information
- c. PowerPoint presentations for meetings as required

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	project information c. Power point presentation for meetings as required d. Quality Management Plan e. Design Requirements Log f. Comment Tracking Log g. Design Brief for the Scope of Work for the bridge	
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All input files and technical analysis used in developing the designs will be provided to the City for City records.

6.0 Schedule

Table 5 below, outlines a high level project timeline for informational purposes only; the City may adjust the schedule of concurrent work streams at its discretion.

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

Table 5: Project Timeline

<i>Milestone</i>	<i>Estimated Completion Date</i>
<i>Project Award and Kick Off Meeting</i>	<i>August 2019</i>
<i>Stakeholder and Public Engagement - Open House #2</i>	<i>September 2019</i>
<i>Stakeholder and Public Engagement - Open House #3</i>	<i>November 2019</i>
<i>Final Preliminary Design Report</i>	<i>January 2020</i>
<i>Project Close Out</i>	<i>March 2020</i>

7.0 Attachments

The following attachments are available separately and incorporated herein by reference. The attachments will be made available to Proponents who complete the Non Disclosure Agreement and send to brian.brennan@vancouver.ca.

1. Bridge Engineering Services - Task C1 - Detailed Visual Inspection - Detailed Visual Inspection Of Granville Bridge (2016)
2. Bridge Seismic Study June 1988 (1988)
3. Bridge Seismic Study November 1989 (1989)

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4. Bridge Seismic Upgrading - Phase 1 Steel (1991)
5. Bridge Seismic Upgrading - Phase 1 Concrete (1991)
6. Bridge Seismic Upgrading - Phase 2 (1992)
7. Bridge Seismic Upgrading - Phase 3 (1995)
8. Granville Bridge Greenway - C2 Lane Option Review (2019)
9. Construction Completion Report - Granville Bridge - Bearings And Expansion Joints Replacement (2018)
10. Geotechnical Bore Logs - Building 36, Granville Island, Vancouver, BC (2009)
11. Granville Bridge - Shear Capacity Upgrades - Construction Summary Report (2010)
12. Granville Bridge Concrete Girder Spans - 2008 Detailed Inspection (2009)
13. Granville Bridge Gantry System Service Galleries - Mechanical And Electrical Inspection Report (2014)
14. Granville Bridge Gantry System Service Galleries Routine Visual Inspection Report (2018)
15. Granville Bridge Inspections (2010)
16. Granville Bridge Pier M6 And M7 Retrofit (2012)
17. Granville Bridge Routine Inspections (2004-2017)
18. Granville Bridge Steel Truss Spans - Preliminary Steel Truss Spans Seismic Investigation (2011)
19. Granville Connector - Technical Memo - Structural Input For Planning - C2 Option (2019)
20. Granville Street Bridge - False Creek Geotechnical Assessment - Factual Geotechnical Report (2014)
21. Granville Street Bridge Deck Condition Survey (2014)
22. Granville Street Bridge Inspection Approach Span Inspections (2014)
23. Granville Street Bridge North Approach Spans Detailed Inspection (2018)
24. Guide For Inspections Using The DRU Rating System (2016)
25. Load Limit Rating Review (2007)
26. Pier M7 Repairs - Issued For Tender (2011)
27. Summary Of Foundation Recommendations, Building 36, Granville Island, Vancouver, BC (2009)
28. Template of Remedial Work Activity List
29. Template of MOTI Bridge Condition Inspection Form
30. Draft Granville Connector Concepts
31. City of Vancouver Drawing Standards
32. Template of Comment Tracking Log

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PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PS20190697 CONSULTANT FOR THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL DESIGN
(the "RFP")

Proponent's Full Legal Name: _____
"Proponent"

Address: _____

Jurisdiction 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 Proof of WorkSafeBC Registration
- APPENDIX 11 Conflicts; Collusion; Lobbying

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

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20190697, 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 11.
- (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 11.

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 11.

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 11.

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 11.

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.

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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 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, history of successes and awards. Highlight the proponent's accomplishments, achievements and experience with conceptual design on bridge projects and municipal transportation projects using the forms set out in Appendix 4. Select a maximum of 5 projects undertaken within the last 10 years, and within three or more of the five projects identify for which the Proponent has:

- successfully managed multi-disciplinary and/or integrated design teams. Describe potential challenges working within a multi-disciplinary and/or integrated design team and how they would be effectively managed by the Proponent.
- participated in a design-based public engagement process for a complex urban project. Describe the Proponents' role in the process. For these examples, identify any unique challenges or risks and how they were mitigated. How did you actively incorporate public input into the design process? How did engagement influence the end product?

Other information that should be supplied:

- 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.

The same information should be supplied for any proposed subconsultants.

Scope of Work

In the space below, describe how your Proposal is responsive to the Scope of Work.

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Project Team/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. The Project Team should have the following experience:

- Structural engineering, specifically related to bridge design
- Architecture and urban design
- Civil (streets) and electrical design
- Other supporting areas such as geotechnical, material testing, and environmental

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 City's Requirements;
- Project schedule - proposed major milestone schedule, with the City's preferred dates taken into consideration;
- Outline options to minimize length of Conceptual Design window by identifying efficiencies and opportunities for work to be done concurrently.

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. Please include an outline of how internal and external communications will be coordinated to ensure full integration of design and that conflicts are identified early.

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Flexibility in Design

Demonstrate within your Proposal resource capacity and flexibility to respond to a changing programme and an iterative design process.

Innovation and Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below or in a section of your Proposal titled Innovation and Alternative Solutions. Any pricing impact of the alternative solution(s) should also be provided.

Sustainability

Proponents should describe their approach to and history of successes in achieving successively deeper levels of sustainability and energy use reduction through the delivery of their past projects, and identify any opportunities they see for additional successes through this project.

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Supplier Diversity

Please note that these Supplier Diversity questions are **optional and will not form part of the evaluation** of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

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

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**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the Excel sheet provided as a separate attachment.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

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

☐

By colouring in 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.

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**APPENDIX 4
PROPONENT'S REFERENCES**

Proponents should complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP, preferably in the last ten years.

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	

Client Name # 4	
Address (City and Country)	
Contact Name	

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Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 5	
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 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.

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: _____

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APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference # REQUEST FOR PROPOSALS NO. PS20190697 CONSULTANT FOR THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL DESIGN

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

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent) of

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

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

Signature

Date

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**APPENDIX 8
SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	

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	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. 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
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 10 to this Form of Proposal proof of valid WorkSafeBC registration.

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APPENDIX 11
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 11 - 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 THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL
DESIGN

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 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

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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 PS20190697 CONSULTANT FOR THE GRANVILLE BRIDGE CONNECTOR CONCEPTUAL DESIGN, 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 as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience

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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 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

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- evidence of insurance as set out in Appendix A - Insurance Requirements; and
- (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices and design standards; and
- (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
- (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement

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Project Team member.

3A Living Wage

- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a material breach by the Consultant of this Agreement that shall entitle the City to terminate this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.
- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Consultant (subject to reimbursement of the Consultant's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.
- 3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
 - (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "**Sub-contractor**") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

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- 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 Appendix A - Scope of Services. Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed \$[insert amount].]
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the "Fixed Disbursement Amount").
- 5.6 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the "Maximum Fees and Disbursements") will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder.
- 5.7 Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services.
- 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

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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 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

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Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

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

8.0 INSURANCE

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

9.0 WORKSAFEBC

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

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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 Tonia Zouenko M.Eng., EIT , tonia.zouenko@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Tonia Zouenko's appointment as the City's Project Manager by the City, Tonia Zouenko 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.

- 11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the “Consultant's Project Manager”).
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the “Term”).

13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the

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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 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

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restrictions on use will be accorded such Confidential Information.

- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;

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

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

16.0 NO PROMOTION OF RELATIONSHIP

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

17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- (a) products, goods, equipment, supplies, models, prototypes and other materials;

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- (b) information and data;
 - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

- (a) the date specified in this Agreement for the delivery of such Deliverable;
- (b) immediately on the date of expiration or sooner termination of this Agreement; or
- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not

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apply to Pre-Existing Materials.

17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:

- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
- (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 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

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- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

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

21.0 COMPLIANCE WITH LAW

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

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

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

23.0 INDEPENDENT CONSULTANT

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

24.0 INDEPENDENT LEGAL ADVICE

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

25.0 TIME FOR PERFORMANCE

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

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25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 **GENERAL**

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

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

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

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

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

26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.

26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated

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by reference in and form an integral part of this Agreement.

- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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

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CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: Category Manager

Signature: _____

Name: _____

Title: Chief Purchasing Official

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

APPENDIX A - SCOPE OF SERVICES

(to be inserted prior to contract execution)

APPENDIX B - INSURANCE REQUIREMENTS

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

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$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 same form as in this Agreement. Upon request, the Consultant will deposit with the City's

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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.

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APPENDIX C - PROPOSAL

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APPENDIX D - RFP