



# REQUEST FOR PROPOSALS

## DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE

RFP No. PS20210505

Issue Date: June 14, 2021

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**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
TABLE OF CONTENTS**

---

**TABLE OF CONTENTS**

<b>PART A – INFORMATION AND INSTRUCTIONS .....</b>	<b>2</b>
1.0 THE RFP .....	2
2.0 KEY DATES .....	3
3.0 CONTACT PERSON .....	3
4.0 SUBMISSION OF PROPOSALS.....	4
5.0 CHANGES TO THE RFP AND FURTHER INFORMATION .....	5
6.0 PROPOSED TERM OF ENGAGEMENT .....	6
7.0 PRICING .....	6
8.0 EVALUATION OF PROPOSALS .....	6
9.0 CITY POLICIES .....	7
11.0 CERTAIN APPLICABLE LEGISLATION .....	8
12.0 LEGAL TERMS AND CONDITIONS .....	8
 APPENDIX 1 - INFORMATION MEETING .....	 9
 <b>PART B – CITY REQUIREMENTS .....</b>	 <b>1</b>
1.0 SCOPE OF WORK.....	1
 <b>PART C – FORM OF PROPOSAL.....</b>	 <b>1</b>
APPENDIX 1 LEGAL TERMS AND CONDITIONS OF RFP .....	3
APPENDIX 2 QUESTIONNAIRE .....	9
APPENDIX 3 COMMERCIAL PROPOSAL .....	18
APPENDIX 4 PROPONENT’S REFERENCES .....	19
APPENDIX 5 CERTIFICATE OF INSURANCE .....	21
APPENDIX 6 DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE.....	22
APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S) .....	23
APPENDIX 8 SUBCONTRACTORS.....	24
APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT .....	26
APPENDIX 10 CONFLICTS; COLLUSION; LOBBYING.....	27
APPENDIX 11 PROOF OF WORKSAFEBC REGISTRATION .....	28
 <b>PART D FORM OF AGREEMENT.....</b>	 <b>1</b>

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

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**SUMMARY**

The purpose of this Request for Proposal (“RFP”) is to obtain two separate and distinct multidisciplinary Consultant Design Teams (“Design Teams”) to work cooperatively with the City of Vancouver (“City”) and project partners through a participatory, public-facing design challenge to create site-specific flood management concept designs for Vancouver’s False Creek shoreline.

The City is launching the Sea2City Design Challenge (“Sea2City”) to help inform a framework and vision to guide urban development and ecological revitalization in Vancouver’s False Creek floodplain, a highly valued and constrained urban waterway in the heart of the city.

As a design challenge, Sea2City seeks to:

- Increase public awareness of climate change and sea level rise;
- Explore coastal adaptation approaches that respond to the social equity, economic, and ecological challenges posed by sea level rise and coastal flooding;
- Investigate coastal adaptation approaches for sea level rise beyond 1 metre; and
- Expand the toolbox of coastal flood management approaches.

Sea2City will include a creative and interactive public engagement and communications program managed by the City. Engagement will include a youth stream which will aim to engage with the 18-30 years cohort. Selected design teams will participate in three rounds of events and activities. Each round will include public learning and design events as well as advisory sessions and workshops with groups established for the project (Community Advisory Group, Technical Advisory Group, and City Advisory Team). The third and final round of public engagement will also include a 1-day, inter-team design charrette for a fifth Sea2City challenge site for teams to apply lessons learned through the challenge process.

The Design Teams will:

- Provide comprehensive design package for a preferred conceptual coastal flood management approach for two sites in False Creek (each Design Team will be responsible for two sites);
- Provide illustrative concepts showing where future coastal flood management approaches and/or structures could be developed along the currently unprotected portions of the False Creek shoreline;
- Participate in the City-organized public engagement and communications program throughout the duration of the Challenge;

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

---

- Participate in 1-day, inter-team design charrette at the conclusion of the Sea2City to apply lessons learned through the challenge process to a fifth site; and
- Produce a final set of materials designed to inspire and inform the community and the City.

Participating teams will be guided by the design principles developed through the 2021 False Creek Coastal Adaptation Plan, while evaluation of the concept designs will be directed by shared community values that were identified in the same project. Sea2City will also include additional guidance and input from xʷməθkʷəyəm (Musqueam), Skwxwú7mesh (Squamish), and səliwətał (Tsleil-Waututh) Nations on whose unceded, ancestral, traditional territories Vancouver and False Creek is located.

**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:

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

- (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)	12:00 noon (PST Local Time) - Tuesday June 22, 2021
Information Meeting	9:00 am Thursday June 24, 2021 (PST Local Time)
Deadline for Enquiries	12:00 Noon - Friday July 2, 2021
Closing Time	3:00pm on Tuesday July 13, 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:

Harinder Kainth  
[harinder.kainth@vancouver.ca](mailto:harinder.kainth@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**

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

---

**POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

**4.0 SUBMISSION OF PROPOSALS**

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

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

- Subject of the file to be: PS20210505 - Design Teams for Sea2City Design Challenge - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and;
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to [Bids@vancouver.ca](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.
- Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
- The maximum number of attachments allowed in an email message is 250 attachments.
- The maximum size limit for an email message, including all attachments, is 20MB per message

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.

**REQUEST FOR PROPOSALS NO. PS20210505**  
**DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE**  
**PART A - INFORMATION AND INSTRUCTIONS**

---

- 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.
- 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.
- Webex : Details: To be provided by email two (2) days prior to the Information Meeting to the Respondents of Appendix 1 to this Part A.
- 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 harinder.kainth@vancouver.ca, on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

**6.0 PROPOSED TERM OF ENGAGEMENT**

6.1 The term of any Agreement is expected to be for a fourteen month period (or completion of the Work) with a possible one (1) year extension.

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

**8.0 EVALUATION OF PROPOSALS**

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

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

financial terms, (ii) Proponents' skills, knowledge, reputations and previous experience(s), in successfully handling inclusive and complex design and planning processes, including experience in environmental planning, climate adaptation, approaches to achieving resilience, designing for universal accessibility, ecological regeneration, social inclusivity, coastal planning, and livability in urban spaces; including experience(s) with the City (if any) ); it is expected that teams will be led by qualified and experienced landscape architect, urban designer, urban planner, engineer, or architect; the City encourages collaboration between local, national and international professionals; (iii) Proponents' capabilities to perform the City's scope of work (as defined in Part B) as and when needed, (iv) quality and service factors, (v) innovation, (vi) environmental or social sustainability; and (vii) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	75%
Financial	20%

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

Sustainability (Environmental and/or 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**
- 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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS**

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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 CERTAIN APPLICABLE LEGISLATION**

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

**11.0 LEGAL TERMS AND CONDITIONS**

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

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

REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART A - INFORMATION AND INSTRUCTIONS

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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING

Supply Chain Management

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**RE: REQUEST FOR PROPOSALS NO. PS20210505, DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE**

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:

Harinder Kainth  
City of Vancouver  
Email: [harinder.kainth@vancouver.ca](mailto:harinder.kainth@vancouver.ca)

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

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

KeyContact Person: \_\_\_\_\_

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

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

Our company WILL  / WILL NOT  attend the information meeting for Request for Proposals No. PS20210505, Design Teams for Sea2City Design Challenge

\_\_\_\_\_  
Signature

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
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.

**Summary of requirement**

The purpose of this Request for Proposal (“RFP”) is to obtain two separate and distinct multidisciplinary Consultant Design Teams to work co-operatively with the City of Vancouver (“City”) and project partners through a participatory, public-facing design challenge to create site-specific flood management concept designs for Vancouver’s False Creek shoreline.

**1.0 Background**

Flanked to the north by Burrard Inlet, to the west by the Salish Sea, and to the south by the north arm of the Fraser River, Vancouver has always been a coastal community defined by its proximity to the ocean, river and mountains. Vancouver is situated on the unceded traditional territory of xwmə kwəy’əm (Musqueam), Skwxwú7mesh (Squamish), and səlilwətał (Tsleil-Waututh). The area currently known as False Creek is of significant meaning to the local First Nations who stewarded the land since time immemorial.

Thousands of years before European colonization Musqueam, Squamish and Tsleil-Waututh Nations villages and settlements dotted the shorelines, with trade and travellers using the waterways as highways to travel great distances. Each Nation had, and continues to have, its own relationship to the area, including place names and uses for the lands and resources.

Many Indigenous peoples from nations throughout BC, Canada, and the world reside in Vancouver. In Canada, after Winnipeg and Edmonton, the third-largest population of Indigenous peoples reside in Vancouver.

**1.1 What has Vancouver been doing so far?**

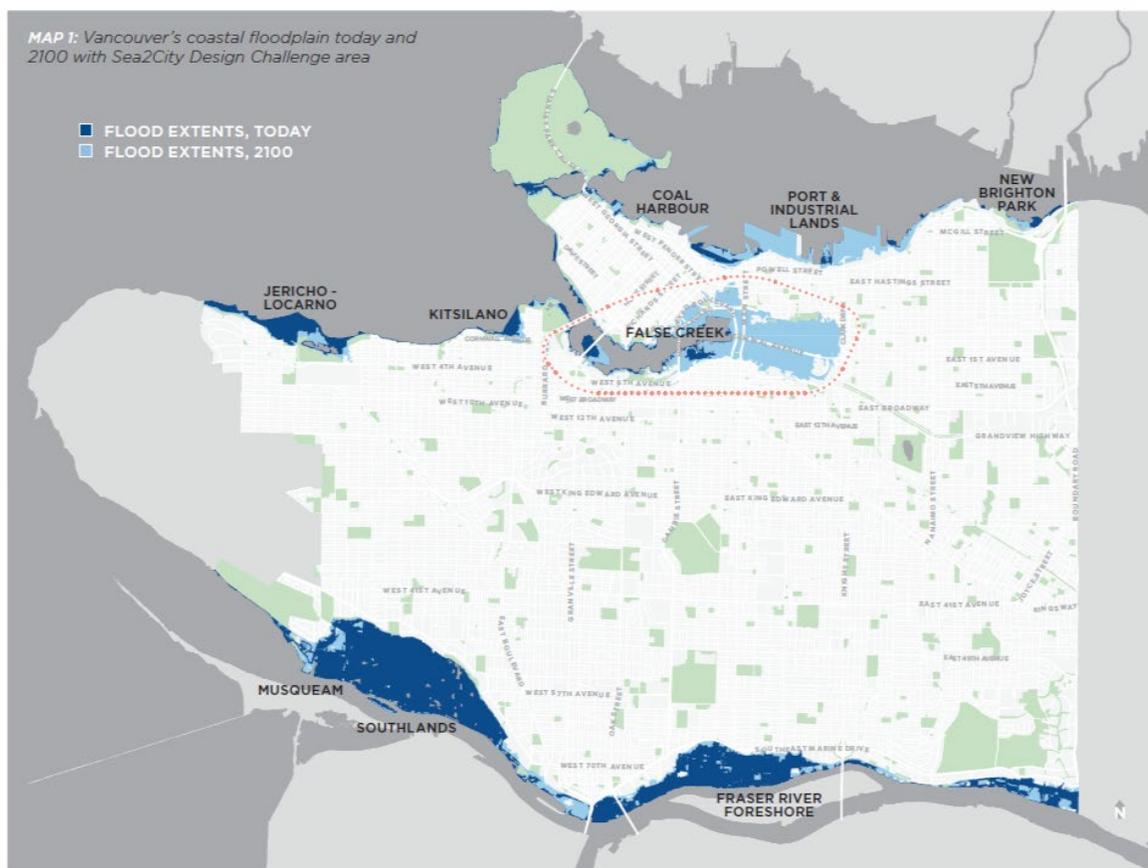
Despite its coastal context, Vancouver has historically had minimal formal flood management infrastructure. Currently, the shoreline of False Creek and most of Vancouver is not prepared for future sea level rise or current or future coastal flooding. According to the Province of British Columbia and the Government of Canada, Vancouver can expect 50 cm of sea level rise by 2050, 100 -150 cm by 2100 and about 200 cm or more by 2200 (measured over the Year 2000 sea level as a baseline). Vancouver recognizes the need to plan now for future sea level rise and to help vulnerable shoreline neighbourhoods, communities and businesses to become more resilient to current and future coastal flooding.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

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Continuing a legacy of climate adaptation work which began in 2012, the City is launching an innovative planning and design challenge, the Sea2City Design Challenge. The Sea2City Design Challenge will help inform a framework and vision to guide urban development and ecological revitalization in Vancouver's False Creek floodplain.

Since the release of Vancouver's Climate Change Adaptation Strategy in 2012, the City has been working to understand and manage coastal flood risk. Starting in 2013, the City began modelling flood hazards and coastal flood risk in Vancouver (to the years 2100 and 2200) to determine the City's flood plain (Figure 1). Early work identified community assets, infrastructure, and buildings at risk to flooding over time. This work also identified that given our current knowledge of sea level rise and flood hazard, adaptation measures must be in place in False Creek by approximately 2080.



**Figure 1.** A map of the City of Vancouver's flood plain today and in 2100. The dark blue represents those areas vulnerable to flooding due to a 1/500 year storm (0.2% AEP) and the light blue represents those areas vulnerable to the combined effects of a 1/500 year storm and 1.0 m of sea level rise should no interventions be implemented. The combination of these two areas represent the City's flood plain.

Next, a high-level assessment of flood management options for flood hazard areas within the City was conducted. This fed into the development of a sea level rise planning framework and will continue to inform public engagement and planning.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

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All of this work has informed the Coastal Adaptation Plan, a long-term planning effort to address coastal adaptation needs for the City of Vancouver. The Coastal Adaptation Plan's first piece of work was the Coastal Adaptation Plan - Fraser River Foreshore, which was completed in 2018. This project engaged stakeholders along the Fraser River to identify community values, sought input on potential flood management options, and crafted design and planning principles to use when developing flood management options for the area.

As part of the Coastal Adaptation Plan, a similar engagement program was carried out in False Creek in 2020. Engagement reviewed and refined the community values first identified for the Fraser River for False Creek. Engagement also informed participants about the upcoming Sea2City project.

In parallel to the planning work described above, some limited flood management infrastructure has also been constructed along the Fraser River (East Fraser Lands) as part of recent waterfront development. Related to this, the City has also started to develop its internal engineering teams and standards for flood management infrastructure.

## **1.2 Vancouver's Climate Emergency**

In January 2019, Vancouver City Council unanimously approved a motion recognizing the climate emergency that the planet faces and acknowledged that the City needs to do more in response to this emergency. As a coastal City, sea level rise and flooding pose of one the major climate adaptation challenges Vancouver is facing.

## **2.0 Introduction**

### **2.1 Sea2City Design Challenge Overview**

The Sea2City Design Challenge is a sub-component of the City's ongoing Coastal Adaptation Plan. The concepts developed in the Sea2City Design Challenge will be used to inform the next phase of the Coastal Adaptation Plan and be further refined by the City with project partners, Indigenous governments, stakeholders, and coastal regulators. This plan will provide a framework and vision to guide urban development and ecological revitalization for coastal neighbourhoods across the City, including False Creek which represents the most developed floodplain in the City. The Sea2City Design Challenge is not a design-build program.

Figure 2.0 outlines the overarching approach for the City's ongoing Coastal Adaptation initiative over the next three years and beyond.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

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**Figure 2.0 Coastal Adaptation Plan High Level Timeline**

The City is launching the Sea2City Design Challenge (Sea2City) to help inform a framework and vision to guide urban development and ecological revitalization in Vancouver’s False Creek floodplain, a highly valued and constrained urban waterway in the heart of the city.

As a design challenge, Sea2City seeks to:

- Increase public awareness of climate change and sea level rise;
- Explore coastal adaptation approaches that respond to the social equity, economic, and ecological challenges posed by sea level rise and coastal flooding;
- Investigate coastal adaptation approaches for sea level rise beyond 1 metre; and
- Expand the City’s toolbox of coastal flood management approaches.

Sea2City will include a creative and interactive public engagement and communications program managed by the City. Engagement will include a youth stream which will aim to engage with the 18-30 years cohort. Selected Design Teams will participate in three rounds of events and activities. Each round will include public learning and design events as well as advisory sessions and workshops with groups established for the project (Community Advisory Group, Technical Advisory Group, and City Advisory Team). The third and final round of public engagement will also include a 1-day, inter-team design charrette for a fifth Sea2City challenge site for teams to apply lessons learned through the challenge process.

The Design Teams will:

- Provide comprehensive design package for a preferred conceptual coastal flood management approach for two sites in False Creek (each Design Team will be responsible for two sites);

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

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- Provide illustrative concepts showing where future coastal flood management approaches and/or structures could be developed along the currently unprotected portions of the False Creek shoreline;
- Participate in the City-organized public engagement and communications program throughout the duration of the Challenge;
- Participate in 1-day, inter-team design charrette at the conclusion of the Sea2City to apply lessons learned through the challenge process to a fifth site; and
- Produce a final set of materials designed to inspire and inform the community and the City.

The Sea2City challenge sites represent the varied land use typologies found in False Creek along with a range of coastal flood management constraints and opportunities. The sites include high-density mixed-used neighbourhoods, mixed-use local commercial areas, and valued parks and public spaces. The sites are all adjacent to the busy, constrained urban waterway that is False Creek.

Participating teams will be guided by the design principles developed through the 2021 False Creek Coastal Adaptation Plan, while evaluation of the concept designs will be directed by shared community values that were identified in the same project. Sea2City will also include additional guidance and input from xʷməθkʷəy̅əm (Musqueam), Sḵwx̱wú7mesh (Squamish), and səliłwətał (Tseil-Waututh) Nations on whose unceded, ancestral, traditional territories Vancouver and False Creek is located.

## **2.2 False Creek Overview: False Creek Today**

False Creek is a bustling, urban, mixed-use waterfront area that is one of Vancouver's major destinations for residents and visitors alike. The area surrounds the False Creek inlet, which flows from English Bay beneath the Burrard, Granville, and Cambie Street bridges along the southern edge of the Downtown peninsula to Science World in the east. Historically one of Vancouver's major industrial centres, the last few decades have seen False Creek transition into a social and recreational heart of Vancouver, featuring a variety of higher density multi-family residences, commercial areas, and parks that are used by many for recreational and marine activities.

Before colonization, False Creek extended much further east to present day Clark Drive and was a large tidal mudflat. The area featured a number of streams flowing down the southern slopes, and provided abundant resources for Indigenous peoples, including some of the most productive salmon and trout runs in Vancouver. The area was filled in for industrial use in the early 1900's and for the first half of the 20th century False Creek was one of Vancouver's principal industrial areas, with extensive rail yards, lumber mills, shipbuilding, and other industrial activity. As industrial production shifted and moved out, False Creek became the focus of major urban renewal initiatives beginning in the 1970's which have continued to this day. False Creek's industrial legacy remains, with issues related to contaminated soils and other

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

issues. Natural streams were buried under fill or polluted with sewage and replaced with a combined sewer network. There are multiple combined sewer overflow (CSO) outfalls within False Creek.

Today, False Creek encompasses numerous, diverse neighbourhoods. False Creek North includes portions of Northeast False Creek, Yaletown, and Chinatown. False Creek South passes through Fairview, South East False Creek, Olympic Village, and False Creek Flats along the south shore. False Creek North and South both include sizeable parcels of yet-to-be developed land.

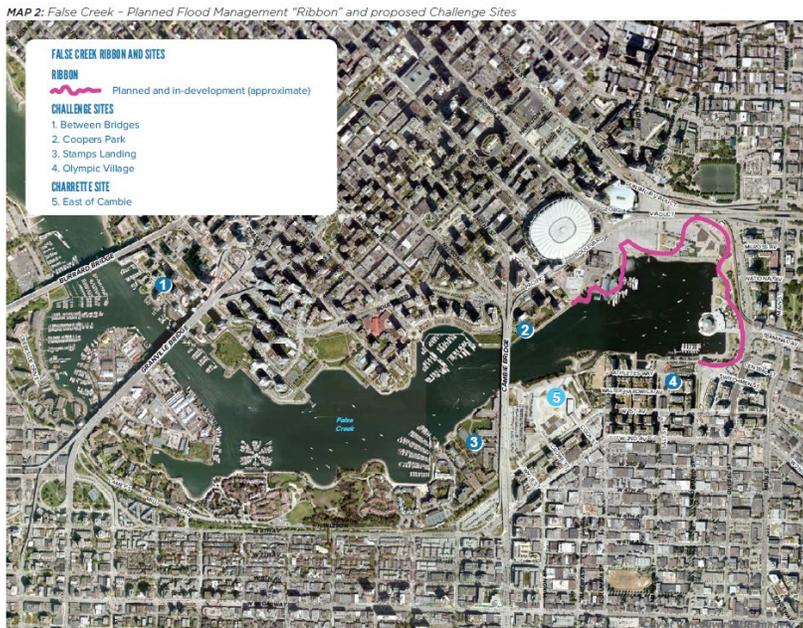
Within False Creek, Granville Island is one of the most flood-vulnerable areas. Managed by the Canada Mortgage and Housing Corporation, the island features a mix of uses. Its 300 plus businesses, including a Public Market, and lively arts, culture, and culinary scene make it one of Vancouver's most popular tourist destinations. It is also the site of a community centre, commercial and office spaces, float homes, and a marina. Granville Island will not be a Challenge Site but is an important Challenge consideration.

### **2.3 Flood Management Planning and Drainage**

The City has begun to plan and implement flood management structures (berms, dikes, and seawalls) in the eastern portion of False Creek. Sea2City refers to these structures and their general alignment as the "Ribbon" (Figure 3). The two selected Design Teams will be asked to illustrate an annotated diagram for the remainder of the False Creek "Ribbon," which represents where future flood protection structures could be implemented.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---



*Figure 3. Map of the Sea2City Design Challenge “Challenge Sites” and the Charrette Site.*

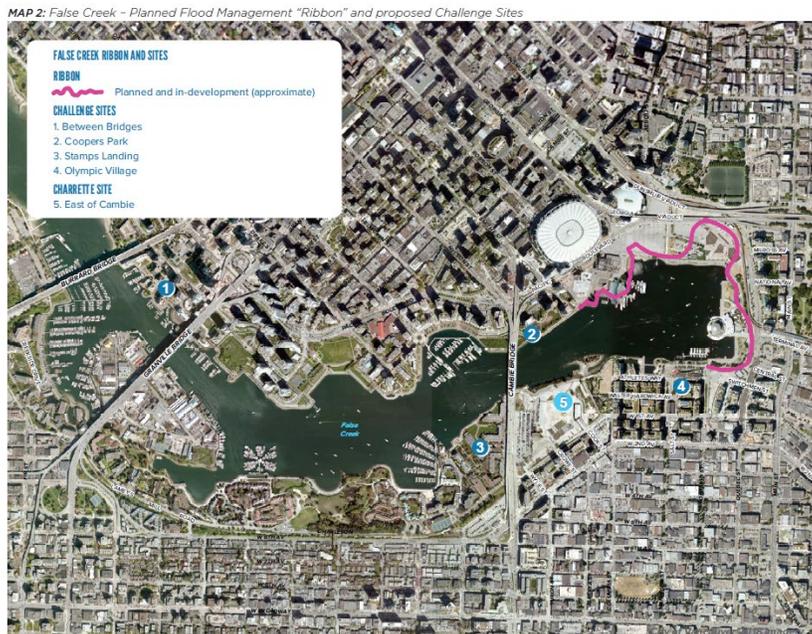
The City is also starting work on planning for potential drainage outfalls across the City, including False Creek. Most of Vancouver’s drainage is currently conveyed through a ‘combined sewer’ system (combination of rainwater and sewage). During rainfall events when the combined system has reduced capacity, combined sewer overflows (“CSOs”) result in pollution of Vancouver’s receiving bodies, including False Creek. Over multiple decades, the City has been working to separate its sewer network into a sanitary sewer system and a storm sewer system. Recently, the City has initiated the Sewage and Rainwater Management Plan (“SRMP”) as a concurrent planning process to Sea2City. The “Ribbon” and the project sites cross existing CSO outfalls and potential alignments for future separate drainage outfalls and associated facilities (e.g. internal drainage storage and pump stations). Internal drainage planning is linked with coastal flood management planning as sea level rise will impact drainage systems and flood management structures may also impact internal drainage if drainage is not considered in the design process. The Design Challenge should consider, at a high level, the potential opportunities to incorporate internal drainage planning, including drainage outfalls and related facilities into the design. City engineering staff will support the Design Teams with background information and high-level planning work for each challenge site to enable the consultant to visualize internal drainage facilities and include internal drainage facilities in the cost estimates. The City does not expect the Consultant to conduct additional hydrologic/hydraulic modelling to prepare high-level cost estimates for internal drainage facilities.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

## 2.4 Sea2City Design Sites

The Sea2City Design Challenge focuses on the shoreline of False Creek from Burrard Bridge, east to Science World (Figure 4). The flood plain areas of North East False Creek and the False Creek Flats are out of scope for this project.



**Figure 4.** Map of the Sea2City Design Challenge “Challenge Sites” and the Charrette Site.

### Sea2City Challenge Sites:

There are four Sea2City challenge sites divided between sites on the north shore of False Creek and the south shore. They represent a mix of developed, urban spaces, parks and open space, and undeveloped areas (see Figure 5). Each Design Team will be assigned two of the challenge sites to focus on during the course of Sea2City.

### False Creek North:

1. **Between Bridges:** Between Bridges is a complex site located east of Burrard Bridge and west of Granville Bridge. The site includes the seawall, the Hornby False Creek Ferry dock for the Aqua Bus service, a private marina, high-density residential towers, and mixed-use ground floors that include commercial and office uses. The site was developed between the mid-1980s and the early 2000s. To the northwest is Sunset Beach and the Vancouver Aquatic Centre, to the northeast is Beach Avenue and recent developments including Vancouver House, and to the southeast is high-density residential development and George Wainborn Park.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

2. **Coopers' Park:** Coopers' Park is located under the north end of Cambie Street Bridge. The park includes open fields, the seawall path, and a playground and basketball court beneath the bridge. The shoreline is a combination of rip rap revetments and sea walls. In the late 1990s and early 2000s, small saltwater marsh sections were developed with varying degrees of success. To the east of the site is Plaza of Nations, where a planned section of the Ribbon will present options for connection. To the north of the site is a variety of mixed-use development within the future flood extent areas, including BC Place stadium.

**False Creek South:**

3. **Stamps Landing:** Stamps Landing is a complex site located east of Charleson Park, bordered by the Cambie bridge to the east, and the Heather Civic Marina on the eastern shoreline. The site features rip rap revetment shoreline, park space, and mixed used commercial residential development, including several waterfront restaurants. The Heather Street combined sewer outfall is located along the western portion of the site with a discharge point offshore to the north of the site. The site includes a large public marina.

4. **Olympic Village:** Olympic Village is a large mixed-use development first developed for the 2010 Winter Olympics as the athletes' village. The area includes a large number of high-density residential units with some rental developments and co-operative housing development, along with ground floor commercial shops and services. The area is home to Creekside Community Centre, a bustling section of the False Creek Seawall, and a marina and dock complex that supports False Creek's dragon boat community and an Aquabus/False Creek Ferries water taxi dock. To the east of the site is the East Park development project, where a planned section of the Ribbon will present options for connection, while Hinge Park demarcates the western boundary.

**Sea2City Charrette Site:**

The south shore of False Creek also includes a site for a joint-team, one-day, collaborative design charette that will take place in the final phase of Sea2City.

5. **East of Cambie:** East of Cambie is a large City-owned site located between the Cambie Street Bridge and Hinge Park. As a low area, the site is exposed to the greatest potential coastal flooding depths in False Creek under current conditions. Current uses of the site include a large social enterprise urban farm operated by Sole Foods Street Farms, a City works yard and parking facility for the Vancouver Police, and City-operated affordable, temporary modular housing. Undeveloped portions of the site have been used to host community events, including food truck festivals and visiting Cirque du Soleil performances. The site neighbors Hinge Park, which is the only biodiversity hotspot in False Creek. The site also neighbors Olympic Village, which is a large mixed-use development first developed for the 2010 Winter Olympics.

**2.5 Desired Outcomes: How the Sea2City Design Challenge will help Vancouver**

**REQUEST FOR PROPOSALS NO. PS20210505**  
**DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE**  
**PART B - CITY REQUIREMENTS**

---

Outputs from the Sea2City Design Challenge will be used to inform the next phase of the City's overarching Coastal Adaptation Plan and will be further refined by the City with project partners, Indigenous governments, stakeholders, and coastal regulators. This plan will provide a framework and vision to guide urban development and ecological revitalization for coastal neighbourhoods across the City, including False Creek and support future Coastal Adaptation Plan work in other coastal Vancouver neighbourhoods.

This implementation work will begin after the completion of Sea2City and will likely continue for several years recognizing the additional research, planning, technical design, and engagement that will be required to move coastal adaptation forward in such a constrained urban waterway as False Creek.

### **3.0 Team Composition and Expertise**

Respondents can be either teams or firms. It is expected that teams will be led by qualified and experienced landscape architect, urban designer, urban planner, engineer, or architect. The City encourages teams to include other relevant specialists. Teams should possess experience in successfully handling inclusive and complex design and planning processes, including experience in environmental planning, climate adaptation, designing for universal accessibility, ecological regeneration, social inclusivity, coastal planning, and livability in urban spaces. Teams must also demonstrate in-depth understanding of climate change adaptation and approaches to achieving resilience. The City encourages collaboration between local, national and international professionals.

Consultants must meet the following requirements:

- a. Respondents can be either teams or individual firms. It is expected that teams will be led by a qualified and experienced landscape architect, urban designer, urban planner, engineer, or architect. The City encourages teams to include other relevant specialists.
- b. Teams should possess experience in successfully handling inclusive and complex design and planning processes, including experience in environmental planning, climate adaptation, designing for universal accessibility, ecological regeneration, social inclusivity, coastal planning, and livability in urban spaces.
- c. Teams must also demonstrate in-depth understanding of climate change adaptation and approaches to achieving resilience. The City encourages collaboration between local, national and international professionals.
- d. In terms of other relevant specialists, the City strongly encourages but does not require inclusion of the following expertise and team composition:
  - Indigenous perspectives rooted in the experience of Musqueam, Squamish and Tsleil-Waututh First Nations;

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

- Landscape architecture including expertise in park and public space planning and design in waterfront settings;
- Civil/coastal engineering (Note: please see Section 5.1 for information about the Technical Advisory Group. In order to provide consistency in engineering advice, in particular geotechnical expertise, Design Teams will be able to call upon the Technical Advisory Group for local engineering advice and knowledge. The Technical Advisory Group's services is to augment the Design Team's own engineering expertise. Detailed seismic analysis is not required as part of Sea2City);
- Environmental sciences and planning;
- Community, urban planning; and
- Artists.

The City strongly encourages Proponents:

- to include different perspectives on their team. This may include Indigenous people, youth, people with disabilities, and people with working experience outside of Canada; and
- to provide opportunities for people from equity seeking communities on their team and to credit and compensate them appropriately.

#### **4.0 Advisory Group Support and Timeline**

##### **4.1 Advisory Groups**

Sea2City will include three rounds of advisory sessions and workshops with groups established for the project (Community Advisory Group, Technical Advisory Group, and City Advisory Team), along with public-facing events which will be managed by the City.

Due to the evolving nature of the COVID-19 pandemic, the first round of advisory sessions and workshops with groups established for the project (Community Advisory Group, Technical Advisory Group, and City Advisory Team) will likely be digital and remote. Some travel (if team members are traveling from abroad) is expected for the second and third rounds of Sea2City advisory sessions and workshops. Design Teams are not responsible for planning or facilitating public engagement. Design Teams are responsible for attending sessions and participating, e.g. introducing themselves, showcasing work etc.

City Advisory Team - a group of key City staff including project leads from the City's Sustainability Department with staff from Engineering, Planning, Real Estate, Facilities, and Community Engagement. Representatives from the Vancouver Board of

**REQUEST FOR PROPOSALS NO. PS20210505**  
**DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE**  
**PART B - CITY REQUIREMENTS**

---

Parks and Recreation will also participate along with representatives from major City facilities operating in the study areas (e.g., Roundhouse Community Centre, Creekside Community Centre). Representatives from Musqueam, Squamish and Tsleil-Waututh will also participate on this team. The City Advisory Team will provide feedback and input through three one-day Collaboratoriums with the Technical Advisory Group.

Representatives from Granville Island which is located within False Creek but under the jurisdiction of the federal government's Canada Mortgage and Housing Corporation ("CMHC") would also participate on the City Advisory Team.

Technical Advisory Group - a group of external, locally-based experts from participating private firms with specific local experience and skills in coastal engineering, coastal adaptation and landscape design, environmental planning, geotechnical and seismic, and the regulatory environment. Representatives from major asset operators will also be invited to participate on the Technical Advisory Group, including Metro Vancouver Regional District, BC Hydro, Fortis, etc.

The Technical Advisory Group will provide feedback and input through three one-day Collaboratoriums with the City Advisory Team. Collectively, the group is intended to provide technical advice and local knowledge and to provide a forum to discuss and clarify engineering and technical design issues, criteria, and concepts. The group is intended to augment any engineering experience on the Design Team and provide consistency in engineering advice. The level of support from the Technical Advisory Group can be expected to include discussion and clarification of engineering design issues, criteria, and concepts, but would not include any new engineering analysis or calculations.

Community Advisory Group ("CAG") - a group of representatives from local community and social organizations, neighbourhood and ratepayers' associations, business groups and local Business Improvement Associations, arts and culture organizations, recreation groups, and environmental organizations, some of whom participated in the Sea2City lead-up project, the 2020 False Creek Coastal Adaptation Plan. The group will provide a forum for feedback, guidance, and advice to teams at key milestones during Sea2City. Specifically, the CAG will support Design Teams by:

- Acting as a sounding board for the Sea2City Design Teams to share and discuss ideas and design concepts;
- Advising teams of their organization's / community's / constituency's perspectives relating to coastal flood adaptation in False Creek;
- Providing guidance, critiques, and suggestions on proposed coastal adaptation approaches and concepts; and
- Providing a sense of the broader community's reactions and concerns and how these might be addressed.

Given the importance of both areas to Musqueam, Squamish, and Tsleil-Waututh, Sea2City will include their involvement and engagement through existing government-to-government channels with the City. The Design Team(s) will also participate in

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

sessions to introduce them to these partners and to help ground their perception of the Challenge sites from a non-colonial, Indigenous perspective.

Advisory sessions will be convened during each of the three rounds Sea2City events and activities outlined below. The dates are approximate and may change.

## **4.2 Timeline**

Design Teams are not responsible for planning or facilitating public engagement. Design Teams are responsible for attending sessions and participating, e.g. introducing themselves, showcasing work etc. An approximate timeline is shown below:

### Sea2City Round 1 Events - September/October 2021:

- Team welcome and onboarding session (2 hours);
- Indigenous Perspectives and Decolonization Workshop (6 hours);
- Public Kick-off events (5 hours);
- Collaboratorium 1 (inter-team session - sharing lessons) with City Advisory Team and Technical Advisory Group (7 hours);
- Community Advisory Group Session (2 hours); and
- Collaboratorium 1: The full day workshop will provide an opportunity for the teams to introduce themselves to the City and Technical Advisory Group. The workshop will also provide the Design Teams an overview of past, current, and ongoing City projects and planning in False Creek along with major development projects underway. It will also provide an opportunity to explore some of the technical considerations (e.g., coastal geomorphology, seismic, regulatory, planning, etc.) associated with False Creek and the Sea2City challenge sites. The event will include a review of the lead-up project, the 2020 False Creek Coastal Adaptation Plan, and introduce the Values-based Planning Primer that was produced as part of the project. The documents identify design principles to be used by teams to inform their design work and outlines values-based criteria that will be used to help evaluate Sea2City design options. This approach will help ensure that coastal flood adaptation options developed by the teams consider identified community issues and provides a more transparent evaluation framework that reflects shared community values.

### Sea2City Round 2 Events - March/April 2022

- Indigenous perspectives workshop (3 hours);
- Collaboratorium 2 with City Advisory Team and Technical Advisory Group (7 hours);

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

- Community Advisory Session (2 hours);
- Public Events (5 hours); and
- Collaboratorium 2: A one day workshop with the City Advisory Team and the Technical Advisory Group. The event will focus on sharing insights around three conceptual adaptation approaches for each challenge site (i.e., resist, accommodate, move/avoid), ground-truthing early work in technical considerations for the three adaptation approaches, and evaluating each using both value criteria and technical criteria from the False Creek Coastal Adaptation Plan - Value-based Planning Primer.

Sea2City Round 3 Events - June/July 2022

- Indigenous perspectives workshop (3 hours);
- Collaboratorium 3 with City Advisory Team and Technical Advisory Group (7 hours);
- East of Cambie Design Charette (7 hours);
- Community Advisory Session (2 hours);
- Public Event/Design Exhibition (an associated publication will be explored as part of potential wrap activities) (3 hours);
- Collaboratorium 3: A one day workshop with the City Advisory Team and the Technical Advisory Group. The event will focus on sharing learnings from the teams' refined design concepts for their two sites, how the site design concepts score against value criteria and technical criteria, and a discussion around costing considerations and challenges for the two site design options. The session would also review the teams' conceptual alignments for the False Creek "Ribbon.";
- East of Cambie Design Charrette: A one day, inter-team, collaborative design charrette with the City Advisory Team and the Technical Advisory Group charrette for a fifth challenge site called East of Cambie. The design charrette would have Design Teams working in mixed groups to develop three preliminary scenarios for the site (protect/resist; adapt/accommodate; avoid) and fourth, more refined scenario highlighting the charrette teams' suggested scenarios for the site; and
- Public Event/Design Exhibition: Teams will participate in a public wrap-up event and celebration to be linked to the joint design charette. Comprehensive design packages will be displayed at this event.

## 5.0 Scope of Work

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

The Design Team Consultant is responsible for completing the tasks listed in Table 1. These tasks will be completed over three phases of engagement planned for Sea2City. Final deliverables are due September 30 2022.

	Work Task
1	Site-specific conceptual designs for the two assigned Sea2City challenge sites
2	Annotated diagrams illustrating conceptual scenarios for the False Creek "Ribbon"
3	Challenge site design concept package
3A.	Create a Technical Design Brief that describes how technical considerations and constraints identified by the Technical Advisory Group (i.e., seismic, geotechnical, civil, internal drainage) were incorporated into both the Ribbon alignment and Challenge site designs. The Technical Design Brief can include illustrations
3B.	High-level cost considerations for the development of the preferred conceptual site designs for the two challenge sites
3C.	Create an illustrated Adaptive Design Brief (that provides a review of the adaptability of flood management Ribbon and Challenge site design responses to 1m+ scenarios (1.5 - 2.0 m)
3D.	Design and/or planning considerations for the City team to consider in the next phases of the flood management planning for the preferred conceptual site designs for the two challenge sites
4	Participation in a joint 1-day design charrette in Round 3
5	Participation in the Sea2City program, a three phased engagement and communications program comprised of collaborative public learning and design events and a final public event. Over the three rounds, the Design Teams will attend three Decolonization and Indigenous perspective workshops, engage with the Community Advisory Group, and collaborate with the City Advisory Team and Technical Advisory Group via three Collaboratoriums

**Table 1.** High level overview of the major tasks that make up the Sea2City Design Team's scope of work.

**REQUEST FOR PROPOSALS NO. PS20210505**  
**DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE**  
**PART B - CITY REQUIREMENTS**

---

## **5.1 Work Task Descriptions**

The Design Team Consultant(s) is responsible for completing the following tasks. These tasks will be completed over three phases of engagement planned for Sea2City that will take place from September 2021 to July 2022. Final deliverables are due September 30 2022.

### **Task 1. Site-Specific Design Response for Two Assigned Challenge Sites**

The Design Team(s) selected for the Sea2City Design Challenge will be asked to provide a comprehensive design package for the two challenge sites assigned to them and their conceptual scenarios for the False Creek "Ribbon". The design package will be in accessible format that can be shared and understood by members of the public, City staff, and decision-makers. This package will include the following:

1. Illustrative site analyses of both sites suitable for presentation to the public and project partners.
2. A total of six exploratory concepts that broadly illustrate each adaptation scenario (resist, accommodate, move/avoid) for both assigned Sea2City challenge sites. Each should include a plan view and a least one section view with a brief description of the scenario. These initial concept explorations will be presented at the second Collaboratorium and inform the development of a more refined, "preferred" concept design for the sites.
3. A preferred conceptual site design (i.e., ~10% conceptual design) for each of the two challenge sites. Designs should show key features and characteristics of the proposed flood management structure(s) or approach(es) such as the circulation system, path hierarchy, locations of key features like internal drainage systems, green infrastructure components, buildings or other structures, areas of planting and areas of hardscape, spot elevations or contours indicating slope, etc. The design responses should include, but are not limited to, the following:
  - a. A concept plan view of proposed coastal flood management structure(s) or approach(es) the Design Team propose for both sites;
  - b. Cross-sections of the coastal flood management structure(s) or approach(es) proposed for both sites;
  - c. Annotated perspective renderings of the proposed coastal flood management structure(s) or approach(es) for both sites;
  - d. An illustrated description of how the proposed coastal flood management structure(s) or approach(es) for both sites responds to findings from the False Creek Coastal Adaptation Plan (i.e., community values, planning principles, design principles and supporting design attributes); and
  - e. Suggested phasing approaches and/or diagrams

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

The final versions of A-E are due September 30, 2022. All design products should be provided in digital format.

**Task 2. Annotated Diagrams of the False Creek “Ribbon”**

Annotated diagrams illustrating conceptual scenarios for the False Creek "Ribbon". Each team will be assigned a portion of the Ribbon, i.e. south or north shore of False Creek. The Ribbon demarcates a potential right-of-way from the East Basin along the north and south shores of False Creek where future flood protection measures could be implemented.

Three high-level concepts for continuous flood management around the entirety of False Creek will be developed. Each map will explore how a management approach could be applied to the area. The three flood management scenarios to be explored will be: (1) protect/resist; (2) adapt/accommodate; and (3) move/avoid.

The final set of annotated diagrams is due September 30, 2022.

**Task 3. Challenge Site and Ribbon Conceptual Design Package**

Produce a project summary package that includes an overview of project materials (see subtasks below) in an accessible format that can be shared and understood by members of the public, City staff and decision-makers for the assigned Challenge Sites and Ribbon. In addition to presenting project materials, the summary document must integrate the following content. The final design concept package is due September 30, 2022.

**Task 3A - Technical Design Overview**

Provide an overview of technical design considerations that describe how considerations and constraints identified by the City Advisory Team and Technical Advisory Group (i.e., seismic, geotechnical, civil, internal drainage) were incorporated into site design concepts and their team’s proposed Ribbon alignment. Include assumptions and identify unknowns. Technical considerations requiring additional study and clarification should be noted and prioritized.

**Task 3B - High-Level Cost Estimate**

High-level cost considerations (i.e., Class 5, -50% to +100% accuracy) for the development of the preferred conceptual site designs for the two challenge sites. Cost considerations will be comprised of project elements and based on experience with comparable international and local projects (e.g., East Fraser Lands, North East False Creek, Plaza of Nations, East Park, etc.) using historic rates or existing databases, and developed with input from the City Advisory Team and Technical Advisory Group.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

Mandatory costing elements include:

- Core flood protection works;
- Full range of landscape (hardscape and soft scape);
- Internal drainage; and
- Other structures.

Other components that may be part of the design, but are not required to be costed:

- Land acquisition;
- Seismic performance improvement works; and
- Contaminated site remediation.

### **Task 3C - Adaptive Design Overview**

Provide an overview of the assigned Challenge Sites that review and elaborate on the adaptability of the preferred conceptual designs for the two challenge sites for sea level rise scenarios of 1.40 m and 2.0 m for future scenarios post 2100.

### **Task 3D - Design and/or Planning Considerations**

Design and/or planning considerations for the City team to consider in the next phases of the flood management planning for the preferred conceptual site designs for the two challenge sites.

### **Task 4 - East of Cambie Design Charrette**

Participate in a collaborative, joint one-day design charrette for the fifth Challenge Site, East of Cambie. This will be a full day and will include a public “breakfast event, a lunch time session, and an early evening closing session. The design charrette will have Design Teams working in mixed groups to develop three preliminary scenarios in situ for the site (protect/resist; adapt/accommodate; avoid) and fourth, more refined scenario highlighting the charrette teams suggested scenarios for the site. Drawings, concepts and ideas will be photographed.

- a. The charrette will be facilitated a third party; and
- b. Participate in a final, public wrap-up event and celebration to be linked to the joint design charrette for the East of Cambie Challenge Site.

### **Task 5. Participate in the Sea2City Program**

Design Teams will participate in the Sea2City Program via attending a variety of online and in-person (“post-COVID”) events, workshops and meetings. The Design Teams will not plan, coordinate or facilitate public engagement.

In Phase 1 of the Sea2City Design Challenge, Design Teams go through an onboarding and priming session with the City and Advisory Groups. Next, they will focus on unlearning and learning about the project area via attending decolonizing and Indigenous workshops. There will be a series of online public events where the general

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

public will “meet” the Design Teams and hear about early adaptation ideas from the Design Teams.

In Phase 2, Design Teams will present three draft design concepts to the Advisory Groups and the public. In Phase 3, Design Teams will present one to two draft design concepts to the Advisory Groups and the public. Design Teams will also participate in closing public events. After the final round of public engagement in July 2022, Design Teams will complete the final versions of their design concepts and other deliverables by September 30, 2022.

## **5.2 Expected Outcomes**

- Enhanced understanding of False Creek and its connection to Musqueam, Squamish and Tsleil-Waututh amongst the City of Vancouver, public and industry professionals;
- New adaptation to sea level rise and coastal flooding ideas, practices, languages and relationships amongst stakeholders, regulators, practitioners and government bodies;
- A vision for the shoreline of False Creek that will be comprised of:
  - Conceptual site-specific flood management designs for four of the Challenge Sites (two per team) in False Creek;
  - Two diagrams illustrating a proposed alignment for the False Creek “Ribbon” - a potential alignment from False Creek’s East Basin along the north and south shores of False Creek where future flood protection structures could be developed; and
  - Increased social capital for and understanding of False Creek and adaptation concepts the City may invest in. This will be a product of public engagement with community groups, including the Community Advisory Group.
- Conceptual designs for the shoreline of the East of Cambie site in False Creek;
- Greater understanding of flood risk, vulnerability and consequence in False Creek from the public and City of Vancouver;
- Greater understanding of logistics, costs and next steps for the City of Vancouver to take with respect to planning for adaptation to sea level rise and coastal flooding; and
- Participation in an exciting, interesting and inclusive engagement and communications plan that supports Sea2City’s goals.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

---

**5.3 Out of Scope**

- Coastal adaptation designs for North East False Creek, Science World, East Park, Senakw, and Granville Island;
- Creation of a project engagement and communications plan;
- Implementation of flood management designs;
- Seismic performance assessment and improvement design; and
- Hydrologic/hydraulic modelling.

**6.0 City Provided**

Upon award, the City will provide to the selected Design Teams, the following:

- Public engagement and communications program:
  - This will be crafted by the Engagement and Communications Team.
- Previous engagement reports and outputs:
  - Fraser River Coastal Adaptation Strategy;
  - False Creek Coastal Adaptation Strategy; and
  - Please see “Background Information” in “Rise to the Challenge: Sea2City Design Challenge”
- “Challenge Site” technical information such as a map atlas and the City’s Flood Protection Engineering Performance Criteria for North East False Creek and City Wide.
- Sea2City branding, draft website, key messages, various graphics.
- Access to City personnel.

**7.0 Deliverables**

Task Number	Deliverable	Deadline
Task 1	Site-Specific Conceptual Designs for assigned Sea2City Challenge Sites	Sept 30, 2022
Task 2	Annotated Diagrams illustrating Conceptual Scenarios for the False Creek "Ribbon"	Sept 30, 2022

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

Task 3	Challenge Site and Ribbon Conceptual Design Package	Sept 30, 2022
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## 8.0 Schedule

Sea2City Round 1 - Priming & Learning	Sea2City Round 2 - Ideas	Sea2City Round 3 - Refine Ideas
September/October 2021	March/April 2022	June/July 2022
Team welcome & onboarding session	Indigenous Perspectives and Decolonization Workshop 2 (online/in-person)	Indigenous Perspectives and Decolonization Workshop 3 (online/in-person)
Indigenous Perspectives and Decolonization Workshop 1 (online)	Collaboratorium 2 (online/in-person)	Collaboratorium 3 (online/in-person)
Collaboratorium 1 - onboarding with City Advisory Team and Technical Advisory Group (online)	Community Advisory Group session 2 (online/in-person)	Community Advisory Group session 3 (online/in-person)
Community Advisory Group session 1 (online)	Public Events (online/in-person)	East of Cambie Design Charrette (in-person)
Public Events (online/distanced)		Public Events (online/in-person)

## 9.0 Attachments:

- “Rise to the Challenge: Sea2City Design Challenge” document
  - This document provides a written overview of the Sea2City Design Challenge and the Design Team’s role.
  - Maps and photographs of the project area, Challenge Sites and floodplain are provided in this document.  
<https://Vancouver.ca/sea2city>

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART B - CITY REQUIREMENTS**

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- Decolonization and Indigenous references as recommended by Ta7taliya Michelle Nahanee, founder and CEO of Nahanee Creative Inc., a Squamish-owned company operating on the unceded shared territory of the xwməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətaʔt (Tseil-Waututh) also known as Vancouver, BC. <https://decolonizeeverything.org/>.
  - Indigenous Ally Toolkit, content and research by Dakota Swiftwolfe. [http://reseamtlnetwork.com/wp-content/uploads/2019/04/Ally\\_March.pdf](http://reseamtlnetwork.com/wp-content/uploads/2019/04/Ally_March.pdf)
  - What is Decolonization? What is Indigenization? by Robin Attas, Ph.D with support from Ian Fanning (Algonquin-Settler), Laura Maracle (label-resister and mixed-race woman consciously living in Haudenosaunee tradition at Tyendinaga Mohawk Territory), Tim Yearington (Algonquin-Métis), and various Indigenous and non-Indigenous members of the Indigenous Knowledge, Curriculum, and Research Working Group of the Aboriginal Council of Queen’s University. <https://www.queensu.ca/ctl/teaching-support/decolonizing-and-indigenizing/what-decolonizationindigenization>
  - Pulling Together: A Guide for Curriculum Developers by Asma-na-hi Antoine, Rachel Mason, Roberta Mason, Sophia Palahicky, and Carmen Rodriguez de France. <https://opentextbc.ca/indigenizationcurriculumdevelopers/chapter/indigenization-decolonization-and-reconciliation/>

## **10.0 Estimated Budget**

While there is no travel is anticipated for the first round of advisory sessions and engagement events due to the unfolding nature of the COVID pandemic and associated travel restrictions, the City does anticipate some project team travel for the second and third round of advisory sessions and engagement events.

As per Section 2.4 - Sea2CityDesign Sites, there are four (4) Sea2City challenge sites divided between the north shore of False Creek and the south shore. The successful Design Teams will be assigned two challenge sites to focus on during the course of Sea2City Challenge. The estimated budget allocated for each of two challenge sites is between \$175,000 and \$225,000 respectively.

REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL

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**PART C - FORM OF PROPOSAL**

RFP No. PS20210505, Design Teams for Sea2City Design Challenge (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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

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**APPENDICES**

The Form of Proposal includes the following attached Appendices:

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

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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. PS20210505, as amended from time to time and including all addenda.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

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

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

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

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**5.4 Acceptance or Rejection of Proposals**

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

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

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

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

- (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.

## **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.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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 "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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

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.
- (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.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 2  
QUESTIONNAIRE**

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

**A. Executive Summary**

In the space below, provide an outline of your understanding of the goals of the Sea2City Design Challenge within the local context. This statement should outline your understanding and general approach to climate adaptation and resiliency in the context of design challenges. Please include a brief summary of your Proposal, including scope, vision, purpose, partners, values and timing. Limit the text to a maximum of 1,000 words (use of illustrations and other graphic materials is encouraged).

**B. Proponent Overview**

i) In the space below, provide a description of the Proponent's company, and include its ownership structure, the number of years in business and include company profiles for any sub-consultants.

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

ii) Provide a summary of up to five (5) successful projects that illustrate why your team will be successful in achieving the desired outcomes of this work. For each project provide a brief description of the project, total fees, year completed, location and client. Suggested areas of focus:

- a. Resolution of complex planning and design problems.
- b. Landscape designs and problem solving that address ecological restoration, coastal adaptation and/or climate resiliency.
- c. Engagement processes for large projects, complex stakeholder environments, and/or sensitive issues.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

ii) Proponents that are submitting a multi-firm bid, please demonstrate in detail how you will work together or have worked together in the past. Describe any challenges and how they were overcome. Include any processes or work methodologies you intend to use.

**C. Key Personnel**

i) Provide a complete organization chart for the project, identifying the project manager/partners and outline all roles and areas of responsibility including for all key personnel and sub-consultants and percent time availability. The City is interested to know the relevance of each proposed team member, including their knowledge, professional qualification and relevant experience to complete and deliver on the key tasks within the timelines outlined.

It is expected that teams will be led by qualified and experienced landscape architect, urban designer, urban planner, engineer, or architect. The City encourages teams to include other relevant specialists. Teams should possess experience in successfully handling inclusive and complex design and planning processes, including experience in environmental planning, climate adaptation, designing for universal accessibility, ecological regeneration, social inclusivity, coastal planning, and livability in urban spaces. Teams must also demonstrate in-depth understanding of climate change adaptation and approaches to achieving resilience.

Please refer to Section 3 for a fulsome description of team composition and experience.

ii) Also attach to this Form of Proposal as an additional Appendix, CVs for each team member that details the experiences which are relevant to the scope of work, including the level of seniority for each task or project undertaken. As a team include up to five (5) relevant and successfully completed projects with a brief description of the project, total fees, year completed, location and client. Selected examples should consider the expertise selection criteria and demonstrate experience with one or more of the following:

- a. Resolution of complex planning and design problems.
- b. Landscape designs and problem solving that address ecological restoration, coastal adaptation and/or climate resiliency.
- c. Engagement processes for large projects, complex stakeholder environments, and/or sensitive issues.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

iii) Proponents that are submitting a multi-firm bid or by identifying sub-consultants are to demonstrate past collaborations on how the key personnel will work with one another and detail their project experience that shows they were a part of a previous joint project. Describe how the project will be managed and how the team will communicate and work together. Describe any challenges and how they were overcome/mitigated.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**D. Sea2City Design Challenge**

i. Decolonization & Indigenous Perspectives:

- What does decolonization mean to the team?
- Why does decolonization matter to the team?

ii.) Outline how you propose working within and supporting the City of Vancouver’s Climate Emergency Action Plan, e.g. managing your team’s carbon footprint as a participant in the Sea2City Design Challenge. Limit the text to a maximum of 1,000 words.

**E. Work Plan**

i) In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled “Work Plan”), provide a work plan that details and demonstrates your approach and methodology, including the description of the services proposed. In your description provide sufficient level of detail, e.g. Project Tasks and sub-tasks, that demonstrates how each Deliverable will be completed. As part of your work plan comment on the feasibility of meeting the City’s objectives and Requirements, e.g. work tasks and deliverables.

Outline methods by which the Proponent proposes to undertake the work including methods to control the scope, quality, schedule and cost of the project. The Proponent’s work plan should make reference to the Scope of Work as appropriate. The Proponent should state a clear and thorough description of all assumptions made for the completion of the Work. These include but are not limited to a listing of all services the Consultant would require from the City throughout the term of the Project.

ii) Articulate how community engagement outputs from previous stages (i.e., public accountability, evaluation) will be integrated into the Proponents methodology.

iii) Identify opportunities for the City to enrich public engagement outlined in the Challenge overview. The City is particularly interested in including equity-seeking

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

groups and youth. Indigenous engagement with Musqueam, Squamish, and Tsleil-Waututh will be managed separately by the City.

iv) The Proponent should provide a project schedule/timeline (Gantt Chart) to ensure that the Deliverables Schedule is completed on time, outlining key milestones for completion of each task and sub-task and each deliverable as well as all dates of meetings, workshops or consultations. The Proponent should make reference to the Requirements as appropriate.

v) The Proponent should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.

**F. Innovation, Alternative Solutions/Value Add**

Notwithstanding any other provisions hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and Requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's Requirements. Proponents should articulate any pricing impact of the alternative solution(s) provided. If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

**REQUEST FOR PROPOSALS NO. PS20210505  
 DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
 PART C - FORM OF PROPOSAL**

---

**G. Supplier Diversity**

**i. SUPPLIER DIVERSITY**

In the space below, indicate the vendor’s company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

Majority owned/controlled/ by:	Social / Environmental Certifications
<input type="checkbox"/> Women	<input type="checkbox"/> BCorp
<input type="checkbox"/> Indigenous Peoples	<input type="checkbox"/> BuySocial
<input type="checkbox"/> Non-Profit/Charity (Social Enterprise)	<input type="checkbox"/> Supplier Diversity Certification
<input type="checkbox"/> Coop	<input type="checkbox"/> Fairtrade
<input type="checkbox"/> Community Contribution Corporation (3C/CCC)	<input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)
<input type="checkbox"/> Ethno-cultural Persons	<input type="checkbox"/> Other: please indicate
<input type="checkbox"/> People with Disabilities	
<input type="checkbox"/> LGBTQ2+	
<input type="checkbox"/> Other: please indicate	

**ii. EMPLOYMENT EQUITY & WORKFORCE DIVERSITY**

**EMPLOYMENT EQUITY**

- Do you have a workforce diversity and/or employment equity and/or inclusion policy or program? Y/N
- If yes, please describe.
- Describe how you measure employment equity and workforce diversity?

**REQUEST FOR PROPOSALS NO. PS20210505  
 DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
 PART C - FORM OF PROPOSAL**

---

iii. Do you 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, youth, youth at risk, older workers, survivors of violence, abuse, mental health and/or homelessness)? Y/N

a. If yes, please describe

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

iv. Do you provide employment training and development?

a. If yes, please describe

Please note that questions vi and v questions below are optional and will not form part of the evaluation. Proponents' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions.

**vi. WORKFORCE DIVERSITY**

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 non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities,

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><b><u>Overall Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><b><u>Leadership/Management/Executive Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>
--	--

- Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N
  - a. If yes, please provide more information

**v. Sub-Contractors (if applicable)**

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of contract	Name of the Businesses being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

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LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop; Bcorp			
Other			

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

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**APPENDIX 3  
COMMERCIAL PROPOSAL**

- a. Proponents to complete Appendix 3 - Commercial Proposal - Table 1 - Detailed Breakdown of Proposed Fees for Service and Table 2 - Schedule of Labour Rates in the form set out in the Excel Spreadsheet as described below.
- b. Pricing shall only be included in Appendix 3.
- c. Proponent to provide fixed 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).
- d. All prices quoted are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- e. When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.
- f. Table 1: Refer to Excel Spreadsheet “Appendix 3 - Commercial Pricing”: Tab #1 - Fees for 2 Sites  
  
Table 2: Refer to Excel Spreadsheet “Appendix 3 - Commercial Pricing”: Tab 2 - Labour Rates,- Schedule of Labour Rates.

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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 Contract</b>	
<b>Brief Description of Work and Date Performed (including scope, challenges and outcomes)</b>	
<b>Project Value of Work</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>	

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

<b>Length of Contract</b>	
<b>Brief Description of Work and Date Performed (including scope, challenges and outcomes)</b>	
<b>Project Value of Work</b>	

<b>Client Name # 3</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Contract</b>	
<b>Brief Description of Work and Date Performed (including scope, challenges and outcomes)</b>	
<b>Project Value of Work</b>	

REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL

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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.)

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 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 policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:** \_\_\_\_\_

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.  
**(All Risks Coverage including Earthquake and Flood)**
- |   |   |
|---|---|
| <b>INSURER:</b> _____<br>Improvements: _____ \$<br><b>TYPE OF COVERAGE:</b> _____<br><b>POLICY NUMBER:</b> _____<br><b>POLICY PERIOD:</b> From _____ to _____ | <b>INSURED VALUES: (Replacement Cost)</b><br>Building _____ and Tenants' _____<br>Contents and Equipment: \$ _____<br>Deductible Per Loss: \$ _____ |
|---|---|

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

<input checked="" type="checkbox"/> <b>Personal Injury</b> <input checked="" type="checkbox"/> <b>Products and Completed Operations</b> <input checked="" type="checkbox"/> <b>Cross Liability or Severability of Interest</b> <input checked="" type="checkbox"/> <b>Employees as Additional Insureds</b> <input checked="" type="checkbox"/> <b>Blanket Contractual Liability</b> <input checked="" type="checkbox"/> <b>Non-Owned Auto Liability</b> <b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ Occurrence: _____ \$ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible _____ Per _____
---	---

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
- |   |   |
|---|---|
| <b>INSURER:</b> _____<br><b>POLICY NUMBER:</b> _____<br><b>POLICY PERIOD:</b> From _____ to _____ | <b>LIMITS OF LIABILITY:</b><br>Combined Single Limit: \$ _____<br><i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |
|---|---|

6.  **UMBRELLA OR EXCESS LIABILITY INSURANCE**
- |   |  |
|---|--|
| <b>INSURER:</b> _____<br><b>POLICY NUMBER:</b> _____<br><b>POLICY PERIOD:</b> From _____ to _____ | <b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b><br>Per Occurrence: \$ _____<br>Aggregate: \$ _____<br>Self-Insured Retention: \$ _____ |
|---|--|

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
- \_\_\_\_\_

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
  - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
  - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

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

Dated: \_\_\_\_\_

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

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## PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion  
 Section 2, 3 & 4– 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 as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

### 3. PROFESSIONAL LIABILITY INSURANCE

		LIMITS OF LIABILITY:	
INSURER: _____		Per occurrence/claim:	\$ _____
POLICY NUMBER: _____		Aggregate:	\$ _____
POLICY PERIOD: From _____ to _____		Deductible per occurrence/claim:	\$ _____
<i>If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:</i>			_____

### 4. POLICY PROVISIONS:

*Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated: \_\_\_\_\_

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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*).

<b>Section of SCC / title of law</b>	<b>Date of violation /conviction</b>	<b>Description of violation / conviction</b>	<b>Regulatory / adjudication body and document file number</b>	<b>Corrective action plan</b>

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: \_\_\_\_\_

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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 #PS20210505**

**Title: Design Teams for Sea2City Design Challenge**

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

\_\_\_\_\_ (Print

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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	1. Project Name:	
	Client:	

**REQUEST FOR PROPOSALS NO. PS20210505  
 DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
 PART C - FORM OF PROPOSAL**

---

similar projects within the last five years, including the client)	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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.

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

**REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL**

---

**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)	

REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE  
PART C - FORM OF PROPOSAL

---

APPENDIX 11  
*PROOF OF WORKSAFEBBC REGISTRATION*

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

REQUEST FOR PROPOSALS NO. PS20210505  
DESIGN TEAMS FOR SEA2CITY DESIGN CHALLENGE

PART D- FORM OF AGREEMENT

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PART D  
FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

FOR

Design Teams for Sea2City Design Challenge

BETWEEN

CITY OF VANCOUVER

AND

XXXX

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

BETWEEN:

**CITY OF VANCOUVER**

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

(the “City”)

OF THE FIRST PART

AND:

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

(the “Consultant”)

OF THE SECOND PART

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

**BACKGROUND:**

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

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

**1.0 INTERPRETATION**

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

- (a) “Agreement” means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;

- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (j) **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **“RFP”** means Request for Proposal PS20210505 Design Teams for Sea2City Design Challenge together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **“Services”** has the meaning set out in Section 2. 1;
- (m) **“Sub-contractor”** has the meaning set out in Section 4.1; and
- (n) **“Term”** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between

or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices 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 the RFP;
  - (b) the services which the Consultant proposed to provide in the Proposal; and
  - (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.
- 2.2 The Consultant will be fully responsible for:
- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the "**Project Team**") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

**3.0 PROJECT TEAM**

- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

**4.0 SUB-CONTRACTORS**

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a “**Sub-contractor**”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

**5.0 BASIS OF PAYMENT TO THE CONSULTANT**

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.

- 5.2 The fees for the Services are described in this Section 5.0 and in Appendix xx of this Agreement. Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed \$[insert amount].
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the “Fixed Disbursement Amount”).
- 5.6 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “Maximum Fees and Disbursements”) will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder.
- 5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.]
- 5.9 The Consultant will, by the 25<sup>th</sup> day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its

final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). The invoice must contain:

- (a) the Consultant's name, address and telephone number;
  - (b) the City purchase order number;
  - (c) the name of the City's Project Manager;
  - (d) the invoice number and date;
  - (e) details of any applicable taxes (with each tax shown separately); and
  - (f) tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.
- 5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES**
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Appendix xx of this Agreement.

## 7.0 RELEASE AND INDEMNIFICATION

7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.

7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

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

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

## 8.0 INSURANCE

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

## 9.0 WORKSAFEBC

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

Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

#### 10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

#### 11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

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

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

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

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

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

## 12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire in fourteen (14) months or on the completion of the Services, which Services must be completed by **[insert date]** (the "Term"). The term may be extended by one year, upon mutual consent by the City and the Consultant.

## 13.0 TERMINATION

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

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed one thousand dollars (\$1,000.00) (including all taxes).

## 14.0 ASSIGNMENT

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

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

## 15.0 CONFIDENTIALITY

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

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

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

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

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

#### 16.0 NO PROMOTION OF RELATIONSHIP

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

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

#### 17.0 DELIVERABLES

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

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

(collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and

- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
  - (b) immediately on the date of expiration or sooner termination of this Agreement; or
  - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City’s written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and

- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

## 18.0 NOTICES

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

## 19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

**20.0 NON-RESIDENT WITHHOLDING TAX**

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

**21.0 COMPLIANCE WITH LAW**

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

**22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES**

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

**23.0 INDEPENDENT CONSULTANT**

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

**24.0 INDEPENDENT LEGAL ADVICE**

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

**25.0 TIME FOR PERFORMANCE**

- 25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform

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

## 26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants,

covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

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

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

**CITY OF VANCOUVER**

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

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

**[NAME OF CONSULTANT]**

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

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

**APPENDIX A - INSURANCE REQUIREMENTS**

- A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:
- (a) a professional (errors and omissions) liability insurance policy with limits of not less than two million (\$2,000,000) per claim and not less than five million (\$5,000,000) in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
  - (b) Commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence \$2,000,000 in aggregate and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Consultant and the Consultant's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, and product liability, 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:
    - (i) include a cross-liability or severability of interest clause in favour of the City;
    - (ii) include blanket contractual liability coverage;
    - (iii) include contingent employer's liability coverage;
    - (iv) include non-owned auto liability coverage; and
    - (v) name the City and the City's officials, employees and agents as additional insureds.
  - (c) Automobile liability insurance on all licensed vehicle owned or leased to the Consultant with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Consultant, its agents or employees.
  - (d) All-risk contractor's equipment or property insurance covering all property or equipment owned or rented by the Consultant and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement. This insurance must include a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

### 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 or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

### A1.3 Insurance Certificate

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

### A1.4 Sub-Contractors' Insurance

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

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

The Consultant and each of its Sub-contractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent consultant, engineer, architect, or other professional would require to protect their performance of services similar to the Services outlined.

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

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

APPENDIX B - PROPOSAL

APPENDIX C - RFP