



## **REQUEST FOR PROPOSALS**

### **CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND NORTH LOOPS REMOVAL**

**RFP No. PS20201267**

**Issue Date: December 16, 2020**

**Issued by: City of Vancouver (the “City”)**

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**SUMMARY**

The City of Vancouver is advancing work for the first phase of a new walking, rolling, and cycling path across the Granville Street Bridge (the “Bridge”), referred to as the Interim Connector Design (the “ICD”). The design will also include the replacement of the two north Granville Loops with a new street network.

The purpose of the RFP is to retain a multi-disciplinary consulting firm or a team of consultants with the capability, capacity, and experience to act as the Engineer of Record to develop a detailed design for structural modifications, street lighting and traffic signal design along the Bridge, and civil work on either end. The Consultant is required to consider the long-term objectives of the Connector during the design of the ICD, however, the long-term design is not included in this RFP.

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](mailto: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:

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

**2.0 KEY DATES**

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	Tuesday, January 12, 2021 at 3pm
Webex Information Meeting	Thursday, January 14, 2021 at 11:30am. An invite will be sent to Proponents who submit the Information Meeting registration form.
Deadline for Enquiries	Tuesday, February 2, 2021 at 3pm
Closing Time	3:00pm on Tuesday, February 9, 2021

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 and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

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**

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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: PS20201267 - Consultant for Granville Interim Connector Design and North Loops Removal - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 - Commercial Proposal (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](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.

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

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

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

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

4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium 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 general contractor 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.

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

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 5.4 An information meeting (the “**Information Meeting**”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Location: Online via Webex
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to [brian.brennan@vancouver.ca](mailto:brian.brennan@vancouver.ca), on or before the time and date specified in Section 2.1 above.

**6.0 PROPOSED TERM OF ENGAGEMENT**

- 6.1 The term of any Agreement is expected to be a four-year period, with two possible one-year extensions, for a maximum total term of six years.

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

**8.0 EVALUATION OF PROPOSALS**

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

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- 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	60%
Financial	35%
Sustainability (Social)	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](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**



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- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.
- 12.0 **LEGAL TERMS AND CONDITIONS**
- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

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

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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING

Supply Chain Management

**RE: REQUEST FOR PROPOSALS NO. PS20201267 CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND NORTH LOOPS REMOVAL**

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

Brian Brennan  
City of Vancouver  
Email: brian.brennan@vancouver.ca

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

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

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

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

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

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No PS20201267 CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND NORTH LOOPS REMOVAL.

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

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REMOVAL  
PART B - CITY REQUIREMENTS

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**PART B – SCOPE OF WORK**

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

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

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

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PART B - CITY REQUIREMENTS

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Consultant for Engineering Detailed Design & Construction Administration Services  
Scope of Work  
Project Delivery Branch

Granville Bridge Interim Connector & North Loops Removal Project(s)

RFP No. PS20201267

December 16, 2020

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## **1 INTRODUCTION**

The City of Vancouver (the “City”) is advancing work for the first design phase of a new walking, rolling, and cycling path across the Granville Street Bridge (the “Bridge”), referred to as the Interim Connector Design (the “ICD”). The design includes the replacement of the two north Granville Loops with a new street network.

The purpose of this RFP is to retain a multi-disciplinary consulting firm or a team of consultants (the “Consultant”) with the capability, capacity, and experience to act as the Engineer of Record (the “EoR”) to develop a detailed design for structural modifications, street lighting and traffic signal design along the Bridge. The services provided by the Consultant, as well as the civil work by construction contractors on either end of the Bridge, are cumulatively referred to as the “Project”.

There are two scopes of work outlined in this RFP, referred to as Package A and Package B. Additional information on the requirements for Package A - Interim Connector Design is provided in Sections 2.2.1 and 3.2, information on Package B - North Granville Loops Removal is provided in Sections 2.2.2 and 3.3.

Consultants must submit and will be evaluated based on one proposal that includes the scope of work outlined in both packages. While the Consultant is required to consider the long-term objectives of the Connector during the design of the ICD, the long-term design is not included in this RFP.

The scope of this RFP is expected to be completed over a four (4) year period and the work includes detailed design, tender services, construction planning, as well as construction and post-construction services. Detailed requirements, including deliverables, are discussed in the sections below.

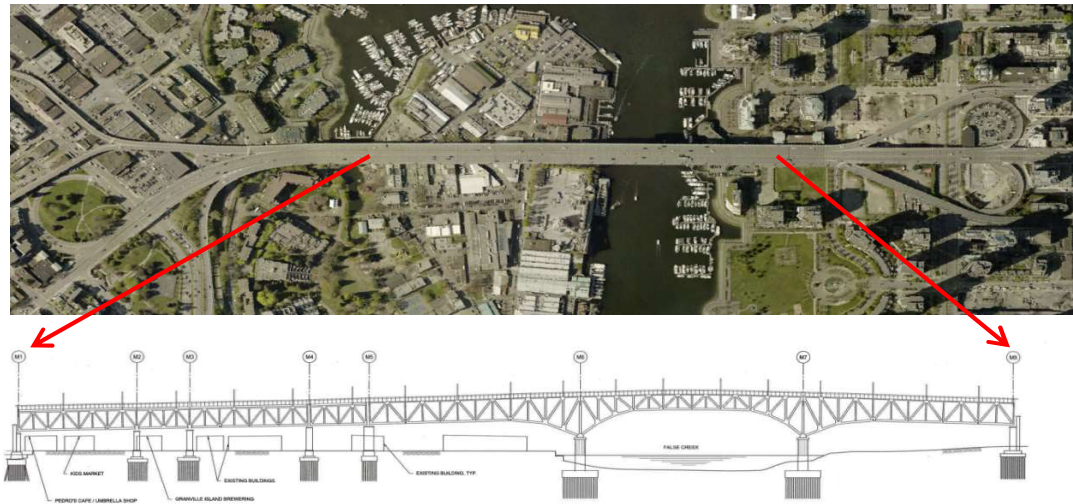
### **1.1 Overview of the Granville Bridge**

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 4<sup>th</sup> Ave ramp for westbound traffic, and the Hemlock Street ramp for northbound traffic. The general bridge layout can be seen in Figure 1 below.



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**Figure 1: Layout of Granville Bridge**

The main span superstructure consists of a seven-span steel deck truss with reinforced concrete deck slab and asphalt concrete overlay, supported by concrete piers on steel pile foundations. The north and south approaches, including the north loops, are comprised of reinforced concrete girders and deck slab with asphalt concrete overlay, supported on hammerhead concrete piers and spread footings. Similarly, the structure North of N18 consists of concrete girders supported on piers walls and abutments. For details regarding the structural components and repairs/modifications implemented to date, please refer to the attached reference documents.

The seismic detailing requirements of the current Canadian Highway Bridge Design Code (CAN-CSA-S6-S14) are significantly more stringent and comprehensive than the requirements used in the original design. As a result, 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, 4<sup>th</sup>, 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 most 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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- f. On-going concrete repairs and bearing replacements to the Seymour and Howe Street ramps, main steel span and south concrete approach are currently underway and scheduled to be complete in April, 2021.

## **1.2 Granville Connector Project Background**

### **1.2.1 History of the Granville Connector**

The Bridge was originally designed for high-volume freeways which were never constructed, resulting in significant present-day challenges from a comfort, accessibility and urban design point of view. Notably, the current Bridge configuration:

- Promotes high vehicle travel speeds as a result of excess road capacity;
- Has narrow sidewalks with no buffer from traffic;
- Has steps in the sidewalks at vehicle on-/off-ramp crossing which make the bridge inaccessible to people who use mobility aids or push strollers;
- Has un-signalized crosswalks at vehicle on-/off-ramp ;
- Requires cyclists to either share a travel lane with high speed motor vehicle traffic or mix with pedestrians on the narrow sidewalks;
- Is complex and makes it challenging for pedestrians and cyclists to reach their destinations at either end of the Bridge.

In 2012, Council adopted the *Transportation 2040* plan, which identified the need to improve comfort and address gaps in Vancouver's walking and cycling network. The plan identified the False Creek Bridges, including the Granville Bridge, as high priority areas for focus.

In 2019, the City declared a climate emergency and endorsed a Climate Emergency Response to improve Vancouver's efforts to tackle climate change, summarized in six (6) "big moves". Two of the "big moves" included "creating walkable and complete communities", and "creating safe and convenient active transportation and transit". City Council also included a directive to staff to engage the public on design options for a safe and accessible multi-use path across the Granville Bridge, facilitating a wide range of ages and ability and preserving views to the water.

As a result, in 2019, the City engaged Associated Engineering and subsequently a consulting team lead by Stantec to complete a review of conceptual designs for the Granville Connector, including a review of the structural feasibility of implementing the design as well as preliminary cost and schedule estimates.

### **1.2.2 Granville Connector Stakeholder Engagement**

In 2019 and early 2020, the City engaged with the public and several stakeholders on potential design options for a safe and accessible path so people of all ages and abilities could comfortably walk, roll, or cycle across the Bridge. The engagement process included a wide range of stakeholders representing diverse interests: local resident and business associations; Vancouver Police Department and Vancouver Fire and Rescue Services; transportation, seniors, accessibility, and placemaking organizations; citizen advisory bodies; equity seeking groups; emergency, health, and social services; and Granville Island. This engagement process followed a three-phase approach that involved running open houses, workshops, walking tours, and surveys for the broader public to share their ideas and concerns:

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1. In Phase 1 (April 2019), staff sought input on the draft project goals and invited the public to share how they currently use the bridge, along with specific ideas and concerns.
2. In Phase 2 (September 2019), staff provided the public with an opportunity to review and comment on six shortlisted design options, and shared information on other options which were explored but eliminated.
3. In Phase 3 (January & February 2020), staff presented a recommended design, and provided opportunities for the public to share opinions and provide further comments.

A full summary of the engagement process and findings can be found at: <https://council.vancouver.ca/20200916/documents/cfsc2.pdf>.

#### **1.2.3 Granville Connector First Nations Engagement**

In addition to the stakeholder engagement that was completed, the City engaged the Musqueam, Squamish, and Tsleil-Waututh Nations (MST) through the City liaison and inter-governmental relations team. This engagement process followed a three-phase approach:

1. In Phase 1, staff created and delivered a presentation on the project and design options at an intergovernmental meeting.
2. In Phase 2, the intergovernmental meeting format changed from staff presentations to a lunchtime mini-open house at City Hall. The open house featured a number of City projects, including the Granville Connector. MST representatives walked the room and staff responded to questions or feedback.
3. In Phase 3, a letter was sent to MST summarizing the project to date, including details on the recommended design and inviting feedback.

In addition, MST were notified of, and participated in field work related to early investigation work for the Granville Connector. When applicable, First Nations Permits were also obtained.

#### **1.2.4 Granville Connector Previous Studies and Designs**

The following studies have been completed for the Granville Connector:

- a) Stantec, COWI, WSP (2020) Conceptual Design Report
- b) Stantec, VIA Architecture (2020) Granville Bridge Connector Memo - Urban Design Concepts
- c) Associated Engineering (2019) Structural Stability Analysis

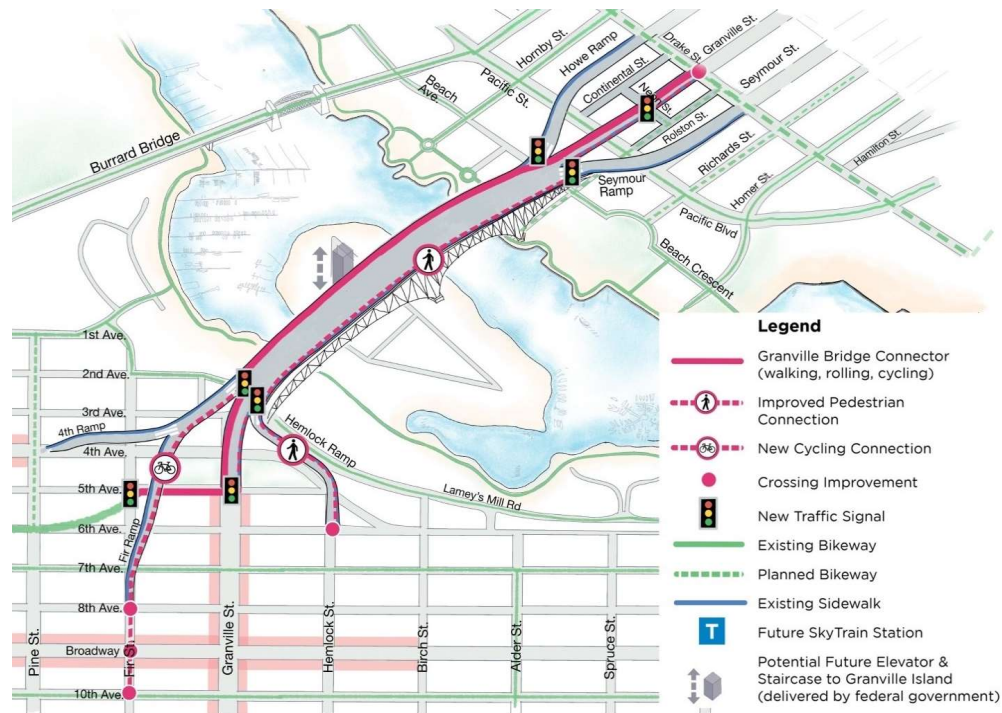
These studies and reports are included in the reference documents attached. As well, traffic modelling scenarios were developed by Parsons.

#### **1.2.5 Selected Long-Term Design Option - West Side Plus**

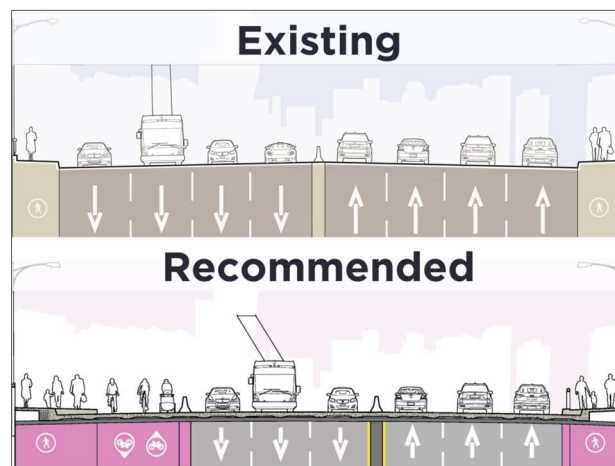
Of six (6) initial designs presented publicly for feedback, the “West Side Plus” option emerged as the clear preference among both stakeholders and the public as the best way to improve active transportation conditions across the Bridge, promote views, and maintain reliable transit and support existing motor vehicle volumes. This option was further refined through a comprehensive technical review and public engagement process, culminating in the design concept illustrated below in Figure 2 and Figure 3. Further details on this ‘long-term design’ concept can be found online in Appendix A of the ‘Granville Bridge Connector and Drake Street Improvements’ Council report: <https://council.vancouver.ca/20200916/documents/cfsc2.pdf>.

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Given the significant scope of work involved in delivering the long-term design concept, its delivery will be phased over multiple capital plans.



**Figure 2: Overview of the Granville Bridge Connector Long-Term Design Concept**



**Figure 3: Bridge Main-Span Cross-Section Illustrating the "West Side Plus" Granville Bridge Connector Design Concept**

#### 1.2.6 Interim Connector Design Concept - Phase 1

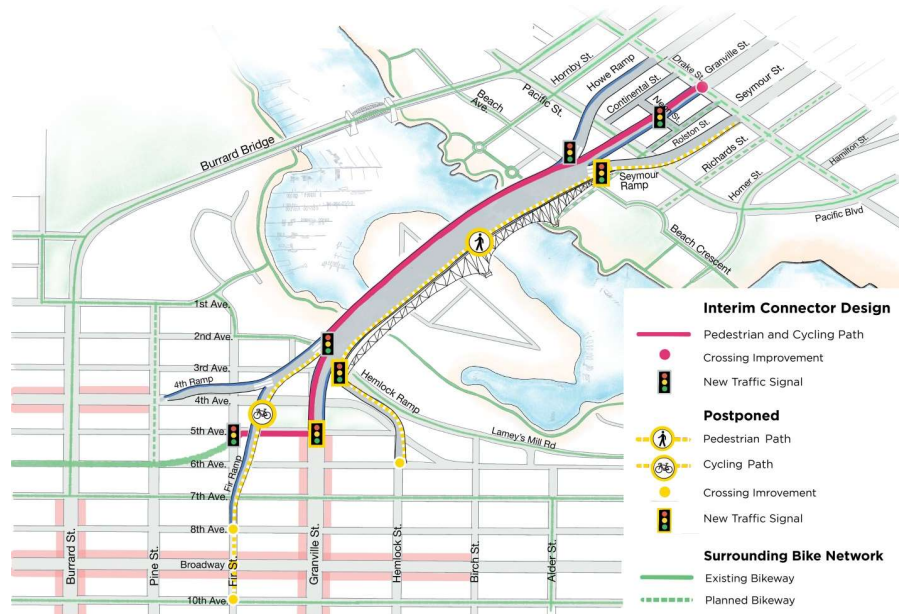
Given the significant scope of work involved in the full "West Side Plus" Connector, the delivery of the full design will be phased over multiple capital plans. The first phase of the project is intended to deliver the vast majority of the active transportation improvements over the Granville Bridge while creating opportunities for new features to be introduced over time. Ultimately, this will include features such as means prevention fencing, public art, lighting,

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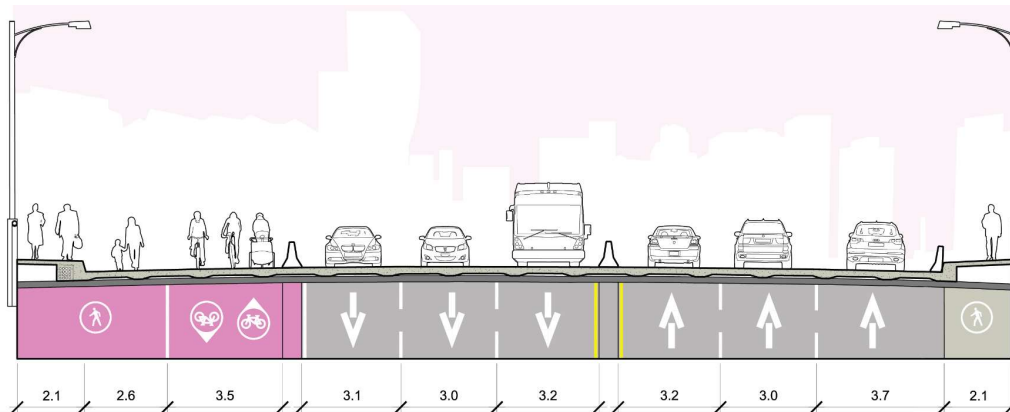
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seating and lookout stations, all intended to create a special and enjoyable experience for people of all ages and abilities.

The scope of this RFP refers only to the first phase of delivering the Granville Bridge Connector, referred to as the Interim Connector Design. An overview of the extent and work involved in the Interim Connector are illustrated in Figure 4 and Figure 5 below.



**Figure 4: Anticipated Scope of the Interim Connector**



**Figure 5: Bridge Main-Span Cross-Section Illustrating the Interim Connector Design Concept**

The Interim Connector design concept reallocates two (2) vehicle lanes on the west side of the bridge to provide space on the existing bridge deck for a wide (unraised) sidewalk and bi-directional bike lane, separated from traffic with a gravity barrier. To provide safe and comfortable on- and off-ramp pedestrian and bike crossings, a new traffic signal would be installed on both the Howe and Fir ramps. Furthermore, the existing centre median would be shifted east by one travel lane to accommodate three (3) travel lanes in each direction on the main span of the bridge. Note that for a portion of the north and south approaches, the centre median is removed entirely. No improvements would occur on the east side of the bridge as



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part of the Interim Connector. Additional improvements are proposed at the south and north ends of the bridge, which are discussed in Section 3.

75% geometric design drawings of the Interim Connector and the corresponding Design Brief are available as separate attachments and will be made available to Proponents who complete the Non-Disclosure Agreement. Signed and sealed 2D geometric drawings of the Interim Connector will be provided to the Consultant prior to the Initial Kickoff Meeting.

### **1.3 North Loops Removal Project Background**

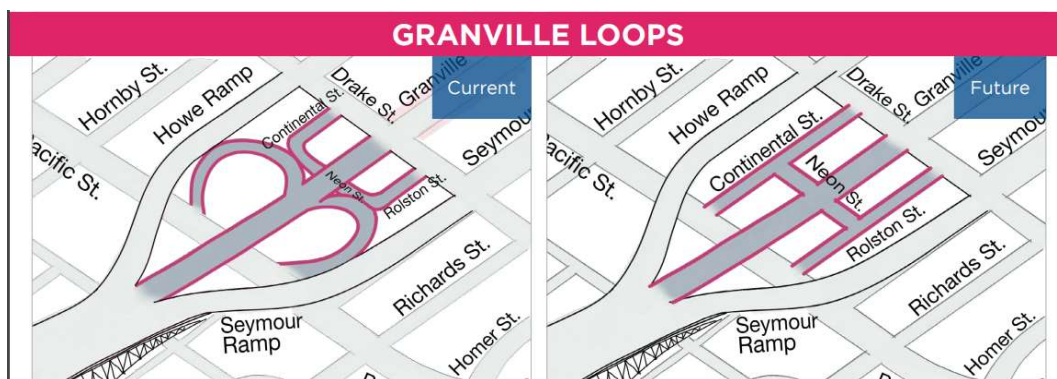
#### **1.3.1 History of the North Loops Removal**

In 2010, Council adopted the *Granville Loops Policy Plan* (amended in 2018), which included replacing the freeway-style on- and off-ramps connecting the north end of the Granville Bridge to/from Pacific St with an “H-network” configuration of new streets. The reconfiguration of the street network is intended to improve the public realm, improve transportation connections, and upgrade the economic viability of the area.

To avoid considerable traffic management challenges should the replacement of the North Loops happen after Drake St is converted to one-way vehicle travel and the ICD installed, the City is considering coordinating the delivery of the North Loops replacement with delivery of the ICD. This also enables a more comfortable crossing for the Connector at Neon St, as opposed to providing an unsignalized crossing of the on-ramp.

#### **1.3.2 Potential Scope of Work**

The potential scope of this RFP with respect to the removal of the North Loops is illustrated below in Figure 6. Further information, including detailed scope of work, can be found in Section 3.2.3 of this document.



**Figure 6: Replacement of the North Granville Loops with an “H-network”**

#### **1.3.3 Previous Studies and Designs**

- a) Stantec (2017) Granville Loops - Business Case Study
- b) Associated Engineering (2019) Technical Memo
- c) Granville Loops Policy Plan (2010):  
<https://council.vancouver.ca/20101007/documents/penv4.pdf>

These studies and reports are included in the reference documents attached.

## **2 SUMMARY OF ESSENTIAL SERVICES**

### **2.1 Minimum Service Requirements**

The City requires professional services to advance the Project through the detailed design and construction phases. Consultants should meet the following minimum service requirements:

- i. 10 years of relevant bridge design, geotechnical design, transportation design, civil design and construction-related experience;
- ii. The Consultant must have completed at least three (3) projects of similar size, scale, value and impacts in the last ten (10) years;
- iii. The Consultant's proposed project team must have:
  - Lead engineer (Team Lead - for day to day project activities) with at least 15 years of experience in structural design and construction;
  - The lead engineer shall be supported by a deputy engineer possessing at least 10 years of transportation/infrastructure development experience;
  - Both leads must be registered professional engineers in the Province of British Columbia; and
  - Demonstrates relevant experience managing projects of similar size, scale, value and impact.
- iv. The City encourages the Consultant to choose a pre-qualified vendor with the City for the third-party independent structural review scope of work. The decision rests solely with the Consultant.
- v. The City encourages the Consultant choose one or more pre-qualified vendors with the City for traffic engineering, traffic signals, and street light lighting (and other associated electrical design). The decision rests solely with the Consultant.
- vi. The Consultant should demonstrate experience in obtaining approvals, permits, etc. from Municipal and/or Provincial Governments, Boards, TransLink, Coast Mountain Bus Company, the Ministry of Transportation and Infrastructure, Metro Vancouver, and/or other 3rd parties.
- vii. The Consultant must demonstrate satisfactory Quality Assurance and Quality Control standard for design and construction. This could include but is not limited to the Consultant's ability to demonstrate adherence to EGBC Quality Management Program requirements or equivalent.

### **2.2 Work Packages**

There are two scopes of work outlined in this RFP that are referred to as Package A and Package B. Consultants must include and will be evaluated based on proposals for both packages. An overview of each package is summarized below.

#### **2.2.1 Package A - Interim Connector Design**

The scope of work in this package comprises detailed design, tender services, construction planning, as well as construction and post-construction services for delivery of the Interim Connector. The design is defined in the 75% geometric design drawings provided in the reference documents. Signed and sealed 2D geometric drawings will be provided to the Consultant prior to the Initial Kickoff Meeting. Additional details can be found in Section 3.0 below.

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### **2.2.2 Package B - North Granville Loops Removal**

The scope of work in this package comprises detailed design, tender services, construction planning, as well as construction and post-construction services for delivery of the removal of the north Granville Loops, including a new replacement road network. The design of the replacement road network is outlined in the 75% geometric design drawings provided in the reference documents. Signed and sealed 2D geometric drawings will be provided to the Consultant prior to Initial Kickoff Meeting. Additional details can be found in Section 3.0 below.

### **2.3 Overall Project Schedule**

The anticipated project schedule is provided below in Table 1; please refer to the terms outlined in the Professional Services Agreement.

***Table 1: Anticipated Overall Project Schedule***

<b>Milestone</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Contract Execution and Kick Off Meeting	MAY 2021	MAY 2021
Detailed Design	MAY 2021	MAY 2021
Invitation to Tender (ITT) - Tender Support services	JAN 2022	FEB 2022
Construction	MAR 2022	NOV 2023
Project Close Out	DEC 2023	JAN 2024

### **2.4 Deliverables and Consulting Services Schedule**

A summary of the proposed schedule of consulting services is provided in Table 2 below for informational purposes only and is subject to be adjusted as required. The schedule below is for both Package A and Package B.

The Consultant shall commit to the project schedule as outlined in this section of the proposal and shall monitor and prioritize the consulting team resources to meet the agreed upon deadlines. In the case that the Consultant believes the milestones below are not achievable, the Consultant shall provide an alternate schedule in their proposal for the City's review. If and where possible, the Consultant should outline how the schedule could be improved and include this in their Proposal.

***Table 2: Table of Anticipated Project Milestone Dates***

<b>Scope of Work Item</b>	<b>Milestone Date</b>
<b>RFP Process</b>	
RFP Closes	FEB 2021
Notice to Lead Proponent	MAY 2021
<b>Project Start-Up</b>	
Initial Kickoff Meeting	MAY 2021
Review of Past Work, Testing, Inspections etc.	MAY 2021
<b>Design Submissions</b>	



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30% Design Drawings and Specifications for Loops Removal and “H-Network” (Package B Only)	JUL 2021
50% Design Drawings and Specifications	SEP 2021
75% Design Drawings and Specifications	OCT 2021
90% Design Drawings and Specifications	NOV 2021
100% Design Drawings and Specifications	DEC 2021
IFT Drawings and Specifications	DEC 2021
Independent Review	DEC 2021
<b>Construction Cost &amp; Schedule Estimates</b>	
Class D Cost and Schedule Estimate for Loops Removal and “H-Network” (Package B Only)	JUL 2021
Class B Cost Estimate	NOV 2021
Class A Cost Estimate	DEC 2021
Construction Schedule	NOV 2020
<b>Construction Planning &amp; Tender Support</b>	
Construction Sequencing Plan, Traffic Management Plan, etc.	DEC 2021
Invitation to Tender	DEC 2021
Tender Support Services	JAN 2022
Bid Evaluations & Award Recommendations	JAN 2022
<b>Construction Services</b>	
IFC Drawings and Specifications	FEB 2022
Contract Administration	MAR 2022
Quality Assurance - Construction Inspection & Field Reviews	MAR 2022
<b>Post Construction Services</b>	
Record Drawings and Construction Summary Report	JAN 2024
Warranty Inspection & Issue Resolution	NOV 2024

## 2.5 Design Review Process

The Consultant will be required to provide a number of submissions as part of this Scope of Work as the maturity of the design progresses. The design process will be an iterative process, where deliverables will be reviewed by City staff to ensure the design meets City specific requirements. The Consultant needs to take into account this iterative process in their submitted proposal and allow for the time required for the Proponent and the City and other stakeholders to review the deliverables for acceptance by the City.

A defined list of City staff (and their scope of design review) will be provided to the Consultant upon commencement of the Services as the key distribution list for all design submissions. The

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management of, and gaining of necessary approvals from all City staff reviewing design submissions will be a key responsibility for the Consultant.

A defined review method of communication (for seeking clarification or providing comments) and escalation plan for delayed responses is to be established by the Consultant to ensure City review processes do not delay the overall completion of this RFP Scope of Work.

Furthermore, the Consultant is to consider the degree of review required for City staff on a particular design submission and, where significant, may need to consider phasing the submission to ensure that City staff can review a manageable package and provide feedback in a reasonable timeframe.

In addition to the City's review and acceptance of drawings and deliverables, an Independent Review of the structural design by a third-party qualified individual may be required. Refer to Section 5.2 for additional information.

### **3 SUMMARY OF REQUIREMENTS**

There are two scopes of work outlined in this RFP, referred to as Package A and Package B. Consultants must submit one proposal that includes both packages.

This section provides details on the specific tasks and requirements for the Services to be provided by the Consultant for both packages. Any tasks not identified here but required to complete the Services should be identified by the Consultant in their Proposal and should include rationale as to why the additional Services are required.

***Note: A previously completed conceptual design technical memo (prepared by COWI and included in Appendix J of Stantec's Conceptual Design Report - Granville Connector) has indicated that the Interim Connector should not trigger any structural upgrades to the bridge. The memo also concluded that a more detailed structural analysis is recommended to confirm this conclusion. The Consultant shall confirm and identify if structural upgrades will be required as part of the Interim Connector work during the early stages of the design phase.***

#### **3.1 Review of Previous Work**

The Consultant shall review the following list of relevant documents to gain a functional understanding of the current condition of the Granville Street Bridge and previously completed studies, prior to completing any work. These documents will be provided to the prospective Consultant following the 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

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- ix. Record Drawings, including originals, bearings and joint replacement (seismic upgrade steel), seismic upgrade drawings, shear capacity upgrade drawings at the concrete approaches, expansion joint replacement drawings, M6 and M7 pier repairs and seismic upgrade drawings and concrete repair drawings
- x. Preliminary Conceptual Design Drawings and Report for the Connector project
- xi. Signed and sealed 2D geometric drawings for the Interim Connector and North Loops Removal (Package A & B)
- xii. Long-Term Granville Bridge Connector design
- xiii. Guide for Inspections Using the DRU Rating System
- xiv. Construction summary reports
- xv. Geotechnical reports
- xvi. Traffic modelling
- xvii. Detailed condition assessment report
- xviii. Project execution plan template

In addition, the Consultant shall perform an on-site inspection of the project area, as required, and conduct any necessary land surveys, field surveys, structural inspections and geotechnical investigations required to facilitate the detailed design of the Interim Connector and North Loops Removal.

The Consultant shall confirm the constructability of the design after having completed a review of previous works and shall outline any concerns or constraints with the proposed Interim Connector design as outlined in the signed and sealed 2D geometric drawings for Package A and B via e-mail and at the bi-weekly meeting. A formal summary of the results shall be included in the signed and sealed Design Report.

### **3.2 Package A - Interim Connector Design**

The package of work comprises detailed design, tender services, construction planning, as well as construction and post-construction services for the Interim Connector.

#### **3.2.1 Detailed Design of the Interim Connector**

The following subsections outline the design elements that are expected to be delivered as part of the Interim Connector. The list is illustrative, not exhaustive, and as part of this task the Consultant is required to identify any missing design elements as necessary and complete the necessary work to ensure the related design and construction requirements are included in the final drawings and deliverables.

##### **3.2.1.1 Relocation of Centre Median**

The Consultant shall design and develop a plan to remove a portion of the centre median from the north and south approaches and to relocate the remainder of the centre median one lane east, as shown in Figure 5 and in the 75% geometric design drawings provided in the reference documents, to accommodate the new Interim Connector travel lane alignment on the bridge deck. The existing median runs along the centerline of the entire Granville Street alignment and is cast-in-place concrete, mechanically fastened to the deck. The new median is also to be either a cast-in-place or pre-cast concrete barrier, designed and fastened to the deck in accordance with CAN/CSA-S6-14 (CHBDC) traffic barrier requirements.

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The Consultant must consider asbestos and lead management and abatement, in addition to other environmental contaminants, during the asphalt removal and reinstatement for the median relocation, particularly in context with traffic management along the bridge.

**3.2.1.2 Installation of Gravity Barriers**

The Consultant shall develop a plan to install pre-cast concrete median (CMB-H / CMB-E) gravity barriers along the west side of the bridge deck to reallocate two travel lanes for people walking, rolling, and cycling and separate these users from vehicular traffic, improving safety and comfort on the bridge.

The Consultant shall also develop a plan to install temporary pre-cast concrete median (CMB-H / CMB-E) gravity barriers along the east side of the bridge deck to improve pedestrian comfort on the east sidewalk. The Consultant shall comment on and, where possible, minimize the implications this barrier would have on drainage, as well as other typical maintenance requirements.

The extent of the gravity barriers on both the east and west side of the bridge is outlined in the 75% geometric design drawings provided.

**3.2.1.3 Expansion Joint Cover Plates**

The existing expansion joints on the bridge pose significant safety and comfort concerns for people walking, rolling, or cycling. The Consultant must design cover plates for the approximately 6m pedestrian and cycling path width of the expansion joints within the Interim Connector to provide a smooth and accessible path.

**3.2.1.4 New Large Overhead Vehicle Signage along Main Span**

The new lane alignments resulting from the Interim Connector will impact the efficacy of the existing overhead signs on the Bridge. The Consultant shall design and develop a plan to install new large overhead vehicle wayfinding signs, the layout and location of which will be developed and approved by the City as part of the sign plan, to replace existing signage. This design may or may not include Advanced Warning Flashers. As part of this plan, the Consultant must explicitly detail any retrofits or upgrades required (structural, electrical, or other) to the bridge structure as a result of these signs.

The Consultant shall confirm the results of the analysis and outline any required upgrades or constraints with the proposed overhead signs via e-mail and at the bi-weekly meeting. A formal summary of the results should be included in the Design Report. Should the City proceed with the installation of new overhead signs, the resulting upgrades, if any, must be incorporated in the design drawings.

**3.2.1.5 Decommissioning of Old Railway Signal Gantries**

Two signal gantries from the old railway system have been identified for possible decommissioning as their current position may obscure sightlines to the new traffic signal equipment to be installed at the 5<sup>th</sup> Avenue and Fir Street intersection. The Consultant shall support City staff in determining whether the old signal gantries need to be removed and, if so, design and develop a plan to decommission both signal gantries. As these signal gantries represent important heritage assets for the City, the Consultant must ensure the decommissioning process prevents and/or reduces, to the extent possible, any damage to these assets.

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The Consultant is asked to price and include the decommissioning of both signal gantries (design and implementation) as a provisional scope of work, as noted in the pricing table.

**3.2.1.6 Partial Repaving and Lane Line Eradication**

The new lane alignments for the Interim Connector will result in the need for lane line eradication. For some sections along the Bridge, eradicating lane lines may leave a “ghosting effect” resulting in confusion for drivers, particular at night and/or when the bridge deck is wet. To mitigate this, areas where existing lane alignment deviates significantly from the new alignment, particularly through curves, were identified for repaving as shown in the Lane Line Eradication and Repaving Plan provided in the reference documents. The Consultant shall design and develop a plan to repave the requisite sections/areas on the bridge deck.

**3.2.1.7 New Traffic Signal Installation on Bridge Structure**

The Consultant shall design and develop a plan to implement the following two new traffic signals:

- i. Howe On-Ramp
- ii. Fir Off-Ramp

The Consultant’s design of the traffic signals must consider both the Interim Connector and the long-term Connector design (see reference documents), designing where feasible to accommodate the long-term design for subsequent phases of delivery and enabling safe pedestrian and bike crossing. The new traffic signals are located on the suspended bridge structure and the Consultant must identify and provide a design for any upgrades or retrofits required (structural, electrical or other) to facilitate the traffic signal installation.

A preliminary signal design was completed by Stantec in 2019 and can be found in in the reference documents provided.

**3.2.1.8 Modification to Sidewalks and Other Bridge Structure**

The Consultant shall design and develop a plan to implement structural and civil modifications and/or repairs to concrete and steel structures to improve accessibility to the Bridge structure, including sidewalks, consistent with the 75% geometric design drawings provided. This work also includes some permanent curb ramps near signalized crossings and temporary pedestrian ramps mid-span for pedestrian access to/from the existing sidewalk.

**3.2.1.9 5th Avenue Modifications**

The Consultant shall design and develop a plan for interim improvements to 5<sup>th</sup> Ave that enable a pedestrian and cycling connection to the Arbutus Greenway. This includes converting the existing South loop to pedestrian and cycling only, installing a new traffic signal at Fir St and 5th Ave, as well as installing an un-signalized at-grade crossing to Granville St that safety enables pedestrians to avoid using the existing narrow and dark underground tunnels beneath the Granville Loop Park.

The scope of modifications required in this area is shown in the 75% geometric design drawings provided. The Consultant shall be mindful that any ground disturbance in this area will require an archaeological review, see Section 6.5 below

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**3.2.1.10 North Approach and Downtown Granville St Modifications**

The Consultant shall design and plan for the continuation of the Interim Connector as far as the Drake St and Granville St intersection. This work includes an interim unsignalized crossing of the Pacific on-ramp as well as the redesigned Granville and Drake intersection, including the design of any necessary signal upgrades and associated civil work. Note, this will require coordination with the City's design and construction work on Drake Street.

The scope of modifications required in this area is shown in the 75% geometric design drawings provided.

**3.2.1.11 General Street Modifications**

The Consultant should note that a number of projects and developments will be occurring in the vicinity of the Project, such as the Drake Street upgrades and the Broadway Subway Line, and the impact of these projects will need to be considered and incorporated into the detailed design.

**3.3 Package B - North Granville Loops Removal**

This package of work comprises detailed design, tender services, construction planning, as well as construction and post-construction services for the removal of the north Granville Loops, including a new replacement road network.

**3.3.1 Design of the North Granville Loops Replacement**

This section outlines the subtasks that are expected to be delivered with the north Granville Loops replacement design, including the creation of a new "H-network". The sub-tasks listed below are based on Associated Engineering's 2019 Granville Loops Technical Memo included in the reference documents. During the early stages of the design, the Consultant shall review the proposed decommissioning approach and, where there are opportunities, suggest alternative design and construction options which may reduce the cost or duration of this work.

The following list is illustrative, not exhaustive, and as part of this task the Consultant is required to identify any missing design elements as necessary and complete the necessary work to ensure the related design and construction requirements are included in the final drawings and deliverables.

The transportation modifications required for the north Granville Loops replacement are outlined in the Package B 2D geometric drawings provided.

**3.3.1.1 Decommissioning and Removal of the North Granville Loops**

The Consultant shall design and develop a plan to decommission and remove the two existing north Granville Loops, including the complete removal of asphalt on grade, concrete superstructure, and substructure above ground elevation. The Consultant must ensure that the structural integrity and seismic performance of the existing structure is not compromised by the decommissioning and removal of the Loops. The removal of the Granville Loops will trigger the requirement for an environmental and archaeological assessment, discussed further in Section **Error! Reference source not found.**

**3.3.1.2 Bridge Modifications between Pier N18 & Abutment N22**

The Consultant shall design and develop a plan to completely remove the bridge deck between Pier N18 and Abutment N22, and convert Pier N18 into an abutment, facilitating the conversion

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of these spans from suspended structure to road on fill. This includes the reconstruction of the asphalt roadway on top of the new retained fill, as well as the reinstatement of all utilities.

The plan shall include a method wherein Piers N19, N20 and N21 remain in place, except where portions of the piers that may have to be trimmed temporarily to facilitate construction. If the demolition of the mainline deck between Piers N18 and N22 is to be phased to maintain some traffic, including trolley buses, over the north approach during construction, then the plan should include the design of all necessary elements and temporary structures to facilitate the staged ramp replacement and accommodation of interim trolley overhead.

Based on a previous preliminary study completed by AE, it is anticipated that this design will include anchors to retain the wall pier and restrain the future backfill, as well as a method to remove the existing seismic restraints linking the adjacent girders at Pier N18 and replace them with new seismic restrainers on the south side of N18.

The Consultant must ensure that the structural integrity and seismic rating of the bridge is not impacted by the removal of the deck, the conversion of N18 to N22 from suspended structure to road on fill, or by the conversion of Pier N18 to an abutment. During the early stages of the design phase, the Consultant shall prepare a report summarizing their recommendations to facilitate this demolition and backfill work between Piers N18 and Abutment N22. The bridge modifications may also trigger the requirements for an environmental and archaeological assessment, discussed further in Sections 4.4 and 6.5

#### **3.3.1.3 Backfill between Pier N18 and Abutment N22**

The Consultant shall design and develop a plan to backfill the area between Pier N18 and Abutment N22, facilitating the conversion of these spans from suspended structure to road on fill.

#### **3.3.1.4 Neighbourhood Energy Utility**

At this time, the City does not plan to include any requirements for a Neighbourhood Energy Utility (NEU) space preservation in the scope of work of this Project. However, during the detailed design process the Consultant may be asked to design and develop a plan for the provision of a NEU space within the fill area between Piers N18 and Abutment N22. In this event, facility requirements would be provided to the Consultant by the City to include this work item in the Project scope.

The Consultant is asked to price and include this item as a provisional scope of work, as noted in the pricing table.

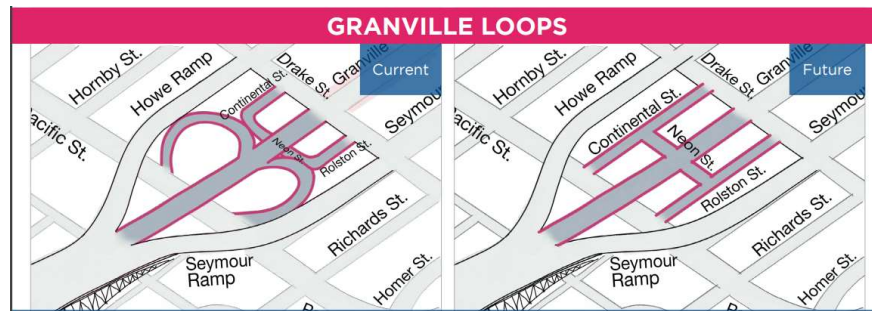
#### **3.3.1.5 Construction of the “H-Network”**

The Consultant shall design and develop a plan to construct the proposed “H” street network. The H-network is envisioned to be an interim road structure, see Section 4.8, and will be made up of the following streets:

- i. Extending Continental St south to Pacific St
- ii. Extending Rolston St south to Pacific St
- iii. Construction a new east-west Neon St between Drake St and Pacific St, to connection Continental St, Granville St, and Rolston St

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**Figure 7: Replacement of the North Granville Loops with an "H-Network"**

The transportation modifications required for the north Granville Loops replacement are outlined in the Package B 2D geometric drawings provided.

#### **3.3.1.6 Utility Upgrades on "H-network"**

The Consultant shall design and develop a plan to deliver the required utilities upgrades, as defined by the City. The upgrades required include:

##### **Drainage & Street Grading**

A new storm system, including rainwater management for new streets: Neon St, Continental St, and Rolston St. The design should meet or exceed the City's Standards and Rain City Strategy Policy. New or relocated CB locations, including curb grading, must be shown on the "roadworks and grading" drawings to demonstrate high and low points for new streets.

##### **Water**

- i. 400 meters of new and extended water mains on:
  - Rolston St, from Drake St to Pacific St,
  - Neon St, from Continental St to Rolston St, and
  - Continental St, from Drake St to Pacific St.

#### **3.3.1.7 Electrical - Street Lights, Signals & Other Infrastructure**

- i. Street lighting (roadway and pedestrian) for the new H-network roadway and intersections, including full intersections at the ends of the H-network (ie. Pacific St & Continental St, Pacific St & Rolston St, etc.)
- ii. Underground infrastructure and any additional infrastructure that is required to facilitate the function of electrical equipment including street lighting, traffic signals and communications.

#### **3.3.1.8 New Traffic Signals on "H-network"**

The Consultant shall design and develop a plan to implement the following new traffic signals and the associated civil work at these intersections:

- i. Continental St & Neon St
- ii. Granville St & Neon St
- iii. Rolston St & Pacific St



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The Consultant's design of the traffic signals must consider both the Interim Connector and the long-term Connector design, designing where feasible to accommodate the long-term design for subsequent phases of delivery and enabling safe pedestrian and bike crossing. Note, replacement of the north Granville Loops involves re-grading the area to convert the ramps and bridge structure from Pier N18 to N22 to road structure on fill. Thus, these four new traffic signals will be at road grade.

A preliminary signal design was completed by Stantec in 2019 and can be found in the reference documents, and civil work will need to be consistent with the Package B 75% geometric design drawings provided in the reference documents.

#### **3.3.1.9 Modifications to Pacific St**

Some civil, electrical and street lighting work will be required to along Pacific St to adjust some curbs, drainage, sidewalk, and travel lanes, consistent with the Package B 2D geometric drawings provided in the reference documents.

#### **3.3.1.10 Vacant Land Conditions**

The removal of the North Loops will result in the creation of vacant land at the north end of the bridge. The Consultant shall design and develop a plan to ensure the new land that becomes available is built-up in a manner to facilitate easy road access, allow for temporary uses and is graded to ensure proper drainage. The Consultant should also present options to secure the new parcels during and after construction of the new H-network roadway.

### **4 DESIGN CRITERIA AND CONSIDERATIONS**

The following list of design criteria and considerations is illustrative, not exhaustive, and is a part of the detailed design requirements. The Consultant is expected to identify additional considerations, as necessary, and include these in their proposal.

#### **4.1 Structural Analysis**

The Consultant shall complete a detailed structural analysis of the existing Bridge structure with consideration for the additional weight of the Interim Connector, changes to loading conditions and geometry, as well as any associated infrastructure. The Consultant shall:

- i. Conduct a load assessment (for dead, live, wind and seismic loading) for the Granville Bridge in order to confirm that the Interim Connector, structural modifications relating to the North Loops removal and new associated infrastructure will not have structural implications on the existing bridge structure or decrease the bridge's existing seismic performance. Performance based design is required. A previously completed concept design assessment by COWI concluded that structural upgrades should not be triggered by the Interim Connector; however, a more detailed analysis is required during the early stages of the design phase to confirm this conclusion. In addition, the Consultant shall separately analyze and report on the structural implications of foregoing installation of a center median barrier but proceeding with gravity barriers on both the east and west side of the bridge, as outlined in Section 3.2.1.2. The Consultant shall present their findings in a signed and sealed Structural Memorandum prior to the detailed design phase.
- ii. Provide a summary of the proposed decommissioning and removal approach for the North Loops removal, to be included in the final Design Report.

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- iii. Prepare a comprehensive signed and sealed Seismic Assessment Report for the Bridge based on existing structural drawings, geotechnical data and additional on-site geotechnical investigations (see Sections 4.5 and 4.9). The Assessment shall follow the Ministry's supplement to CAN-CSA-S6-14 Section 4.12.5. The removal of the North Granville Loops (and structural modifications between Pier N18 and abutment N22) may impact the overall seismic performance of the Bridge. The Consultant shall provide an additional analysis on the seismic effects of the North Granville Loops work to the overall seismic performance of the bridge under a separate section of the report. The draft version of the report will be issued as part of the 50% detailed design submission. A final version of the report is expected with the submission of the 90% detailed design submission.
- iv. Conduct a Load Rating review, to be included in the Seismic Assessment Report, for all structural elements considering the Interim Connector design, structural modifications relating to the North Loops removal and new associated infrastructure. The report shall list 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 the report, including a key plan that shows the element numbering.

It is expected that the removal of the North Granville Loops will require substantial structural work on the North Approach of the structure. However, the City would like to minimize any required structural upgrades to the rest of the bridge as a result of the Interim Connector.

The Consultant shall work with City staff to resolve necessary changes to the Interim Connector design (e.g. alternate materials, geometric adjustments, landscaping changes, etc.) to reduce or completely eliminate any structural upgrades. Ultimately, the detailed design shall include all required rehabilitation and upgrade works to the Bridge foundations, substructure and superstructure that may be triggered as a result of the Interim Connector.

A structural evaluation of the existing steel gusset plates is being considered as part of this scope of work, as outlined below:

- i. Conduct a detailed structural evaluation of the existing steel gusset plates. The gusset evaluation shall meet all applicable codes and guidelines, including the Transportation Research Board's National Cooperative Highway Research Program (NCHRP) guidelines, as required. In order to confirm the design assumptions, the Consultant shall develop a testing plan and conduct material loss testing due to corrosion at critical locations of the gusset plates along the steel span of the bridge, as identified by the Consultant.

The Consultant is asked to price and include this particular item as a provisional scope of work, as noted in the Appendix 3 - Commercial Proposal.

The Consultant shall include a summary of the numerical modeling and analysis performed to prepare the detailed design drawings, including existing and retrofitted structural members, in the signed and sealed Design Report. All input files and technical analysis used in developing the designs will be provided to the City for City records.

#### **4.2 Acceptable Bridge Movement (Displacements and Rotations)**

The Consultant shall establish acceptable bridge movement thresholds and stop work movement thresholds (displacements and rotations), as determined through structural analysis for the bridge demolition, change of pier to abutment etc. in connection with the Loops and bridge deck removal work. The Consultant will assess the movement induced stresses, resulting force levels, and impacts to the bridge health and/or bridge stability.

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The Consultant shall provide a summary of the analysis and the recommended movement thresholds in the Design Report. The results and recommendations of this analysis will inform the Construction Monitoring Plan discussed later on in Section 6.2.

#### **4.3 Asbestos Abatement**

The asphalt on the Granville Street Bridge contains asbestos. It is not expected that the Consultant shall require the collection of new material (concrete, steel) samples to assist with establishing material properties and design parameters as asbestos testing along the Granville Bridge was completed in 2020. Results of this testing can be found in the reference documents provided. If the Consultant believes additional testing along the bridge is required to advance the detailed design, this should be specified and rationalized in their proposal.

The Consultant shall consider asbestos management and abatement in the design and sequencing of all project works, as well as any additional environmental requirements outlined in Section 4.4 below.

#### **4.4 Environmental Requirements**

In 2019, a Hazardous Materials Assessment was completed by R.J. & Associates Environmental Consulting for the Granville Bridge Seismic and Structural Upgrades Project and can be found in the reference documents provided.

With reference to the above stated report, the Consultant shall complete an assessment of possible environmental impacts, including potential impacts to wildlife (such as cormorants, vegetation and marine life), in order to prepare a strategy to mitigate each potential impact. Ultimately, the Consultant is responsible for preparing an Environmental Management Plan (EMP), which must include a Contaminant Management Framework Plan to address items such as soil handling, erosion and sediment control, dewatering, etc. to ensure compliance with the Environmental Management Act, and the City of Vancouver's Bylaws and Environmental Policies.

The Consultant is required to identify all relevant acts and legislation that will apply to the Project and obtain approvals/permits, as necessary. This includes the preparation of all necessary documentation, the collection of required field data, monitoring of status and liaising with permitting bodies to ensure applications are successful.

A few examples of considerations that should be included in the assessment and EMP are:

- i. Asbestos and lead in the asphalt;
- ii. Existing bird netting on the Bridge;
- iii. PCB in the bearings;
- iv. Soil contamination;
- v. Lead abatement in existing structural elements and railings;
- vi. Concrete removal and disposal.

The Consultant shall provide a summary of the environmental assessment findings and recommendations in the Design Report.

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#### **4.5 Geotechnical Requirements**

The Consultant shall review existing geotechnical reports and memo, including all geotechnical field testing completed as part of this Project, to develop the reports and drawings necessary to facilitate the construction of the Interim Connector, construction of the “H-network”, conversion of the bridge structure from suspended to at-grade, and all associated utility upgrades. In addition, the Consultant shall:

- i. Perform any necessary site reconnaissance, subsurface investigations, field testing (boreholes, test pits, in-situ testing, etc.) and laboratory testing, along with obtaining any required permits or preparing traffic management plans to carry out this work, including the Seismic Assessment Report. Note that ground disturbance activities at the south end of the bridge will require coordination with the City’s archaeologist and possibly archaeological monitoring.
- ii. Determine the extent, types and properties of soils and rocks, and ground water level. As a minimum, one borehole shall be completed per street block. The Consultant is responsible for the drilling investigations and they shall ensure the information gathered is sufficient to meet the design requirements.
- iii. Coordinate with the Environmental Assessment scope as outlined in Section 4.4 for sampling and/or monitoring.
- iv. Identify and complete any seismic, settlement, and slope stability assessments required.
- v. Assess soil-structure interaction at the north end of the bridge, including any seismic performance impacts, as a result of the filling and conversion of the bridge structure north of pier N18 as well as the construction of the H-network.
- vi. Provide backfill and bedding recommendations for proposed new utility pipe. Note, the City prefers to use City of Vancouver supplied backfill materials and the Consultant is expected to comment on the suitability of using these materials.
- vii. Provide constructability recommendations and design details for activities such as, but not limited to: excavation, shoring, temporary slopes, shoring, dewatering, material management, foundation design, backfilling and compaction, etc.
- viii. Provide settlement and vibrational thresholds for ground disturbance activities near the bridge structure and existing utilities.
- ix. Identify geotechnical risks that might be associated with different construction methods and potential construction difficulties as well as mitigation strategies.
- x. Summarize all analyses, soil parameters, assumptions, findings and recommendations in a Geotechnical Report. The draft version of the report will be issued as part of the 50% detailed design submission. A final version of the report is expected with the submission of the 90% detailed design submission. Electronic borehole logs in GINT format with locations identified in UTM (NAD83) coordinates must be included with the geotechnical report.
- xi. Produce all necessary reports, drawings, specifications and installation procedures as necessary to deliver the scope of work (either Package A or Package B) as outlined in this RFP.

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**4.6 Civil (Street) Design Requirements**

The Consultant shall provide signed and sealed “roadworks grading and drainage design” drawings based off of the provided signed and sealed 2D geometric design drawings provided at the project kick-off meeting. The City will provide Sign and Paint Plans, as well as landscape design drawings, for inclusion in the detailed design drawing package. The Consultant is required to work with City staff to ensure these designs are integrated with the “roadworks grading and drainage design” drawings.

**4.7 City Design Standards**

All designs are to be completed in accordance with the requirements and specifications from the City of Vancouver Engineering Design Manual, Standard Detail Drawings (SDD), and the Construction Specifications and the applicable Master Municipal Construction Document (MMCD) specifications unless otherwise noted in the geometric drawings or requested by City Staff. These resources can be accessed at the following website:

<https://vancouver.ca/streets-transportation/street-design-construction-resources.aspx>

**4.8 Temporary Pavement Design**

The proposed H-network at the north end of Granville Bridge will be a temporary asphalt pavement structure, to be replaced with a permanent pavement structure (as outlined in the City of Vancouver Standard Detail Drawings) with future development of the adjacent sites. The interim road condition may be in place for a number of years and a variety of vehicles, including construction equipment, will be accessing these roads.

The Consultant shall submit a temporary asphalt pavement structure for the City to review and approve, including the assumptions used to determine the interim structure.

**4.9 Field Testing for Designs**

The Consultant shall define the minimum testing required for carrying out the detailed design. Complete pricing (inclusive of permits, traffic control, etc.) for the tests should be accounted for in the submitted proposal.

At a minimum, the following tests are required to be completed to facilitate the design process:

- i. Geotechnical field testing and analysis for transportation improvements, new utility infrastructure, and converting bridge from suspended to at grade;
- ii. Soil corrosion test;
- iii. Environmental testing (for lead in paint and as required)
- iv. Structural (non-destructive and destructive tests) as needed to facilitate the design and construction.

**4.10 Land Survey**

The City will provide the Consultant with an AutoCAD base extracted from the City’s GIS system, however, this base is for information only. The Consultant is responsible for verifying all land surveys provided by the City, particularly in relation to their roadworks grading and drainage designs and any necessary civil works during construction.

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The Consultant shall arrange and carry out all data collection and investigation to the extent necessary to prepare detailed design drawings. Where the locations or elevations of existing major/critical underground utilities (including existing service connections) are unknown and are required for design, the Consultant shall arrange for test hole exploratory work. Subject to review and pre-approval prior to the work, the City will reimburse the Consultant for the associated permit fees and sub-contractor costs at zero (0) % markup from the Consultant.

All as-constructed information produced during the Project, including information provided by private utilities, is to be transferred onto the base plan upon the EoR's review and acceptance. All survey information obtained by the Consultant for this Project is the City of Vancouver's asset and shall be submitted to the City if requested.

#### **4.11 Utilities Requirements**

The Consultant is required to review the City's utility capacity requirements while completing the analysis for detailed design and construction planning. All detailed designs and construction plans must be coordinated and integrated with other civil infrastructure work in the area, including private site development. The major utilities include, but are not limited to, water, sewer, storm and electrical/telecommunications duct infrastructure etc.

**Note:** The required utility upgrades on public land are located in or near an archeologically sensitive area. Archeological review and permits may be required prior to construction, see Section 6.5.

#### **4.12 Bridge Utilities**

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

- i. CMBC high-voltage feeder cables beneath the deck on the main truss span and several of the approach ramps.
- ii. Utility lines beneath the west sidewalk in the main truss span and west approach ramps.
- iii. 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.
- iv. TransLink trolley lines
- v. Bridge light poles.

The Consultant shall prepare a strategy to maintain the function of utilities which may require temporary dismantling to accommodate deconstruction and the construction phasing.

#### **4.13 Third-Party Utilities**

Within the project extent, and in addition to the Bridge utilities listed above, the Consultant is responsible for identifying, locating and resolving all potential conflicts with relevant third-party utilities (such as BC Hydro, Fortis BC, Central Heat, Metro Vancouver, Creative Energy, TELUS and other telecommunications) within the Project extent during the design, as well as new utility infrastructure constructed by third-parties on private development lands which may need to be coordinated with the Project.

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Additionally, the Consultant is responsible for obtaining access, permits, and estimates, and scheduling the relocations of the utilities. The estimated cost of relocation shall be included in the construction cost estimate submitted to the City. Further, the Consultant shall complete the design of utility supports if required by the utility owners, at the Consultant's costs.

The Consultant will need to clearly identify required information from third-party utilities, provide sufficient notification and time for third-party utility design progression and/or expedite design progression, and is sufficiently flexible and resilient to allow for delays in information and/or detailed designs from third-party utilities.

#### **4.14 Water Systems Infrastructure Requirements**

Sizing of new water infrastructure will be provided by the City of Vancouver to the Consultant. The Consultant shall complete the detailed design of the water mains. All new water structures, subsurface and above ground, must be designed to be resilient in terms of seismic performance and mitigating sea level rise, including but not limited to:

- i. Identify and propose a suitable design earthquake and define associated pertinent parameters such as anticipated ground acceleration, peak ground velocity, liquefaction susceptibility, likely permanent ground displacement and lateral spreading potential etc. for review by the City Engineer;
- ii. Proposing a pipe joint system to meet resiliency requirements detailed in the City of Vancouver Design Manual based on the design earthquake and associated parameters. The proposal must be reviewed and approved by the City Engineer.
- iii. Completing soil corrosion potential testing to inform the selection of corrosion protection for the water main.

The design drawings for the water system must be inclusive of all required materials, including but not limited to:

- i. Resilient pipe joint system approved/selected by the City which may include but is not necessarily limited to:
  - a. Restrained pipe joints including wedge action restrainers or harness kits;
  - b. Flexible joints or joints with expansion sleeves.
- ii. All associated appurtenances such as, but not limited to: valves, air valves, blow downs, required fittings such as bends, tees, etc.;
- iii. The corrosion protection system approved/selected by the City which may include but is not necessarily limited to;
  - a. Polyethylene encasement for the length of the water main;
  - b. A robust cathodic protection system including test points along the length of the water main.

Some preliminary modelling and analysis for future water utility requirements has been undertaken by the City and can be provided upon request to facilitate the detailed design process.

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The Consultant must also outline compression hydrants spacing and frequency along the street network in their design and drawings such that sufficient fire protection for the area is provided. The design must be reviewed and accepted by the City Engineer.

#### **4.15 Storm Systems Infrastructure Requirements**

The Consultant shall design and develop a plan to manage storm water on the new “H-network” roads and is required to submit design drawings that illustrate the proposed plan and profiles of the catch basins, storm sewer, and GI practices, with the following to be provided as a minimum:

- i. New catch basins and catch basin leads for; Neon St, Continental St, Rolston St, Granville St, and Pacific St;
- ii. Pipe lengths, materials, and grades of storm sewer mains to service the proposed catch basins and proposed green infrastructure;
- iii. Proposed GI practice areas, depths, typical sections, and internal structures such as underdrains, inlets and overflows;
- iv. Locations and invert elevations of proposed manholes and cleanouts;
- v. Existing infrastructure should be shown in plan and profile to identify any conflicts or crossings;
- vi. Catch basin lead profiles when crossing within 1.0m of an existing utility.

The Consultant shall also complete a capacity analysis to confirm pipe sizing for all proposed storm sewers associated with the project, as well as for the sewers immediately downstream of the project. The calculations should also include GI practice sizing and sizing for individual components, such as inlets and overflows. The design criteria, assumptions, catchment maps, and calculation sheets or hydraulic model analysis results shall be submitted to the City for review as part of the design report. The sewer network including flow directions within the catchment areas will be provided in the GIS base map to the successful Consultant.

The Consultant will also be responsible to complete the structural calculation of pipes for shallow bury or for other situations as requested by the City, and include the evaluation and results in the design report.

#### **4.16 Electrical/Telecommunications Ducts**

The Consultant shall be responsible for the detailed design and preparation of IFC drawings for the electrical/telecommunications duct bank that will be owned and operated by the City, with the potential to lease duct space or fibers to Third Party Utility companies, including but not limited to:

- i. New duct banks on Continental St., Rolston St. & Neon St., etc., for street lighting and traffic signal requirements. Ducts for third party utilities (number and size to be confirmed by coordinating with third party utilities) should be considered for combination with these duct banks.
- ii. Manhole, service box, vault and access chamber locations and sizing.
- iii. Connections such that traffic controllers and cameras are tied into the fiber cables inside of the proposed duct banks.

Additionally, the Consultant shall be responsible for the following, but not limited to:



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- i. Protection, removal or decommissioning of existing electrical duct infrastructure as required for the proposed underground utilities detailed design for the area.
- ii. Temporary servicing ducts or options to maintain service throughout construction, as required.
- iii. Confirming tie-in points to the existing City network
- iv. Engaging with City staff and Third Party Utilities to identify required stub-out points, and associated manhole locations.
- v. Engaging with City staff to confirm the installation of fibre for lease and duct space for lease.
- vi. Creating an alignment/corridor plan for Continental St., Rolston St. & Neon St., including all utilities, to confirm the availability of corridors.
- vii. Coordinating with Third Party Utility designs, as required.

**4.17 Street Lighting and Traffic Signals Requirements (Including Electrical Component)**

The anticipated street lighting scope has two parts:

- i. A review of the existing street lighting along the bridge, the Fir St off-ramp and the modifications along Fir St to the 5th and Fir St intersection.
- ii. A review and design of street lighting scope on the new roadways being delivered on the North end of the Bridge: Neon St, Rolston St and Continental St.

The Consultant shall work with City staff to evaluate street lightning technology options, select street lightning technologies and design street lighting to City preferences and City standards. All streets shall have continuous lighting (this includes all construction stages). The design will need to be coordinated with other utility requirements such as Hydro, TELUS, CMBC, Fortis BC and others.

In completing the electrical and signal design, the Consultant shall:

- i. Provide a design criteria document outlining all traffic signal and street lighting design criteria for acceptance prior to starting detail design.
- ii. Design intersections with bike facilities and bike signal displays and traffic signal/phasing in a dense urban setting.
- iii. Deliver drawings, including plan and elevation views, with the highest-quality drafting standards (that meet the city's requirements/standards), with use of colour, attention to detail, integration with public realm and avoiding/mitigating potential conflicts with other utilities, trees and other elements. The consultant will avoid conflicts, including but not limited to junction boxes or manholes in cycling paths, catch basins in crosswalks, and pole bases in areas that restrict access to wheelchairs. An IFT Electrical Design Drawing set from another project has been provided in the reference documents to outline the City's minimum expectations with respect to deliverable quality.
- iv. Ensure that all pedestrian push buttons (APS) locations meet TAC and City standards.
- v. Provide detailed design for traffic signal Advance Warning Flashers (AWF) for the Howe on-ramp and Fir off-ramp signals, including the structural review and design of the poles and overall bridge structure per Sections 3.2.1.4 and 4.1, if AWF's are determined to be required by the City.

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- vi. Bring all electrical infrastructures at existing traffic signals up to current Electrical code. The Consultant should assume that any existing traffic signal being modified will require a level of effort similar to a design required for a new traffic signal.
- vii. If requested by the City, produce driver-perspective mock-ups using Google sketchup or similar software from all intersection approaches to confirm signal equipment placement satisfies City's requirements as well as TAC cone-of-vision standards
- viii. Design communication infrastructure for all new or modified traffic signals in fibre optic (and connection to City Traffic Signal Management System. All traffic signals require communication to the central system. Final submission must include this requirement prior to acceptance.
- ix. Design pedestrian, cyclist and vehicle permanent count stations to be connected to the City's Traffic Signal Management System and/or to the vendor's cloud service if applicable.
- x. Design infrastructure at each signal to support smart cities initiatives such as PTZ cameras, wireless or radar detection, pedestrian and cyclist counting devices as required by the City.
- xi. The Consultant is responsible to identify and design any additional fibre optic conduit(s) to be installed on the bridge to either the North or South end, or both, of the bridge, to the most feasible fibre optic communication tie-in point and tied in to the new traffic signals on the bridge

#### **4.18 Traffic Engineering Requirements for Signal Design**

In 2019, Parsons completed a preliminary traffic modelling study for the conceptual Connector design phase.

To further advance the completed work and as a part of the traffic signal detailed design progression, traffic engineering deliverables are required. The Consultant is required to provide the following, signed and sealed by a Professional Engineer:

- i. Develop a traffic signal phasing memorandum that includes diagrams outlining the framework for the traffic signal timing plans to be generated through an iterative process using a combination of microsimulation software and intersection capacity analysis software to determine an optimal signal phasing and signal timing strategy. The signal phasing document will be reviewed and accepted by the City prior to the 50% electrical design submission. A memo outlining the development guidelines for traffic signal timing, as well as a traffic signal phasing memo from a similar project, have been included in the reference documents to guide the Consultant;
- ii. Provide analysis including but not limited to average wait times for pedestrians and cyclists at each traffic signal;
- iii. Develop a traffic signal timing design criteria document to be accepted by the City. The City will provide information to assist the Consultant;
- iv. Provide signed and sealed Traffic Signal Timing sheets and corresponding color charts for all traffic signals (see Figure 8 below);
- v. Prior to the City review, provide written confirmation that each Electrical Design submission meets the criteria outlined in the signal phasing document (i) such

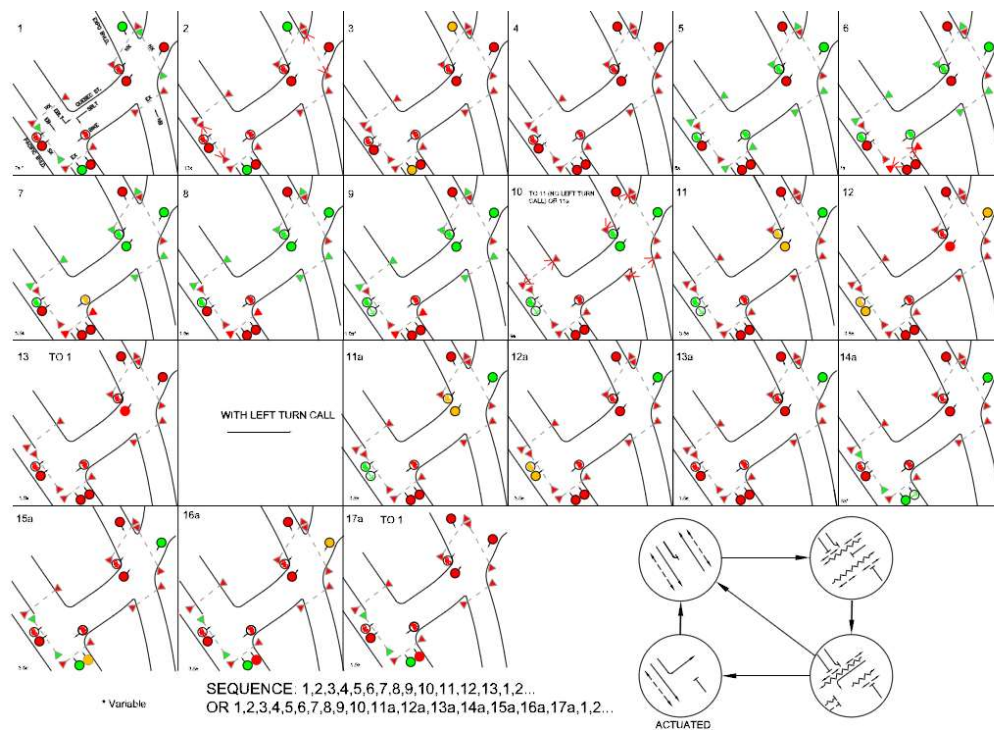
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that all proposed signal equipment meets the criteria required by the proposed signal operation;

- vi. The Consultant is expected to review and identify any data gaps in traffic counts and studies for the study area, and complete additional traffic counts necessary to accurately establish baseline conditions.

TRAFFIC SIGNAL RECORD											
LOCATION (NS/EW)		QUEBEC / PACIFIC - EXPO					CARD #			18-10 (08)	
SIGNAL TYPE		FIXED TIME WITH ACTUATED PROTECTED ONLY EBLTA									
TIMING PLAN #		1	2	3	4	5					
CYCLE(SECONDS)		90 MAX	90 MAX	90 MAX	90 MAX	90 MAX					
OFFSET(SECONDS)		FREE	FREE	FREE	FREE	FREE					
PERMISSIVE PERIOD (%)		-	-	-	-	-					
TIMES IN OPERATION		MON-FRI		0200-0600	0600-0930	0930-1430	1430-1830	1830-0200			
		SAT-SUN		0200-0600	-	0600-1530	-	1530-0200			
INT.	MIN.	DESCRIPTION				PHASE DURATION (SECONDS)					
1	7	EW GREEN & WALK (PACIFIC & EXPO)									
2	13	FDW				34	34	34	34	34	
3	3.5	AMBER									
4	1.5	ALL RED									
5	6	NS CYC GREEN & WALK & TONE ON (CUCKOO) & EBLT FAR SIDE GREEN				18	18	18	18	18	
6	7	FDW (EX PACIFIC) & TONE OFF									
7	3.5	NB CYC AMBER & SB NEAR SIDE GREEN									
8	1.5	NB CYC RED									
9	1	SBLT FAR SIDE GREEN ARROW									
10	7	SBLT FAR SIDE GREEN ARROW & FDW									
11	3.5	SB NEAR SIDE AMBERS (IF NO EBLT DEMAND)									
12	3.5	NS FAR SIDE AMBERS (IF NO EBLT DEMAND)									
13	1.5	ALL RED (IF NO EBLT DEMAND) & RETURN TO EW GREEN				19	19	19	19	19	
OR 11a	3.5	SB NEAR SIDE AMBERS (WITH EBLT DEMAND)									
12a	3.5	SB FAR SIDE AMBERS (EBLT FAR SIDE GREEN REMAINS)									
13a	1.5	SB RED (EBLT FAR SIDE GREEN REMAINS)									
14a	8	(VEH) EB GREEN & EBLTA & WALK (SX)				19	19	19	19	19	
15a	3.5	EBLT NEAR SIDE AMBER									
16a	3.5	EBLT FAR SIDE AMBER & EBLT NEAR SIDE RED									
17a	1.5	EBLT FAR SIDE RED									
COMMENTS: FREE MODE (UNUSED GREEN TIME NOT ACCUMULATED). TONES: 7AM-7PM M-F, 9AM-6PM SA-SU. SEQUENCE: 1,2,3,4,5,6,7,8,9,10,11,12,13,1,2...OR...1,2,3,4,5,6,7,8,9,10,11a,12a,13a,14a,15a,16a,17a,1,2...											
STARTUP AMBER IN		NS	DWELL		-	EMERGENCY FLASH:		NS	RED	EW	RED
APPROVED BY:						DATE:					
THESE TIMINGS APPLIED		DATE:				TIME:		BY:			
THIS CARD SUPERSEDED BY CARD#				DATE:		TIME:		BY:			

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**Figure 8: Signal Timing Documents**

## 5 PHASING

### 5.1 Design Drawings & Reports

As the detailed design is advanced, the Consultant is required to submit 50%, 75%, 90%, 100% IFT, and IFC drawings for review and comment by the City and third parties, including drawings for demolition and other removals, as required. All drawings are to be produced in metric units.

For Package B, the Consultant must also produce the following:

1. 30% (functional design drawings as defined in the City Design Manual) drawings and specifications for all scopes, as required, for the North Loops removal scope only. 30% design drawings and specifications relating to the Interim Connector design are not required.
2. A Class D cost estimate and schedule for the North Loops removal scope only, to be included with the 30% design submission and the preliminary design report.

The Consultant is expected to produce two (2) discrete drawing packages for all submissions, including the Tender drawing packages, delivered as the:

- a. Interim Connector Package
- b. North Loops Removal Package

The Consultant shall act as the Engineer of Record (EoR) for all required scopes to deliver the works outlined in this RFP. The City will be the Engineer of Record for designs done by the City.

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Furthermore, a number of memorandums, briefs, plans and reports are required to be submitted throughout the design process. The requirements for these deliverables is outlined throughout the scope of work and ultimately, it is the Consultant's responsibility to ensure all required information is provided in these documents.

**5.1.1 Preliminary Design Report**

The preliminary design report shall include, but is not limited to, the following:

- i. A summary of the design work scope (all disciplines);
- ii. A summary of the design work objectives;
- iii. A summary of the design team/personnel and their responsibilities on the project;
- iv. A summary of stakeholders, including internal City review branches;
- v. An outline of the design codes, reference standards and guidelines, design and performance criteria, parameters and loading data, design philosophies, design inputs, assumptions and constraints, design tools and software, etc.;
- vi. A summary of all alternative design options explored;
- vii. A summary of the chosen design option, including visual aids, sketches and details that clarify the overall concept;
- viii. A Class D cost estimate and schedule for the North Loops removal scope only;
- ix. A completed Independent Review form.

A final version of the report is to be included with the 30% (functional) detailed design submission.

**5.1.2 Design Report**

The design report should outline the full scope of work completed by the Consultant and includes, but is not limited to, the following:

- i. A summary of results of previous works review;
- ii. An outline of the design codes, reference standards and guidelines, design and performance criteria, parameters and loading data, design philosophies, design inputs, assumptions and constraints, design tools and software, etc. for all scopes or disciplines;
- iii. A description of the bridge structure including span configuration, retaining walls, substructure, superstructure, articulation systems, seismic load path, seismic restraints and seismic detailing. This should include any and all modifications to the bridge structure as a result of the design for all scopes and disciplines;
- iv. A summary of the numerical modeling and analysis performed to prepare the detailed design drawings for all scopes. For the structural scope, the summary should include existing and retrofitted structural members, acceptable bridge movement thresholds, etc;
- v. A description of maintenance considerations;
- vi. A summary of the environmental assessment findings and recommendations;
- vii. A description of computer models used for analysis and design;

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- viii. A design check and acceptance log (analysis, drawings and at design milestones); and
- ix. All design calculations.

The Consultant shall include a draft version of the report as part of the 75% detailed design submission. A final version of the report is to be included with the 90% detailed design submission.

## **5.2 Independent Design Review**

All Issued for Construction 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. Consultants are required to submit QA/QC documentation signed by the EoR at each submission.

An Independent Review of the structural design by a third-party qualified individual is recommended for Package A and required for Package B. Where the Consultant proceeds with this review, evidence of these checks throughout the design phase is to be provided by way of:

- A completed Independent Review form as found on EGBC's website, to be included with the Preliminary Design Report;
- A signed and sealed Independent Review memorandum, to be included with the 90% drawing submission.

## **6 PRE-CONSTRUCTION SERVICES**

### **6.1 Construction Sequencing and Management**

Minimizing the overall construction impacts is a key indicator of the Project's success. The Consultant shall develop construction packaging and sequencing plans for the described Scope of Work which maintains required levels of access for residents and businesses in the area, maintains utility services and minimizes overall traffic disruption while still adhering to the overall target timeline of construction.

While minimizing traffic disruption during construction is preferred, the Consultant is expected to present and discuss with City staff and other partners/stakeholders alternate construction methodologies or phasing that, while having a more severe traffic impact, would reduce overall construction timelines or result in a major cost saving. Construction sequencing and management must consider continuous pedestrian accessibility, transit impacts and access, as well as general purpose traffic movements.

In developing a suitable plan, the Consultant shall consider rapid and easy installation, future repair, access requirements, and manageable maintenance requirements.

### **6.2 Construction Monitoring Plan**

As part of the signed and sealed Construction Monitoring Plan, the Consultant shall:

- i. Develop ground movement/displacement predictions resulting from the demolition, shoring and excavation operations and all related works.
- ii. Establish acceptable bridge movement (displacements and rotations) thresholds and stop work movement thresholds as determined through analysis by a bridge

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engineer. The engineer is to assess the movement induced stresses, resulting force levels and impacts to the bridge health and/or bridge stability. An engineering memo/report to be submitted summarizing the analysis and the recommended movement thresholds.

- iii. Provide baseline measurements prior to the commencement of excavation to comfortably rule out any background noise or false positives. It is suggested that a minimum of 2 weeks of data be collected prior to the commencement of site preparation activities.
- iv. Record any movement the bridge/structure experiences during excavation and backfilling operations.
- v. Include a plan showing the locations of the monitoring stations. Each monitoring station shall be individually labelled. Survey control points shall also be labeled. The survey control points and methodology will need to be reviewed and accepted by the City Surveyor.
- vi. Include action plans or mitigation measures for each movement threshold limit with clearly defined roles and responsibilities for the designated parties. A minimum of three threshold limits are required, for example Green - "all is fine", Amber - "increased monitoring and/or mitigation required" and Red - "stop work". It is expected that a stop work procedure, a bridge closure plan, a communications plan, and a start work procedure are included as part of the plan.
- vii. Provide the City with timely and ongoing reporting throughout the duration of the demolition, excavation and backfilling operations. The reporting frequency shall be as determined by the plan. Reports shall include an executive summary front page that summarizes recorded movements (current and in aggregate), assesses the movements and their impacts to the structure, describes any remedial actions performed, makes recommendations for remedial actions. The body of the report shall include survey data, survey data interpretation, basis and rationale for any mitigation or remedial actions and/or recommendations.
- viii. Review and provide for appropriate levels of insurance.

The Construction Monitoring Plan shall be compiled in one document prior to commencement of the construction work and amended and resubmitted upon completion of the works to include all monitoring reports, record drawings, and records of remedial actions taken.

### **6.3 Traffic Management Strategy**

The Traffic Management Strategy is intended to help inform the potential contractors of the restrictions or requirements, which will be imposed during construction.

The Consultant shall work with the City to develop the suggested construction phasing, and the general traffic configurations therein required for carrying out the works. Additionally time and space constraints must be identified within each phase and sub-phase. The Traffic Management Strategy should generally comply with the City of Vancouver Construction Specifications document section 01 55 00, Traffic Control, Vehicle Access, and Parking.

The Traffic Management Strategy must consider the City's Transportation 2040 modal hierarchy. Pedestrian accessibility and accommodation, transit movement and access, as well as general purpose traffic access must be considered and evaluated. Coast Mountain Bus Company must be involved in the review of these conditions.

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This document will be included in the ITT package and is intended to be the basis upon which the final Traffic Management Plan is produced by the contractor.

#### **6.4 Stakeholder Management**

The Bridge is a significant connection to the City's downtown core and the implementation of this Project must be coordinated with other projects and stakeholders in the area. Key stakeholders include, but are not limited to:

- BC Emergency Health Services (BC EHS)
- Better Environmentally Sound Transportation (BEST)
- Broadway Subway Line
- City Advisory Committees (e.g. Children, Youth, and Families Advisory Committee; Persons with Disabilities Advisory Committee; Seniors' Advisory Committee; Transportation Advisory Committee; and Women's Advisory Committee)
- Coast Mountain Bus Company (CMBC)
- Downtown Vancouver BIA
- Granville Island staff and Council, and the Canada Mortgage and Housing Corporation (CMHC)
- HUB Cycling
- Rick Hansen Foundation
- South Granville BIA
- TransLink
- Vancouver Coast Health
- Vancouver Fire and Rescue Service (VFRS)
- Vancouver Public Space Network (VPSN)

The City's project delivery team will lead continued stakeholder engagement as needed, including potential workshops with external stakeholders, and where necessary the Consultant is expected to prepare materials and/or deliver presentations to various stakeholder groups. The Consultant should be prepared to address questions, concerns or requests received from stakeholders and, where feasible, support the City in addressing feedback from stakeholders in the detailed design.

#### **6.5 Archaeological Studies, First Nation Referrals & Permits**

A previously recorded archaeological site is located in proximity to the Project area, thus increasing the risk of encountering and/or impacting archaeological resources during investigative or construction works.

The Consultant will work with the City's Archaeologist (or delegate) to respectfully manage potential heritage constraints in accordance with First Nations expectations and *Heritage Conversation Act* requirements. The Consultant must provide a minimum of three (3) weeks' notice to the City's Archaeologist prior to commencing any ground altering activities, and facilitate site orientations/briefings as well as access for the archaeological crew (City Archaeologist and/or MST partners). This may include inspection of geotechnical or geo-environmental investigations.

The City Archaeologist will coordinate with First Nation partners to facilitate field representation. The Consultant may be requested to provide input or materials, as required, to facilitate communication with First Nation partners.



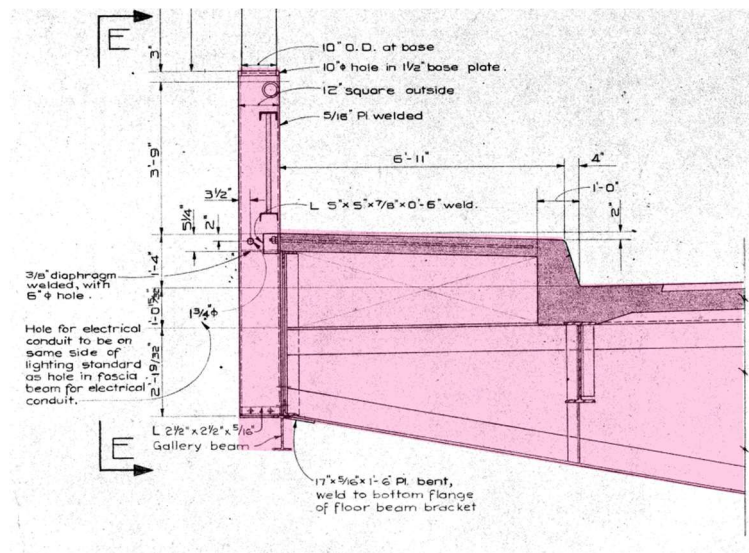
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## **6.6 CMBC Trolley Line Review & Coordination**

Coast Mountain Bus Company (“CMBC”) is a key stakeholder in the Project and has significant operational needs associated with the Granville Street Bridge. The existing overhead trolley line across the Bridge supports multiple high-volume and high-frequency trolley bus routes and relocation of these lines by CMBC will be required to facilitate construction sequencing and the final Interim Connector alignment.

CMBC will be conducting a structural review and assessment of the trolley poles, the extent of which terminates at the welded base connection as shown in Figure 9 below. The findings of this review will be made available to the City and the Consultant is required to conduct a structural review of the trolley pole bases and connection to the bridge to confirm that the proposed trolley line relocations are acceptable and do not trigger structural upgrades to the bridge.



**Figure 9: Extent of Consultant's Structural Review of Existing Trolley Poles**

Receiving CMBC's acceptance of the detailed design of the full project, in addition to the proposed construction sequencing plans, is a critical item to the success of the Project. The Consultant shall propose innovative deconstruction and construction methodologies to minimize construction impacts.

## **6.7 Construction Cost Estimates**

The Consultant shall use a contingency-based, 2-class cost estimating process:

- Class B (25% contingency)
- Class A (10% contingency)

For Package B, the Consultant shall be required to prepare an additional class cost estimate as outlined in Section 5.1.

- Class D (40% contingency)

The construction costs shall be inclusive of all work outlined in the detailed design drawings, including demolition work and other removals/relocations, as required.

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## **6.8 Construction Schedule**

The Consultant shall develop a construction schedule based on realistic, industry-based timelines using a standard work week calendar for construction activities in an urban setting. The Consultant must provide a summary of the float included in the schedule along with constraints, if any. Activities on the critical path must be explicitly defined.

The Consultant is to account for the provision of the schedules in following formats:

1. Tabular form
2. Gantt Chart (using MS PROJECT)
3. Network diagrams.

The schedule should be drafted for review and acceptance by the City per the construction work sequence and traffic management strategies developed in Sections 6.1 & 6.3 above.

## **7 TENDER SERVICES**

The Consultant is required to provide services during Tender. The Consultant must deliver an Issued for Tender Package and support other tender related activities, which includes but is not limited to the following:

- i. Construction scope of work, schedule of quantities, payment clauses and special conditions.
- ii. Signed and sealed Issued for Tender (IFT's) drawings, including specifications;
- iii. Class A cost estimate and schedule.
- iv. Technical specifications;
- v. Reviews the final version of ITT.
- vi. Attends bidder's meeting,
- vii. Issuing addenda's,
- viii. Provides formal responses to questions submitted by bidders, and review of tender submittals.
- ix. Supports in evaluation of bids and recommendations for contract award

The Consultant shall assume approximately 4 months of tendering period.

## **8 CONSTRUCTION SERVICES**

### **8.1 Prepare and Submit IFC Drawings**

The Consultant is required to submit IFC drawings prior to the start of construction work by the successful contractor. The design package requirements are provided in the Sections above. The IFC drawings must incorporate or resolve all comments received from the City and stakeholders during the tendering process, up to the time of the construction contract award.

### **8.2 Construction Reviews**

The Consultant shall provide the following construction services, including but not limited to:

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- i. Quality Assurance through filed reviews, site instructions, responses to Request for Information (RFI's) etc.
- ii. Review and approvals of contractor technical submittals (shop drawings, mill certs, etc.)
- iii. Preparing daily field logs, including photos
- iv. Preparing, reviewing and responding to non-conformances
- v. Preparing and updating a deficiency list
- vi. Performing Engineer of Record duties in accordance with Engineers and Geoscientists British Columbia requirements and best practice guidelines.
- vii. Carryout or support field tests prior and after work has been carried out to ensure that it meets the specific design intent.
- viii. Reviewing contractor work(s) for substantial and final completion and issuing corresponding certificates.
- ix. Being available on an "as needed" basis to review any proposed changes that may arise during construction.

### **8.3 Contract Administration**

The Consultant shall provide the following contract administration services, including but not limited to:

- i. Review of contractor's monthly progress claims and issue consultant's payment certificate.
- ii. Support on schedule and monitor progress, and
- iii. Review claims with respect to contractual conditions and recommend course of action.
- iv. Work with contractor, City and other stakeholders to make sure project goals are met.
- v. Others contract administration tasks, not listed above etc.

## **9 POST-CONSTRUCTION SERVICES**

The Consultant shall provide the following post-construction services and records, including but not limited to:

- a. Record Drawings as per City standards (format shall be in AutoCad, PDF, and full size hard copies);
- b. Signed and sealed letters of assurance for the constructed works;
- c. A Construction Summary Report. The report is to be a compilation of project documentation and include, but not be limited to, the following:
  - i. Field reviews;
  - ii. Site instructions;
  - iii. Material testing reports;
  - iv. Meeting minutes;

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- v. Fields logs;
  - vi. Completion certificates;
  - vii. Reports;
  - viii. Shop drawings;
  - ix. Mill certs;
  - x. Change orders;
  - xi. Contemplated change order log;
  - xii. Non-conformance reports.
- d. Facilitating a Warranty Inspection one (1) year after completion of the project including walkthrough and documentation;
  - e. Managing warranty issues throughout the warranty period, including any warranty issues documented during the Warranty Inspection.

## **10 PROJECT MANAGEMENT**

### **10.1 Project Team**

The Consultant is required to appoint a Project Manager (preferably the Lead Engineer) 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. Minimum requirements for the Consultant's team composition is outlined in Section 2.1.

### **10.2 Project Management, Meetings and Communication**

The Consultant's project team (Project Manager) will be responsible for all project management activities and monthly progress reporting.

#### **10.2.1 Kickoff Meeting**

The Consultant's Project Manager will be responsible for organizing and leading a two (2) hour Kickoff Meeting to formally introduce the Project Team and discuss how the Consultant will deliver the Services. The Consultant shall chair project meetings, prepare agendas, and take meeting minutes.

The meeting location will be 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.

#### **10.2.2 Bi-Weekly Meetings**

The Consultant is to assume that a one (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 prepared and distribute 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.

#### **10.2.3 Lessons Learned Meeting**

In addition to the typical kickoff meeting between the Consultant and the City's Project team, a separate meeting will be incorporated into the Consultant's work plan that will be scheduled within the first month of contract award. This meeting will be approximately two (2) hours in

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duration and will be an opportunity for City staff to share lessons learned with the Consultant team based on previous consultancy experiences on City Projects.

The intention for this session is for crucial comments/feedback to be shared with the Consultant team from functional branch design leads within City Engineering. This should allow the Consultant team to gain a full understanding of what has/has not worked well in the past and incorporate this feedback as needed into their work plan to improve efficiency through the design review process performed by City staff.

#### **10.2.4 Communications**

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.

#### **10.3 Project Execution Plan**

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

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

- i. Quality management plan;
- ii. Project schedule;
- iii. Design requirements log;
- iv. Communications plan;
- v. Risk register;
- vi. Stakeholder register;
- vii. Issues log; and
- viii. Project status reporting.

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

#### **10.4 Quality Management Plan:**

The City is certified in EGBC's Organizational Quality Management (OQM) standards and as such requires the Consultant to supply documentation demonstrating OQM compliance with EGBC. It is expected that the Consultant will develop and submit a design **Quality Management Plan (QMP)** that can meet EGBC's OQM requirements.

The QMP 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

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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.

#### **10.5 Comment Tracking Log**

The Consultant is advised that this Scope of Work has a strong emphasis on the Consultant's ability to consolidate, track and resolve comments through the design process.

The Consultant must initiate and maintain a **Comment Tracking Log** to consolidate, track and resolve comments and decisions through the design progress. This includes comments from the City and key external partners/stakeholders such as adjacent land and asset owners. In particular, each submission must include an up-to-date list of all comments received to-date. Every previous comment from the City or external stakeholders 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, i.e. whether an update has been made into the new design submission, further consideration of that comment is required (and is not essentially the design) or why the comment can be closed and no longer considered moving forward
- b. Status of the comment (open/closed).

Comment resolution process to be used for the duration of the Scope of Work shall be submitted by the Consultant with the PEP for approval by the City. The Consultant should be mindful of the iterative process required for comment resolution and take this process into account when establishing their proposal and schedule.

The Consultant's quality management process must meet the requirements of Engineers and Geoscientists B.C. Organizational Quality Management ("OQM") certification program, ISO certification, or equivalent. The City reserves the right, at any time during the Consultants assignment, to independently audit adherence to the quality management plan.

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".

#### **10.6 Acceptance of Design Deliverables**

The Consultant's design submissions will be reviewed by a large number of City staff from applicable functional areas, and by external partners/stakeholders and their representatives, such as consulting engineers representing land owners and developers or third party utility providers. As such, the Consultant is required to concisely and effectively track and resolve any comments received throughout the design progress using a Comment Tracking Log, see Section 10.5 above.

In response to the City's experience from recent design consulting engagements, where the City has experienced a significant portion of detailed design submissions ignoring or not incorporating previous comments made from City staff, and the resulting unnecessary additional time required from City staff to review and re-comment on submissions, the Consultant is advised:

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- i. Design package submissions that do not include a fully completed comments sheet (including the Consultant's response to each comment) will be immediately rejected by the City Project Manager and all costs associated with the resubmission will be at the expense of the Consultant (and no request for additional cost or schedule will be approved);
- ii. Where it is apparent that previous comments have not been incorporated into future designs (with the exception of comments that are not essential to the progress of design) the Consultant will be required to resubmit the design package to include these comments within one week (at no cost to the City and with no implication to the overall Project schedule); and
- iii. Where a re-review of a submission is necessary by City staff, the Consultant will be required to compensate the City for this additional staffing resource due to the lack of quality control provided in that submission and to cover the resource costs for staff.

The City will determine the manner by which such compensation will be paid by the Consultant to the City, which may include setting off such amounts against the fees payable by the City to the Consultant. The determination of compensation as described by the final item above will be based on direct tracking of staff time for a particular re-review. While a total cost is difficult to estimate at present (re-reviews could be either a full or partial submission), the hourly rates for indicative staff that are involved in the design review process is outlined in Table 3 below.

Table 3: Indicative Staffing Costs for Re-submission Reviews

Staff Member	Hourly Rate (Including Benefits and Overhead)
Engineering Assistant IV	\$59.80/hr
Electrical Technician I	\$61.54/hr
Electrical Engineer I	\$79.53/hr
Civil Engineer I	\$79.53/hr
Civil Engineer II	\$89.79/hr
Civil Engineer II+	\$96.10/hr
Branch Manager	\$103.70/hr

Further, given the expedited timelines for this assignment, if it is found that the Consultant's 50% design submission is not substantially in conformance with the City's Design Submission Requirements (in terms of content and clarity), or that the provided designs are not substantially in conformance with the City's design standards, then the Consultant will be required to prepare and submit a 70% design submission for the applicable design packages, with no provision of additional fees or schedule to the Consultant.

The incentive scheme detailed above is intended to encourage the Consultant to pay close attention to and respond appropriately to City staff comments. This incentive scheme will be

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incorporated by the City into the agreement to be entered into by the successful Consultant and the City.



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## **11 DELIVERABLES**

<b>Task</b>	<b>Deliverable</b>
<b>Package A - Interim Connector Design</b>	
<b>Design IDC</b>	<ul style="list-style-type: none"> <li>a. Interim Design Drawing submissions (50%, 75%, 90%) for all required scopes (structural, electrical, mechanical, etc.)</li> <li>b. Issued for Tender Drawings for All Required Scopes (structural, electrical, mechanical, etc.)</li> <li>c. Class B Cost and Schedule Estimates</li> <li>d. Technical Reports and Memorandums</li> </ul>
<b>Construction Planning and Tender Services</b>	<ul style="list-style-type: none"> <li>a. Construction Planning Services and Reports</li> <li>b. Tendering Support Services</li> <li>c. Bid Evaluations and Recommendation for Contract Award</li> </ul>
<b>Construction Services</b>	<ul style="list-style-type: none"> <li>a. Issued for Construction Drawings</li> <li>b. Class A Construction Cost and Schedule Estimate</li> <li>c. Independent Review of Structural Design</li> <li>d. Contract Administration Services</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>a. Project Execution Plan</li> <li>b. Minutes and Agendas for All Meetings</li> <li>c. A Project Website or FTP With All Relevant Project Information</li> <li>d. Quality Management Plan</li> <li>e. Comment Tracking Log</li> </ul>
<b>Post Construction</b>	<ul style="list-style-type: none"> <li>a. Record Drawing Package</li> <li>b. Construction Summary Report</li> <li>c. Warranty Inspection and Management</li> </ul>
<b>Package B -North Loops Removal + H network</b>	
<b>Design North Loops Removal and "H-Network"</b>	<ul style="list-style-type: none"> <li>a. Interim Design Drawing submissions (30%, 50%, 75%, 90%) for all required scopes (structural, electrical, mechanical, etc.)</li> <li>b. Issued for Tender Drawings for All Required Scopes (structural, electrical, mechanical, etc.)</li> <li>c. Class D and B Cost and Schedule Estimates</li> <li>d. Technical Reports and Memorandums</li> </ul>
<b>Construction Planning and Tender Services</b>	<ul style="list-style-type: none"> <li>a. Construction Planning Services and Reports</li> </ul>

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	<ul style="list-style-type: none"> <li>b. Tendering Support Services</li> <li>c. Bid Evaluations and Recommendation for Contract Award</li> </ul>
<b>Construction Services</b>	<ul style="list-style-type: none"> <li>a. Issued for Construction Drawings</li> <li>b. Class A Construction Cost and Schedule Estimate</li> <li>c. Independent Review of Structural Design</li> <li>d. Contract Administration Services</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>a. Project Execution Plan</li> <li>b. Minutes and Agendas for All Meetings</li> <li>c. A Project Website or FTP With All Relevant Project Information</li> <li>d. Quality Management Plan</li> <li>e. Comment Tracking Log</li> </ul>
<b>Post Construction</b>	<ul style="list-style-type: none"> <li>a. Record Drawing Package</li> <li>b. Construction Summary Report</li> <li>c. Warranty Inspection and Management</li> </ul>

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<b>Tendering Process</b>	<b>Consultant's Responsibility</b>	<b>City Provided</b>
<b>Bid document preparation</b>	<ul style="list-style-type: none"> <li>a. Prepares scope of work for construction including all signed and sealed tender drawings, technical specifications, special conditions, and technical concepts, and provides to the City for insertion into the bid document</li> <li>b. Reviews the final version of the bid document</li> </ul>	<ul style="list-style-type: none"> <li>a. Determines sourcing mechanism (ITT)</li> <li>b. Assembles bid documents</li> <li>c. Reviews and finalizes bid documents</li> </ul>
<b>Bid Document Posting &amp; Advertising</b>	<ul style="list-style-type: none"> <li>a. Provides responses to technical questions received from tenderers</li> <li>b. Provides input to bid documents amendments</li> <li>c. Attends and documents site meetings required in the tendering process</li> <li>d. Perform one bid site walk, to be coordinated with the City</li> <li>e. Revise drawings / specifications and prepare addendum as required</li> </ul>	<ul style="list-style-type: none"> <li>a. Posts the bid documents/advertisements</li> <li>b. Posts bid document Q&amp;A</li> <li>c. Disseminates technical/Project questions received from proponents to the Consultant</li> <li>d. Posts bid document amendments, Q&amp;A, and/or extensions to closing dates</li> <li>e. Organizes and attends site meetings required in the tendering process</li> </ul>
<b>Tender Evaluation</b>	<ul style="list-style-type: none"> <li>a. Participates as a member of the tender technical evaluation committee</li> <li>b. Reviews tender submissions</li> <li>c. Assists in evaluating tenders for both scope and cost</li> </ul>	<ul style="list-style-type: none"> <li>a. Receives submissions and distributes them to evaluation committee members</li> <li>b. Completes financial evaluation and compiles scores and distributes results to committee members</li> <li>c. Coordinates meetings and compiles scoring for results distribution</li> <li>d. Sets up reference checks</li> </ul>
<b>Award Recommendation</b>	<ul style="list-style-type: none"> <li>a. Provide inputs in recommending tenderers to the City</li> </ul>	<ul style="list-style-type: none"> <li>a. Select tenderers based on the evaluation results</li> <li>b. Prepares the appropriate contract approval document as applicable</li> </ul>
<b>Contract Process &amp; Execution</b>	<ul style="list-style-type: none"> <li>a. Ensures that the scope and specifications in the contract documents are correct prior to execution</li> <li>b. Issues signed and sealed IFC Drawings to awarded Contractor</li> </ul>	<ul style="list-style-type: none"> <li>a. Primary interfaces with successful tenderer in finalizing contract terms</li> <li>b. Prepares and finalizes contract documents</li> </ul>

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## **12 ATTACHMENTS**

The following attachments are available separately and incorporated herein by reference. The attachments will be made available to Consultants who complete the Non-Disclosure Agreement and send to [brian.brennan@vancouver.ca](mailto: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)
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. Construction Completion Report - Granville Bridge - Bearings And Expansion Joints Replacement (2018)
9. Geotechnical Bore Logs - Building 36, Granville Island, Vancouver, BC (2009)
10. Geotechnical Report - Drake St to Cordova St - Granville Street Redesign (2018)
11. Granville Bridge - Debris Netting Drawings AE IFC (2019)
12. Granville Bridge - Loops Business Case (2017)
13. Granville Bridge - Shear Capacity Upgrades - Construction Summary Report (2010)
14. Granville Bridge - Shear Capacity Upgrades - IFC (2010)
15. Granville Bridge - South Approach - CWMM IFC (2019)
16. Granville Bridge - Strut at M6 Reinforcement - AE IFC (2019)
17. Granville Bridge Asbestos Bulk Sample Results (2013)
18. Granville Bridge Concrete Girder Spans - 2008 Detailed Inspection (2009)
19. Granville Bridge Gantry System Service Galleries - Mechanical And Electrical Inspection Report (2014)
20. Granville Bridge Gantry System Service Galleries Routine Visual Inspection Report (2018)
21. Granville Bridge Hazardous Material Assessment (2019)
22. Granville Bridge Inspections (2010)
23. Granville Bridge Luminaire Poles Review - WSP (2020) Granville Bridge Trolley Pole Inspection (2020)
24. Granville Bridge Pier M6 And M7 Retrofit (2012)
25. Granville Bridge Routine Inspections (2004-2017)
26. Granville Bridge Steel Truss Spans - Preliminary Steel Truss Spans Seismic Investigation (2011)
27. Granville Connector Conceptual Design - Class D Cost Estimate (2020)
28. Granville Connector Conceptual Design - Class D Schedule Estimate (2020)
29. Granville Connector Conceptual Design - Cost and Schedule Estimate (2020)
30. Granville Connector Conceptual Design - Design Report (2020)
31. Granville Connector Conceptual Design - Geotechnical Report (2020)
32. Granville Connector Conceptual Design - Materials Testing Assessment (2020)
33. Granville Connector Conceptual Design - Signal Design (2020)
34. Granville Interim Connector - Lane Line Eradication and Repaving Plan (2020)
35. Granville Loops Technical Memo (2019)
36. Granville Street Bridge - False Creek Geotechnical Assessment - Factual Geotechnical Report (2014)
37. Granville Street Bridge Deck Condition Survey (2014)
38. Granville Street Bridge Inspection Approach Span Inspections (2014)
39. Granville Street Bridge North Approach Spans Detailed Inspection (2018)
40. Guide For Inspections Using The DRU Rating System (2016)

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41. IFT Electrical Design Drawings - Example
42. Load Limit Rating - Including Approaches (2007)
43. Load Limit Rating Review (2007)
44. Load Rating - Main Span (2010)
45. Long-Term Connector Design (2020)
46. North Approach - AE Record Drawings (2019)
47. Owners List of Known Workplace Hazards
48. Package A - 75% Design Drawings (2020)
49. Package A and B - Design Brief (2020)
50. Package B - 75% Design Drawings (2020)
51. Parsons Traffic Modelling - Paramics (2019)
52. Parsons Traffic Modelling - Synchro (2019)
53. Phase I and II ESA - 1390 Granville Street and 625 Pacific Street (2014)
54. Phase I and II ESA - 777 Pacific Street (2017)
55. Pier M7 Repairs - Issued For Tender (2011)
56. Pier N20 Retrofit - IFC (2019)
57. Recommended Traffic Signal Phasing Memo - Example
58. S Approach, Main Span, North Ramps - AE IFC (2019)
59. Section 2 Record Drawings (1952)
60. Section 3 Record Drawings (1952)
61. Section 9 Record Drawings (1952)
62. Summary Of Foundation Recommendations, Building 36, Granville Island, Vancouver, BC (2009)
63. TCM Pier N18 Grounding - Misc. Repairs (2019)
64. Template of Comment Tracking Log
65. Template of MOTI Bridge Condition Inspection Form
66. Template of Remedial Work Activity List
67. Traffic Signal Timing Development Guidelines Memo - Example
68. Truss Span Record Drawings (1995)

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**PART C – FORM OF PROPOSAL**

RFP No. PS20201267 CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND  
NORTH LOOPS REMOVAL (the “RFP”)

Proponent’s Full Legal Name: \_\_\_\_\_

“Proponent”

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

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

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

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

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

_____ Signature of Authorized Signatory for the Proponent	_____ Date
_____ Name and Title	

REQUEST FOR PROPOSALS NO. PS20201267  
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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

**Error! Reference source not found.**      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     Conflicts; Collusion; Lobbying

APPENDIX 10     Proof of WorkSafeBC Registration

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

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

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

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20201267 CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND NORTH LOOPS REMOVAL, 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



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public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent 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 10.
- (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 10.

**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 10.

**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 10.

**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 10.

**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 and/or in an additional page(s) included with the Proposal titled and clearly titled "Executive Summary", provide a brief executive summary of your Proposal.

**Proponent Overview and Experience**

In the space below and/or in an additional page(s) included with the Proposal and clearly titled "Proponent Overview and Experience" provide a description of the Proponent and its purpose, company size, capabilities, areas of expertise, experience and history of successes, with emphasis on experience and accomplishments as a consultant for work similar to that contemplated by the RFP. The same information should be supplied for any proposed subcontractors. Information provided should include:

- Clear explanation as to how previous work is comparable/relevant to the work contemplated by the RFP;
- Information on how the Proponent 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;
- brief project description and intent. Narratives should include a discussion of design, deconstruction, philosophy and approach to meet the intent, design challenges, and resolutions;
- budget control and management - i.e. initial contract price & final contract cost - explain variation;
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation;
- names of key personnel responsible for project delivery; and
- awards received.

Proponents are encouraged to propose the use of subcontractors prequalified by the City under RFA PS20181461 Pre-Qualification of Engineering Consultants for the following Services:

- Independent structural review.
- traffic engineering, traffic signals, and street light lighting (and other associated electrical design).

A list of the prequalified companies can be found in Appendix 7- Subcontractors.

**Key Personnel**

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In the space below and/or in an additional page(s) included with the Proposal and clearly titled “Key Personnel” identify and provide professional biographical information for the key personnel for the work to be performed under the Proposal, outlining intended roles contemplated for each of them therein and highlighting their previous relevant experience on similar projects with:

- a. structural engineering and reviews, specifically related to bridge design;
- b. architecture and urban design;
- c. civil (streets) and electrical design;
- d. archaeological and environmental services;
- e. other supporting areas such as geotechnical, material testing, and environmental;
- f. complex traffic management;
- g. project management and reporting;
- h. tender and construction administration services;
- i. multiple Stakeholder engagement; and
- j. Applicable regulations, industry standards, and codes.

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 including proposed subcontractors.

### **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, including potential alternative deconstruction/conversion approaches for the Loops to H- that may decrease cost/schedule;
- Review Project schedule and assess risk management elements that may affect the project;
- Work Plan - detailed breakdown of deliverables, laid out per Task specified in the General Requirements;

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- Project schedule - proposed major milestone schedule, with the City's preferred dates taken into consideration, confirm whether the City's schedule is achievable or propose alternative schedule; and
- Risk management strategy.

**Quality Management Plan**

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

**Innovation and Alternative Approaches**

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative and/or alternative solutions to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements including a narrative of whether the proposed deconstruction/conversion approach for the Loops to H-network is the best approach and/or whether Proponents have other ideas that may decrease cost/schedule. Proponents should articulate any pricing impact of the alternate solution(s) provided. Limit to 2 page.

**EMPLOYMENT EQUITY**

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
2. Do you regularly conduct an employee equity "survey" or similar information/data collection on workforce diversity? Y/N
  - a. Please describe how you track/monitor your workforce diversity including frequency
3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N



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a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)
Indigenous Peoples	
Women	
Ethno-Cultural Peoples	
People with Disabilities	
LGBTQ2+	
Youth/Seniors	
Other	

4. Do you support training for career advancement and/or skills development?

a. If yes, please describe

5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N

Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

**WORKFORCE DIVERSITY**

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity](#), [inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<b><u>Overall</u> Workforce Diversity:</b>	<b><u>Leadership/Management/Executive</u> Workforce Diversity:</b>
% Women	% Women
% Indigenous Peoples	% Indigenous Peoples
% Ethno-cultural People	% Ethno-cultural People
% People with Disabilities	% People with Disabilities

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<p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p>% LGBTQ2+</p> <p>% Other: please indicate</p>
<p><u>If you choose not to respond please indicate why:</u></p> <p><input type="checkbox"/> <u>Do not track this information</u></p> <p><input type="checkbox"/> <u>Do not want to share this information</u></p>	

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APPENDIX 3  
**COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form of the Excel spreadsheet available separately on the City's website titled Appendix 3 - Commercial Proposal.

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***

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.

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

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

<b>Client Name # 3</b>	
------------------------	--

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

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APPENDIX 5  
***CERTIFICATE OF INSURANCE***

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



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

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

RFP PS20200677 CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL

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

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Property Damage including Loss of Use <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability	INSURER _____ POLICY NUMBER _____ POLICY PERIOD From _____ to _____ <b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b> Per Occurrence \$ _____ Aggregate \$ _____ All Risk Tenants' Legal Liability \$ _____ Deductible Per Occurrence \$ _____
---	--
5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles  

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>
6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**  

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____
7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**  

INSURER _____	Per Occurrence/Claim \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Occurrence/Claim \$ _____

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

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

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

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

Dated \_\_\_\_\_

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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) <<https://policy.vancouver.ca/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 #PS20201267**

**Title: CONSULTANT FOR GRANVILLE CONNECTOR INTERIM CONNECTOR DESIGN AND NORTH LOOPS  
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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:	

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	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

Proponents are encouraged to propose the use of subcontractors prequalified by the City under RFA PS20181461 Pre-Qualification of Engineering Consultants for the following:

- Independent structural review.
- Electrical design for traffic engineering, traffic signals, and street light lighting.

A list of the prequalified companies under RFA PS20181461 Pre-Qualification of Engineering Consultants - Structural Services - Bridge Sub-Category are:

Associated Engineering  
Ausenco Engineering Canada Inc.  
Cowi  
ISL Engineering and Land Services Ltd.  
Klohn Crippen Berger Ltd.  
McElhanney  
Mott MacDonald  
SNC-Lavalin Inc.  
Stantec  
WSP

A list of the prequalified companies under RFA PS20181461 Pre-Qualification of Engineering Consultants - Structural Services for the Electrical Category are:

Aecom  
AES Engineering  
Associated Engineering

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DMD & Associates  
GNEC  
PBX Engineering  
Stantec

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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  
***CONFLICTS; COLLUSION; LOBBYING***

Complete this APPENDIX 10 - 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)	

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APPENDIX 11  
***PROOF OF WORKSAFEBC REGISTRATION***

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

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

See attached.





## PROFESSIONAL SERVICES AGREEMENT

**[Project Name]**

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

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the “City”)

OF THE FIRST PART

AND:

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

(the “Consultant”)

OF THE SECOND PART

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

### BACKGROUND:

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

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

## 1.0 INTERPRETATION

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

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 16.1;
- (f) **“Construction Budget”** means the budget available for total Construction Cost, determined or approved in writing by the City;
- (g) **“Construction Contract”** means each written agreement between the City and a Construction Contractor for Construction Work;
- (h) **“Construction Contract Documents”** means all documents that shall make up a Construction Contract;
- (i) **“Construction Contractor”** means the person, firm, or corporation (or more than one such persons, firms or corporations) contracting with the City to provide labour, materials and equipment for the performance of Construction Work;
- (j) **“Construction Cost”** means the contract price (expected to be specified in a Construction Contract), net of applicable taxes, to complete the Construction Work, as estimated by the Cost Consultant and agreed to by the City and the Consultant, acting reasonably, based on the market rates expected to prevail at the time scheduled for the Construction Work, plus, if the City is to provide any labour or material for the Construction Work, the market value of that work or material; for the avoidance of doubt, “Construction Cost” shall not include the compensation to be paid to the Consultant or other City consultants in connection with the Project or the cost of land, City of Vancouver development cost charges or development cost levies or other costs which are the responsibility of the City (except for labour and materials for the Construction Work);
- (k) **“Construction Work”** means the total construction services to be performed by the Construction Contractor to complete the construction of the Project;

- (l) **“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;
- (m) **“Deliverables”** has the meaning set out in Section 18.1;
- (n) **“Cost Consultant”** means the person, firm or company, retained and compensated by the City (unless otherwise expressly provided herein), to provide Construction Cost estimates for the Project;
- (o) **“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;
- (p) **“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;
- (q) **“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;
- (r) **“Living Wage Employee”** means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (s) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (t) **“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 C;
- (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;
- (u) **“RFP”** means Request for Proposal PS20201267 Consultant for Granville Connector Interim Connector Design and North Loops Removal, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix D;
- (v) **“Services”** has the meaning set out in Section 2.1;
- (w) **“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;

- (x) **“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;
  - (y) **“Sub-contractor”** has the meaning set out in Section 5.1; and
  - (z) **“Term”** means the term of this Agreement as specified in Section 13.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B and C;
  - (b) the RFP; and
  - (c) the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
  - (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
  - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
  - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
  - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
  - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
  - (g) all references to money mean lawful currency of Canada;
  - (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
  - (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

## 2.0 CONSULTANT'S SERVICES TO THE CITY

- 2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):
- (a) the services described in Appendix A hereto;
  - (b) the services described in RFP that aren’t otherwise described in Appendix A;
  - (c) the services which the Consultant proposed to provide in the Proposal that aren’t otherwise described in Appendix A or the RFP; and
  - (d) all services not specifically included in subsections 2.1(a), 2.1(b) and 2.1(c), but which are necessary or incidental to the completion of such other Services.
- 2.2 The Consultant will be fully responsible for:
- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other consultants, in each case to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix B - Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the “Project Team”) described in Section 4.1.
- 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 CONSTRUCTION CONTRACT ADMINISTRATION AND CONSTRUCTION BUDGET**

#### **3.1 *Construction Contract Administration***

In connection with the Construction Contract administration portion of the Services:

- (a) the Consultant's issuance of a certificate for payment for Construction Work performed under the Construction Contract shall constitute a representation by the Consultant to the City, based on review of the Construction Contractor's application for payment that the Construction Work for which payment is sought has been performed, that to the best of the Consultant's knowledge, information and belief, such Construction Work is in conformity with the Construction Contract Documents, and that the Construction Contractor is entitled to payment in the amount certified, subject to any specific reservations or qualifications stated in the certificate for payment; and
- (b) the Consultant shall act as, and fulfill the role of, the "Consultant" under the Construction Contract for the Project.

#### **3.2 *Construction Budget and Construction Cost Estimates***

- (a) The Consultant shall review and provide its professional advice to the City regarding the Construction Budget and assist the Cost Consultant with the preparation of Construction Cost estimates pursuant to this Agreement.
- (b) Neither the Consultant nor the City has control over the cost of labour, materials or equipment, over general contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions and therefore the Consultant cannot and does not warrant or represent that bids or any negotiated price for a Construction Contract shall not vary from any Construction Cost estimate.
- (c) In producing design development and construction documents for the Project and carrying out other Services, the Consultant shall at all times take the necessary steps to ensure that the design is consistent with all City-approved Project requirements, the most recent City-approved Construction Budget, and all relevant information furnished by the Cost Consultant or other City consultants.

#### **3.3 *Adjustment of Construction Budget***

- (a) If, at any time prior to, or upon completion of, the Phase 1 Services, the Construction Cost is anticipated to be higher than the then Construction Budget, the City shall increase the Construction Budget and/or give directions to the Consultant as to how to revise the Project scope or quality to satisfy the Construction Budget.
- (b) If the bidding for or negotiation of the Construction Contract has not commenced within a reasonable period after the Consultant submits the construction documents to the City, the Construction Budget shall be adjusted by the City to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the City and the date on which bids or proposals are sought (as such change is determined by the Cost Consultant).

- (c) If the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal exceeds the latest-approved Construction Budget, the City may do one or more of the following:
- (i) give written approval of an increase in the Construction Budget;
  - (ii) authorize re-solicitation of bids or proposals, or negotiation or renegotiation of a price;
  - (iii) give instructions to the Consultant to revise the Project scope or quality as necessary to reduce the Construction Cost; and/or
  - (iv) terminate this Agreement in accordance with Section 14.0.
- (d) If the City chooses to proceed under Section 3.3(c), the Consultant shall, under the direction of the City acting reasonably, modify the construction documents or provide other services necessary to reduce the Construction Cost to the latest approved Construction Budget. Such modifications or other necessary services requested to reduce the Construction Cost shall be deemed to be included in the Services and shall not be subject to additional charge only if: (i) the lowest bona fide Construction Work bid or lowest negotiated Construction Work proposal referred to in Section 3.3 exceeded the relevant Construction Budget by more than 10%; and (ii) such excess did not result from extraordinary market conditions or other factors reasonably not foreseen by or under the control of the Consultant, and, even when such two conditions are satisfied, such modifications or services shall be deemed to be included in the Services only up to the point at which the Construction Cost is reduced to within 10% of such relevant earlier Construction Budget. In each other case (and in each case of work within such 10% buffer), the modifications or other necessary services shall be deemed to be a change to the Services and the provisions of Section 7.0 shall apply.

#### **4.0 PROJECT TEAM**

- 4.1 Subject to Section 4.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 4.2 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.
- 4.3 For the purposes of this Section 4, “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.
- 4.4 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.

4.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

**4A Living Wage [Delete if Living Wage policy does not apply]**

4A.1 Subject to Section 4A.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.

4A.2 Notwithstanding Section 4A.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.

4A.3 The Consultant shall ensure that the requirements of Section 4A.1 apply to all Sub-contractors.

4A.4 A breach by the Consultant of its obligations pursuant to Sections 4A.1 and 4A.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.

4A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 4A 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 4A.5 shall be deemed to be Confidential Information.

4A.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 4A 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 4A; 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 4A to pay a Living Wage to the Living Wage Employees described in Section 4A.6(a).

**5.0 SUB-CONTRACTORS**

5.1 Unless expressly permitted pursuant to Section 4.0, 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.

5.2 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.

- 5.3 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.
- 5.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

## 6.0 BASIS OF PAYMENT TO THE CONSULTANT

- 6.1 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.
- 6.2 The fees for the Services are described in this Section 6.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**. [Subject to Section 6.3, 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.] **[Modify or delete if the foregoing is not accurate.]**
- 6.3 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.
- 6.4 [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 7.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed **\$(insert amount)**.] **[Delete this section if inapplicable.]**
- 6.5 [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 7.0), 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”) ] **[Delete this section if inapplicable.]**.
- 6.6 [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 7.0), 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] **[Delete this section if inapplicable.]**.
- 6.7 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. **[NTD: If there are specific monetary limits for specific categories of disbursements, then modify accordingly.]**

- 6.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.] **[Include only if applicable.]**
- 6.9 The Consultant will, by the 25<sup>th</sup> day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). The invoice must contain:
- (a) the Consultant’s name, address and telephone number;
  - (b) the City purchase order number;
  - (c) the name of the City’s Project Manager;
  - (d) the invoice number and date;
  - (e) details of any applicable taxes (with each tax shown separately); and
  - (f) tax registration number(s).
- 6.10 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.
- 6.11 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.
- 6.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 7.0 CHANGES TO SCOPE OF SERVICES**
- 7.1 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.

- 7.2 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.
- 7.3 The City’s Project Manager will consider the Consultant’s written notice (if any) within a further ten days of receipt of the Consultant’s notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section **[insert]** of the Proposal.][Delete if inapplicable.]

## **8.0 RELEASE AND INDEMNIFICATION**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

## **9.0 INSURANCE**

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

## **10.0 WORKSAFEBC**

- 10.1 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.
- 10.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 10.3 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.

**[NTD: If the types of services contemplated by this form of Agreement are to be performed in a multi employer workplace, a "Prime Contractor" agreement should be requested from Legal Services and should be executed by the Consultant.]**

## **11.0 CITY INFORMATION/APPROVALS**

- 11.1 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.

## **12.0 COMMUNICATION BETWEEN CONSULTANT AND CITY**

- 12.1 The City appoints **[insert name] [email address]** as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **[insert name]**'s appointment as the City's Project Manager by the City, **[insert name]** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **[insert name]**, and

all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

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

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

12.3 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.

### 13.0 TERM OF AGREEMENT

13.1 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").

**[Note: If specific phases must be completed by specific dates then insert a more detailed timetable or reference timetable in a schedule and refer to it here.]**

### 14.0 TERMINATION

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

14.2 Despite Section 14.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 14.1 exceed \$10,000.00 (including all taxes).

### 15.0 ASSIGNMENT

15.1 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.

## 16.0 CONFIDENTIALITY

- 16.1 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.
- 16.2 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 16.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 16.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City’s request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 16.4 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.
- 16.5 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 16.0, 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.
- 16.6 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.

16.7 This Section 16.0 shall survive the expiration or earlier termination of this Agreement.

#### **17.0 NO PROMOTION OF RELATIONSHIP**

17.1 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).

17.2 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.

#### **18.0 DELIVERABLES**

18.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the “Deliverables”).

18.2 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**”).
- 18.3 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.
- 18.4 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 16.0 unless advised otherwise by the City.
- 18.5 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.
- 18.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 18.7 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.
- 18.8 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.

## **19.0 NOTICES**

- 19.1 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.
- 19.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

## **20.0 NO CONFLICT OF INTEREST**

- 20.1 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 20.1 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 20.1 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).
- 20.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

## **21.0 NON-RESIDENT WITHHOLDING TAX**

- 21.1 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.
- 21.2 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.

- 21.3 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.

## **22.0 COMPLIANCE WITH LAW**

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

## **23.0 GOVERNING LAW AND RESOLUTION OF DISPUTES**

- 23.1 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.

## **24.0 INDEPENDENT CONSULTANT**

- 24.1 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.
- 24.2 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.

## **25.0 INDEPENDENT LEGAL ADVICE**

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

## **26.0 TIME FOR PERFORMANCE**

- 26.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 26.2 **Unavoidable Delay.** Notwithstanding Section 26.1, 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.

## 27.0 GENERAL

- 27.1 **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.
- 27.2 **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.
- 27.3 **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.
- 27.4 **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.
- 27.5 **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.
- 27.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 27.7 **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.
- 27.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 27.9 **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.

27.10 **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.

27.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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

**CITY OF VANCOUVER**

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

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

**[NAME OF CONSULTANT]**

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

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

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## APPENDIX A - SCOPE OF WORK

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## 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 claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services;
- (b) specific to geotechnical services, carry a minimum \$5,000,000 per claim and in the aggregate limit of professional liability insurance for claims arising out of any error or omission of the Consultant performing geotechnical design, testing, analysis, or reporting; and
- (c) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

### A1.2 **Required Policy Terms**

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

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

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. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

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

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

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

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

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

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

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APPENDIX C - PROPOSAL

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APPENDIX D - RFP

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