



REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS

JERICO PIER AND KERR ST PIER

RFP No. PS20200346

Issue Date: July 31, 2020

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

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SUMMARY

The purpose of this RFP is to hire a Consultant(s) with the expertise to efficiently and cost-effectively provide inspection, repair design, permitting, tendering, and construction services and optional studies for the Jericho Pier and Kerr St Pier, as per the requirements and specifications set out herein.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	12:00pm on Friday, August 14, 2020
Closing Time	3:00pm on Tuesday, August 25, 2020

- 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:

Jason Lo, Contracting Specialist
jason.lo@vancouver.ca

- 3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.
- 3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").
- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:
- Subject of the file to be: PS# - Title - Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary

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- Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a one (1) year period with possible extensions at the City’s discretion.
- 7.0 **PRICING**

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- 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. NOTE: Where services are subject to PST, considering revising so that prices are inclusive of PST by exclusive of all other applicable sales taxes.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 8.0 **EVALUATION OF PROPOSALS**
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also service, innovativeness, environmental or social impacts or benefits and other criteria including, but not limited to Proponents':
- (a) Business reputation and capacity, proven skills, knowledge and experience in delivering similar services including experience(s) with the City (if any);
 - (b) Ability to meet the Requirements and/or provide the services (as defined in Part B), or ability to otherwise satisfy the City's objectives and requirements;
 - (c) Proposed streamlined order process, services and delivery capabilities, including but not limited to delivery lead-time, dedicated resource on account management and contract management, and transition process, if applicable;
 - (d) Product and service quality assurance program and satisfaction of City's specification and/or current industry standards, including warranty coverage;
 - (e) Financial offering, including, but not limited to, prices, value-added services, transition costs and discounts;
 - (f) Offer an innovative solution for the requirement;
 - (g) Ability to support the City's sustainability initiatives;
 - (h) Ability to meet the City's insurance requirements; and
 - (i) Any other criteria set out in the RFP or otherwise reasonably considered relevant.

Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	60%
Financial	35%
Sustainability (Environmental and/or Social)	5%

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Total	100%
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- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the 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 product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk

of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER - INTENTIONALLY DELETED

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

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

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

PART B – CITY REQUIREMENTS

1.0 CITY REQUIREMENTS

- 1.1 The City has the following objectives and requirements as set out in Annex 1 (together, the “Requirements”):
- 1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined during the course of the evaluation of Proposals or otherwise.

ANNEX 1: City Requirements

Jericho and Kerr St Piers - Inspections and Repairs

1 Introduction

Jericho Beach Park Pier, also known as Discovery Pier, is a wooden pier located within Jericho Beach Park at the north end of Discovery Street. Historic photographs indicate that a pier structure has existed at this location at least since 1942. The current structure was constructed in 1977 through a refurbishment of the existing piles and structure which explains the unusual deck shape. The existing pier is composed of a wood structure on creosote-infused piles which connects to the shore through a rubble mound embankment. The pier includes a timber breakwater structure along its west edge that shelters the Jericho Sailing Centre from wave action along the Locarno and Jericho Beaches.

Kerr Street Pier is a 110 meter long timber wharf structure which was constructed in 1994. The structure is supported by approximately 440 timber piles and protected by log booms and dolphins around the perimeter. Kerr St Pier is located at the south end of Kerr Street and forms part of the Riverfront Park walk. It provides a terminus to Kerr Street and water access for park visitors and residents of the nearby River District.

1.1 Project Overview

The Vancouver Park Board is interested in hiring a Proponent specializing in marine structural engineering to provide inspection, design, and asset management services for Jericho and Kerr Street Piers.

The successful Proponent team will:

- conduct above, and below water inspections of the marine structures;
- prepare an asset inventory for each pier;
- produce cost estimates for the repair work based on priority;
- develop detailed repair drawings and specifications;
- assist with tender preparation;
- provide technical support during tender;
- provide contract administration and construction services.

The successful Proponent may be awarded the following optional scopes of work:

- Climate change adaptation study for Kerr St Pier
- Value engineering study for the Jericho Pier replacement project

2 Project Background

2.1 Jericho Pier

In 2005, the Park Board engaged Westmar Consultants to conduct a detailed inspection of Jericho Pier and provide a report on the overall condition of the structure. The inspection included a visual survey of above and below water members as well as non-destructive testing of all the piles and pile caps and representative sampling of the stringers. Based on the inspection and testing, the report provided an estimate on the residual service life of the components as well as recommendations for repairs and long term maintenance of the structure.

In 2012, WorleyParsons was engaged to inspect the pier and provide an updated condition assessment and asset management plan for the structure. The report indicated that the pier had reached end of its service life and a comprehensive rehabilitation or complete replacement is needed. The report also included a list of repairs to be completed in the short term. In late 2012, the pier sustained some damage due to a windstorm. As a result, some of the repairs for the breakwater, piles, pile caps and stringers identified in the report had to be expedited and were completed in 2013.

Given its age, condition, and exposure, Jericho Pier has required significant ongoing maintenance. In addition, this location experiences great tidal fluctuations, especially in the winter months, which coupled with storm surges and king tides can result in periodic inundation and closure of the pier. That is why, in 2017, the Park Board, in partnership with the Disabled Sailing Association (DSA), engaged Moffatt & Nichol to develop a conceptual design for the renewal of Jericho Pier which will include addition of an accessible floating dock for DSA's programs. The Park Board and DSA are working on fundraising for the construction of the new pier and dock facility. While this effort is underway, the Park Board continues to maintain the structure to allow safe access to the pier for all residents.

2.2 Kerr Street Pier

Since construction, Kerr Street Pier has been regularly inspected and maintained by Park Board staff. This work includes replacement of weathered decking and railings as well as visual assessment of the substructure. In 2010, the structure suffered minor structural damage during a windstorm which required replacement of 4 piles and several bracing members.

The structure was also inspected and assessed by Associated Engineering in 2016 as part of Park Board's Bridge & Marine Structure Inspection & Assessment program.

3 Scope of Work

3.1 Condition Assessment

The purpose of the detailed inspection program is to document the current condition of each pier, compare with previous inspections, identify and quantify any observed defects, provide updated inspection reports as well as updated maintenance, repair and replacement recommendations. Non-destructive tests to include representative

sample drilling of timber members for cross sectional loss or probing with an awl to determine depth and extent of deterioration. The Proponent shall use the Degree, Relevancy, and Urgency rating (DRU rating) inspection criteria as well as legacy rating system used in previous inspections to allow for comparisons. A guide on the DRU rating system and standard structural inspection forms are included for reference. The standard inspection forms will be provided to the successful proponent in an excel format.

This information should be summarized in a Detailed Inspection Report for each pier based on the timeline provided in Section 4. The reports are to be used by the Park Board to help develop near and long-term capital maintenance programs for these structures.

The contents of each report shall contain, but is not be limited to, the following:

- description of the structure with plan and section views;
- summary of previous inspection reports and documents referenced during the detailed inspection;
- inspection dates, and names of all inspection personnel;
- description of methodology used for assessment including analysis, measurements, non-destructive testing (NDT), rating system, service life calculation, repair/replacement valuation, etc.
- estimate of the asset's remaining service life;
- results of an accessibility review of the structure for the mobility impaired;
- deck load rating for each pier based on its current condition, and updated load ratings once repairs are complete;
- identification of defects, including photographs of each defect and plan drawing showing the location of the defects;
- assessment and characterization of the defects in terms of degree, relevancy and urgency (DRU) and reasons for damage/failure mechanisms;
- recommendations for repair or maintenance (based on costs and DRU rating);
- recommended repair/maintenance work shall be summarized in a list or table format, and coordinated with the (optional) Jericho pier replacement work;
- high level repair and/or replacement costs for the recommended work. Cost estimates shall include consulting services and construction work, and outline all assumptions made.

Deliverables

- Detailed inspection report
- Digital copy of recommended repair/maintenance list
- Digital copies of photos, plans, surveys and other data generated for the inspection (spatial data must be provided in CAD and ESRI file geodatabase or Geopackage format using NAD83 / UTM Zone 10N coordinate system)

3.2 Asset Management: Data Capture & Management

The Park Board has been developing asset registries for all of the assets and features in parks under its jurisdiction. The purpose of the asset inventory is to capture the

location/extent as well as critical attributes/information about each asset class to better plan and manage the entire lifecycle of these assets. The information collected is stored in a Geographic Information Systems (GIS) based database to allow further analysis and updates. Consequently, the Proponent shall assist the Park Board to establish a comprehensive asset inventory for the two piers.

The information may be collected through a combination of approaches, including but not limited to, desktop review of background information (including reports, drawings, aerial and historic photographs), field data collection and surveys, and UAV-based imagery/LiDAR data acquisition. All imagery and scan data collected during the project shall be included in the data package.

Upon completion of the inventory, the Proponent shall provide maps/plans that summarize the information collected for distribution within Park Board departments as well as delivering the underlying data in a geospatial format compatible with Park Board's GIS database.

The following sections provide more details about the information that shall be captured for each pier.

3.2.1 Asset Inventory

The Proponent shall provide an inventory of the two piers described in Section 1.0. The asset inventory, at a minimum, shall include the following information about each pier:

- spatial extent (captured as polygons)
- general location (i.e. park name)
- specification and details (material, dimensions, ...) for each of the major components
- overall condition as well as major component details (based on the detailed assessment)
- construction date (if available) and construction history (based on review of available background information)
- remaining service life (established during detailed assessment)
- load rating/capacity of the existing deck and after repairs are completed
- key map, showing the reference grid and major features (should be consistent with the scheme used for detailed inspection)
- representative sections at points along the structure to demonstrate the type of construction
- replacement cost estimate for long term financial planning

Deliverables

- Asset data maps/plans (in PDF format)
- Asset mapping data package (in ESRI file geodatabase or Geopackage format)
- Images, LiDAR data and ROV data

3.3 Detailed Design for Repairs

Upon the completion of the detailed inspections the Proponent shall prepare detailed design drawings and specifications, based on the repair and/or replacement recommendations summarized in the Detailed Inspection Report. The scope of construction works shall be based on the Park Board's available budget as well as the priority (DRU) rating of the recommended repairs.

The Proponent shall prepare 60% Repair Drawings and Specifications to be submitted and reviewed with the Park Board. In developing the repair designs, the Proponent shall consider site specific issues such as constructability, pedestrian/vehicular access, and environmental constraints, etc. The Proponent shall prepare Class C cost estimate and present the 60% drawings, specifications, and the cost estimate in a Concept Design Report.

Upon confirmation of the scope of construction, the Proponent shall prepare 100% design drawings and specifications, for the construction scope of work, incorporating comments received from the Park Board and other stakeholders during design review process. The Proponent shall also update the Class C cost estimate.

The Park Board at its discretion may decide to complete some of the repair works using internal resources. Consequently, the Proponent may be required to identify scope of work which can be completed internally and prepare a separate drawing package for the work.

As part of the detailed design services, the Proponent shall:

- Conduct an assessment and review of permitting requirements;
- Prepare and submit all applicable permits and/or Notice of Works;
- Review and complete the required Environmental Reviews;
- Review and complete the required Archaeological Overview Assessment (AOA) (including any required First Nations heritage permits);
- Obtain all required permits (including any development and building permits).

It is expected that the Proponent will be required to liaise with various government agencies and regulators including Parks Canada, Transport Canada, Canadian Wildlife Service, Department of Fisheries and Oceans, Provincial Archeology Branch, local First Nations organizations, and Port of Metro Vancouver as part of the detailed design services. The Park Board also works closely with a variety of external stakeholder groups like the Jericho Sailing Centre, and local community associations as well as various businesses and operators in the parks.

Deliverables

- 60% Design Drawings, and Specifications
- Environmental Impact Assessment (as required)
- Archaeological Overview Assessment reports (as required)
- 100% Design Drawings, Specifications & Updated Class C Cost Estimates
- Acquisition of all required permits and regulatory approvals for the Work

3.4 Tender Services

The Proponent shall provide assistance in the development of the construction tender scope of work, specifications, schedule of quantities and prices (including design options and separate prices) with the Park Board's Project Manager and Contracting Specialist's input.

During the bid process, the Proponent shall assist in answering questions related to the tender documents and associated amendments, addendums and questions and answers. The Proponent shall also assist in the bid evaluation and provide recommendation for Contractor award.

Deliverables

- Issued for Tender Drawings and Specifications
- Schedule of prices within the Construction Tender

3.5 Construction Services and Contract Administration

The Proponent shall provide the following construction services:

- a) Prepare Issued for Construction documentation, including drawings and specifications, taking into account that the documentation may need to be revised from the Issued for Tender issue to ensure that the project falls within available construction budget; and
- b) Act in the Park Board's best interest to advise and assist the Park Board in its evaluation and negotiations for a guaranteed maximum price construction contract.

Deliverables

- Issued for Construction Drawings and Specifications

The Proponent shall provide the following contract administration services:

- a) Provide contract administration support, including shop drawing review, responding to requests for information, and review of requests for alternates;
- b) Provide field review services;
- c) Provide advice related to the construction contract or permitting requirements;
- d) Provide environmental monitoring services if deemed necessary through the permitting or self-assessment process;
- e) Provide archaeological monitoring services, including coordination with First Nations monitors, if deemed necessary through the permitting and First Nations referrals;
- f) Attend a minimum of one site meeting every week during construction. The Proponent shall lead the site meetings and record all meeting minutes;
- g) Review contractor's monthly progress and issue progress payment certificates;

- h) Assist the Park Board in situations pertaining to claims, disputes, and questions to do with the interpretation of the contract documents raised by the contractor;
- i) Monitor both budget and construction schedule;
- j) Initiate and review Contemplated Change Orders in terms of appropriateness and cost;
- k) Determine substantial performance and prepare and maintain a deficiency list, including the value of the deficiencies; and
- l) Review the contractor's work for total performance and issue a certificate for total performance of the work.

3.6 Construction Close-Out Services

Upon completion of the construction work, the Proponent shall prepare a report that includes all pertinent records pertaining to the design and construction phase of the project. The records may include but not be limited to drawings (ITT, IFC, Record), CCOs, COs, Field reports, shop drawings, invoices, RFIs etc. The Proponent shall also prepare a complete set of Record Drawings.

Deliverables

- Construction summary report
- Provide any associated maintenance manuals or procedures
- Record drawings (in AutoCAD and PDF formats)

3.7 Post Construction and Warranty Review

Throughout the warranty period, the Proponent shall make provision to review warranty related issues and prepare required documentation for any emerging deficiencies. The Proponent shall coordinate a warranty review (walkthrough and documentation) after project completion based on the contract requirements.

3.8 Optional Scope of Work

3.8.1 Kerr St Pier – Climate Change Adaptation Study (Optional)

In 2019, the Vancouver Park Board released a non-motorized watercraft recreation strategic plan called "OnWater" to determine the future of non-motorized watercraft in Vancouver. This strategy included high-level assessment of the sensitivity of facilities and docks to future sea level rise. Additionally, the ability for facilities and structures to adapt to climate change has been identified for future planning purposes. As a result, Park Board would like to hire a Proponent specialized in marine structural engineering to assess the sensitivity of Kerr St Pier for impacts of climate change and provide feasible concept design options to retrofit the structure to mitigate those impacts.

- Research and provide climate change impacts and anticipated sea level rise within the Fraser River during the structure's service life with assumptions and references.
- Review whether current deck elevation is sufficient for future sea level elevation.
- If current structure is inadequate for future sea level rise and climate change impacts provide several conceptual retrofit options in drawing format. As part of the conceptual options development include construction phasing plan to allow for staged construction and to meet budgetary constraints.
- Provide class C cost estimate of retrofit options and include all assumptions.
- Prepare draft report for Park Board's review and feedback.
- Prepare and issue final report which addresses Park Board's questions and comments.

3.8.2 Jericho Pier Renewal – Value Engineering Study (Optional)

The Vancouver Park Board, in partnership with DSA, has recently developed a concept design for the Jericho Pier Renewal project. This project involves replacing the aging pier and providing an accessible floating dock for sailors with disabilities. The development of the concept design involved several stakeholders and public consultation. In 2017, the final concept design plan was presented to the Park Board Commissioners where it received approval. However based on funding constraints, the Park Board is interested in hiring a marine structural Proponent to provide value engineering options based on the recommended concept design. This optional scope of work is listed below.

- Review all relevant reports, memos and drawings.
- Provide construction phasing options based on the recommended conceptual design drawings for review by Park Board.
- Prepare gantt chart for permitting, procurement and construction activities organized by construction phase.
- Conduct risk assessment and cost-benefit analysis for single phase construction compared to multi-phase construction.
- Show all proposed construction phasing options in drawing format.
- Provide Class C cost estimate for single phase construction, compared to multi-phase construction, with breakdown at each phase.

4 Project Timeline

The Proponent shall deliver the services in accordance with the following schedule:

Key Milestones	Dates
Inspections and Reports	Sep. 2020
Drawings and Specifications	Oct. 2020
Permitting and Tendering	Oct. 2020 - Dec. 2020
Tendering	Dec. 2020 - Jan. 2021
Construction	Jan. 2021 - Feb. 2021

Optional Scopes of Work:

Kerr St Pier - Climate Change Adaptation Study

Key Milestones	Dates
Draft report and draft retrofit option drawings	Sep. 2020
Design review meeting	Oct. 2020
Final report and final retrofit option drawings	Nov. 2020

Jericho Pier Replacement - Value Engineering Study

Key Milestones	Dates
Draft report, and draft construction phasing drawings	Sep. 2020
Design review meeting	Oct. 2020
Final report, and final construction phasing drawings	Nov. 2020

5 Reference Documents

The following reference documents will be provided to the successful proponent.

Document Name	Document Date (YYYY/MM/DD)
Jericho Pier Repairs - Plan and Section Drawing (Westmar Consultants)	1992/11/23
Jericho Pier Repairs and Modification - Sketches and Specifications (Westmar Consultants)	1994/04/07
Inspection of Jericho Pier (Westmar Consultants)	2006/10/16
Jericho Pier Asset Management Report	2012/08/09
Jericho Pier Restoration Drawings (Westmar Consultants)	2013/10/10
Jericho Beach Pier Repairs: Project Close-Out Record	2014/05/12
Fraser Lands Riverfront Park - Shoreline Survey and Kerr Street Pier Repair Drawings (Westmar Consultants)	1995/01/02

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CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICO PIER AND KERR ST PIER

PART C - FORM OF PROPOSAL

PART C – FORM OF PROPOSAL

RFP No. PS20200346, Consulting Services for Inspections and Repairs - Jericho Pier and Kerr St Pier (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

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 11 Proof of WorkSafeBC Registration
- APPENDIX 12 Owners List of Non-Workplace Hazards
- APPENDIX 13 Guide for Inspections using the DRU Rating System
- APPENDIX 14 Structural Condition Inspection Form

PART C - FORM OF PROPOSAL

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. PS20200346, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

PART C - FORM OF PROPOSAL

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.

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.

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PART C - FORM OF PROPOSAL

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));
- (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.

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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.

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.

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PART C - FORM OF PROPOSAL

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 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

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- (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.

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APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below or attached to this Form of Proposal as an additional Appendix clearly titled with each section's name.

1.0 Executive Summary

In the space below, provide a brief executive summary of your Proposal.

2.0 Proponent Overview

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes.

3.0 Relevant Experience

In the space below, provide a summary of relevant experience and qualifications in the last 5 years related to inspection and repairs of timber pier structures of comparable size and design. Provide relevant details especially related to timber inspections, detailed repair designs, permitting, tendering, construction services and contract administration, and demonstrated ability to deliver services similar to those required.

4.0 Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the scope of work, and indicating the number of years of experience in the areas directly relating to the scope of works above.

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If appropriate, also attach to this Form of Proposal, as an additional Appendix, CVs and a complete organization chart, identifying all roles and areas of responsibility.

5.0 Work Plan / Scope of Work

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. Describe any assumptions about the Project objectives and scope, and how your Proposal will fulfill the Scope of Work requirements.

6.0 Challenges

In the space below, describe any difficulties or challenges you might anticipate in providing the services and plans to manage these, as well as describe contingency plans if the primary plan is not able to meet the project needs.

7.0 Innovation

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or

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novel approaches to the City's objectives and requirements and may consider value-creating Proposals that deviate from the Scope of Work but meet the primary project objectives. In the space below, note any proposed innovative approaches to meeting the City's requirements.

8.0 Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any impacts on pricing and project timelines of the alternative solution(s) should also be provided.

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7.0 Social Sustainability

7.1 Supplier Diversity

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

In the space below, indicate the 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: <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate 	Social / Diverse Certifications <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> Supplier Diversity Certification Enviro / Other Certifications <ul style="list-style-type: none"> <input type="checkbox"/> BuySocial <input type="checkbox"/> Living Wage <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<input type="checkbox"/> None of the above	<input type="checkbox"/> None of the above

7.3 Workforce Diversity

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

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

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<p><u>Overall Workforce Diversity:</u></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><input type="checkbox"/> None of the above</p>	<p><u>Leadership/Management/Executive Workforce Diversity:</u></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><input type="checkbox"/> None of the above</p>
<p><input type="checkbox"/> <u>Do not track this information</u></p> <p><input type="checkbox"/> <u>Do not want to share this information</u></p>	

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APPENDIX 3

COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

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

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

Prices shall be fixed for the term of the contract.

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APPENDIX 4

PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

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

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

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

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APPENDIX 5

CERTIFICATE OF INSURANCE

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

APPENDIX 5 - 1 EXISTING INSURANCE FORM

(TO BE COMPLETED AND APPENDED TO THE PROPOSAL)

A LETTER WHICH IS UNDERTAKING OF INSURANCE APPENDIX 5 - 2

(TO BE COMPLETED AND APPENDED TO THE PROPOSAL)

(SEE ATTACHED INSURANCE FORMS)



APPENDIX 5 - 1 CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

INSURER _____	Insured Values (Replacement Cost)	-
TYPE OF COVERAGE _____	Building and Tenants' Improvements	\$ _____
POLICY NUMBER _____	Contents and Equipment	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**
Inclusive)

INSURER _____	Limits of Liability (Bodily Injury and Property Damage
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

APPENDIX 5 - 2

UNDERTAKING OF INSURANCE

To: CITY OF VANCOUVER

Re: RFP PS20200346 - CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICO PIER
AND KERR ST PIER

Dear Sirs/Madams:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance"
enclosed with this undertaking and now also do hereby undertake and agree that if

(the "Proponent") is awarded a Contract, we will

insure the Contractor in accordance with the requirements of the Contract, the form of which is
included in the RFP Documents and will form part of the Contract Documents.
Dated at _____, British Columbia, this _____ day of _____ 20_____.

By (name): _____

Title: _____

Signature: _____

Full Corporate Name of Insurer:

The "Certificate of Existing Insurance" provided with the RFP should be completed and signed and enclosed with this Appendix, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE PROPOENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

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*).

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

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

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 #PS20200346

Title: Consulting Services for Inspections and Repairs - Jericho Pier and Kerr St. Pier

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. PS20200346

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

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 similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	

REQUEST FOR PROPOSALS NO. PS20200346

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

PART C - FORM OF PROPOSAL

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

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

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.

Section / General Condition	Proposed Amendment	Rationale and Benefit

CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER

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)	

PROOF OF WORKSAFEBC REGISTRATION

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

APPENDIX 12
OWNERS LIST OF KNOWN WORKPLACE HAZARDS

See attached.

OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Contract Title Consulting Services for Inspections and Repairs -Jericho Pier and Kerr Street Pier

Project Manager (City employee) Jean Tse

Contract Name and No. (if known) PS20200346 - Consulting Services for Inspections and Repairs - Jericho Pier and Kerr Street Pier

PURPOSE

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the existing work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential contractors, so the project can be bid appropriately based on the known worksite hazards.

DEFINITIONS

"Project Manager" means the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

INSTRUCTIONS FOR COMPLETION

The document must be completed in full. Choices for each entry are:

Yes (Y) the known worksite hazard or existing work process hazard does exist

No (N) the known worksite hazard or existing work process hazard does not exist*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA) the worksite hazard or existing work process is not applicable for this contract type

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided to all bidders. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

ASSISTANCE IN COMPLETING THIS DOCUMENT

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).


Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
1. Asbestos-containing Materials. Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services			
(a) Asbestos containing materials (ACM) will be encountered	Y	N	(NA)
(b) A hazardous materials assessment for asbestos is provided in bidding package	Y	N	(NA)
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y	N	(NA)
2. Lead-containing Materials. Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services			
(a) Inorganic lead-containing materials may be encountered	Y	N	(NA)
(b) A hazardous materials assessment for lead is provided in bidding package	Y	N	(NA)
(c) A hazardous materials assessment for lead is the responsibility of the contractor	Y	N	(NA)
3. Other hazardous materials. May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here) _____ _____ _____			
(a) A hazardous materials assessment for ammonia is provided in bidding package	Y	N	(NA)
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in bidding package;	Y	N	(NA)
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y	N	(NA)
4. Confined Spaces. Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:			
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in bidding package;	Y	N	(NA)
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	Y	N	(NA)

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(c) the contractor shall be responsible for isolation and lockout procedures.	Y	N	(NA)
5. Lock Out. Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:			
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	Y	N	(NA)
(b) work will be performed on or near energized equipment, lines, or circuits	Y	N	(NA)
If yes to (a) or (b) describe: _____ _____ _____			
6. Fall Protection. Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services			
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	(Y)	N	NA
(b) Scaffolding or ladders will be required to be secured to a building or structure	Y	(N)	NA
7. Overhead and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting			
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y	N	(NA)
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	Y	N	(NA)
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	Y	N	(NA)
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y	N	(NA)

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor? _____ _____ _____	
8. Construction, Excavation, Shoring and Demolition	
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	Y N (NA)
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y N (NA)
9. Chemicals, Solvents, Fumes, Vapours, And/Or Dusts (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	Y N (NA)
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y N (NA)
If yes to (a), list the work processes and/or chemicals in use: _____ _____ _____	
10. Noise (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	Y N (NA)

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) <u>Creosote treated timber.</u> _____ _____
(b) <u>Hazards related to boat traffic, vehicle traffic, pedestrians and dogs in vicinity .</u> <u>(Consultant to submit site-specific hazard assessment prior for inspection work)</u> _____
(c) <u>Exposure to hypodermic needles.</u> _____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY

Project Manager Name (print): Jean Tse	
Project Manager Signature: 	Date: July 31, 2020
Title: Project Engineer (Structural)	Phone: 604-836-5842

APPENDIX 13
GUIDE FOR INSPECTION USING THE DRU RATING SYSTEM

See attached.

GUIDE FOR INSPECTIONS USING THE DRU RATING SYSTEM

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1. INTRODUCTION

1.1. BACKGROUND AND PURPOSE

The aim of this Guide is to assist bridge inspectors when doing visual assessments of structures. The emphasis of the guide is to provide a benchmark for the rating of the degree (D) and relevancy (R) of various defects in the **DRU** rating system.

Visual assessments can be used for determining:

- Condition and priority indices
- Maintenance and rehabilitation needs
- Priorities at a network level

This guide is intended for inspectors to gain a basic understanding of the DRU rating and its application to defects on structures. It is however only whilst carrying out actual inspections of structures that one gains an appreciation and an understanding of the rating system. When there is doubt on a defect rating the appropriate photos should be taken of the defect and its element for discussion with someone with experience.

2. EVALUATION OF THE CONDITION OF STRUCTURES

2.1. GENERAL

Whatever type of organisational structure is adopted by an inspecting authority, an essential requirement of a principal inspection is a written report of the condition of the structure and a prioritised maintenance and rehabilitation plan. Ease, uniformity and completeness of reporting can be enhanced by the use of a prepared checklist or standard form, completed at the time of the inspection. The checklist, referred to as the inspection sheet, should remain simple but at the same time cover the important items and aspects of structures in the network.

The main advantages are as follows:

- Facilitate inspections
- Reduce the possibility of items being overlooked
- Improve the uniformity of inspections
- Allow comparisons of results from inspections conducted by different personnel at different times

The condition survey is the most important element of a BMS. The method chosen for the capture of data during an inspection provides the only tangible record that can be used for rating of bridges and for the repair budget forecasts. The **BMS** system implemented for the City **is primarily based on the rating of defects**.



Fig 1 – Examples of severe defects

The approach may be summarized as follows:

- The survey is required to identify and assess defects on bridges
- A standard checklist is used to ensure that the inspections are systematic, that all defects are recorded and that no components of the bridges are overlooked
- The defects are photographed and rated to rank them in order of priority
- The short term maintenance and rehabilitation plan is developed from the data captured during the inspection

In general when rating the main components of a bridge the following important points should be considered:

Approaches:	Smooth transition onto the bridge, stability of the fill and the probable effects on the bridge and safety.
Waterway:	Free flow of water under the bridge up to designed capacity and with the required clearances below the bridge, and stability of the waterway and the probable effects on the bridge.
Superstructure:	Structural integrity ensuring users safe passage of highest importance.
Substructure:	Structural integrity ensuring users safe passage of highest importance.
Roadway:	Smooth and safe passage over/under the bridge.

2.2. BACKGROUND TO DRU RATING SYSTEM

How bad or severe defects may appear, on bridge elements during an inspection will not adequately describe the state of the bridge elements. It is important to bring in an additional dimension which is called the **relevancy** of the defect. The inspector needs to ask himself a most important question. How relevant is the defect when considering the safety of users of the structure? In so doing he is encouraged to consider the defect in the context of the bridge as a whole and not just of the element. He needs to take ten steps back from the defective element and ascertain how the defect is impacting the structural integrity of the element and of the bridge as a whole. Recording the relevancy of the defect encourages the inspector to view the defect in

relation to the bridge and ensures that the structural integrity of the structure and safety of the road user are systematically taken into account.

If he is uncertain of the defect's relevance, he needs to rely on more experienced engineers to provide that answer. That may be done back at the office from the study of photographs of the defect or even perhaps by a further inspection of the defect by an experienced engineer. When there is uncertainty, the relevancy rating needs to be considered by those with the appropriate experience, by those who are best suited to provide that answer. There is simply no short cut to rating the importance of a defect when considering the safety of users.

Some defects may not necessarily impact the structures integrity but may still require urgent repair because it still impacts the safety of users. By way of illustration a guardrail deflected toward the roadway (Fig 2) may appear insignificant relative to other defects on a bridge but may be very significant to the safety of the motorist. Also spalled concrete overhanging traffic (Fig 4) is very dangerous as it could fall onto vehicles. The assessment of the safety of the road user is mandatory by means of the relevancy (R) rating. It adds a very important dimension to bridge defect information.

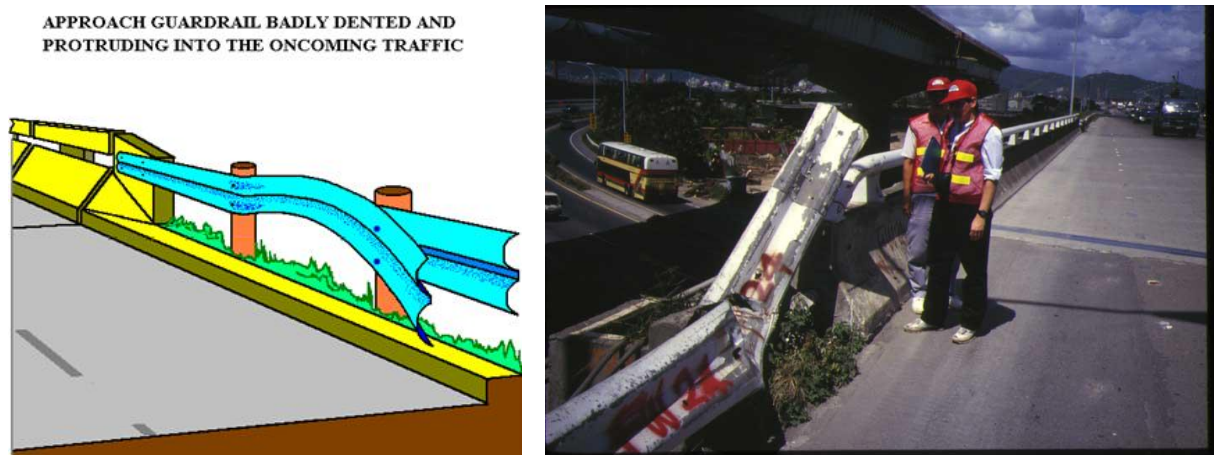


Fig 2 – Guardrail protruding into oncoming traffic. The guardrail in the photo had already been pushed back for safety.

One final example (Fig 3) shows extensive scour at a bridge pier. Although this defect is severe, it may be irrelevant if the piles were designed as end bearing, designed for consequential loads applied to the piles during flooding and are founded and socketed into rock.



Fig 3 – Extensive scouring at a bridge pier

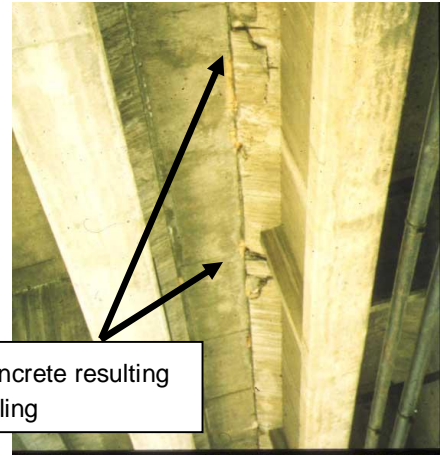
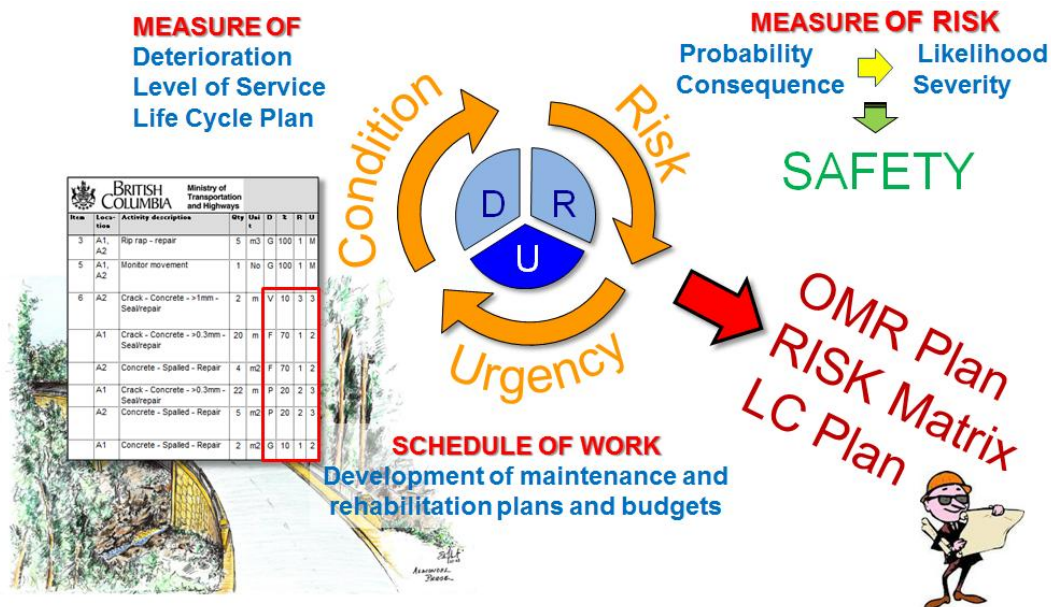


Fig 4 – Spalling of “I” girder top flange directly over roadway

2.3. THE DRU RATING SYSTEM



A summarized description of the DRU ratings is as follows:

D degree of defect: **Condition of defect.** How bad or severe is the defect. Is it functioning as intended or does it perform as originally designed? The inspector is required to follow the BC MoTI BMIS User Manual for this rating.

% extent of defect: How common it is on the inspection item being inspected. It

represents the % of the element with defect degree D.

- R relevancy of defect:** **Importance of defect.** The consequences of the defects as they are now with regards the serviceability of the structure and the safety of the motorist/ pedestrian.
- U urgency to carry out the remedial work:** **Time limit to repair defect.** Considers possible future events which could adversely affect defects and provides a way of applying direct time limits on the requirement to do the necessary repair.

For consistency with other authorities in British Columbia, the City will refer to the British Columbia Ministry of Transportation and Infrastructure's Bridge Management Information System (BMIS) User Manual for the rating "D" of defects to enable the calculation of the Bridge Condition Index (BCI) of structures.

Generally, unless otherwise indicated in the element naming convention sketches below, the piers and spans are numbered from west to east, and south to north (see *Figure 2 from the City's O&M Manual*) and the girders and pier columns numbered from left to right facing the direction of increasing spans. For example, for a four-span bridge on a west to east road, the northernmost column of the easternmost pier is named Pier 3, Pile 1.

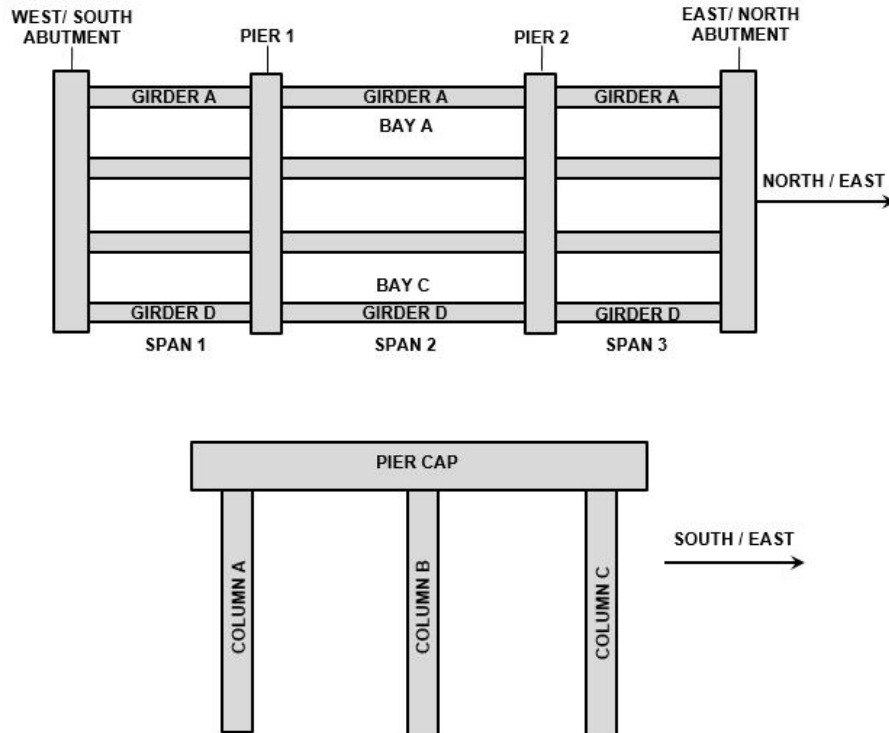


Figure 2 from City's O&M Manual – Standard Naming Convention

The following is a brief summary of structure evaluation rules according to the BMIS. Some of rules such as the requirements for notes for components with poor and very poor ratings fall away as more detailed comments are required for all defects with the DRU rating system and the urgency rating is now given to all remedial work activities associated to defects. See TABLE 1.3 for more information.

<p>5.1.5 Structure Evaluation</p> <p>Section 17.2 Inspection Data Definitions, contains the Inspection Data Dictionary for all structures, it also available in Section 2 of the Field Operations Manual. The Data Dictionary contains definitions for all components noted on the inspection forms and definition of calculations to evaluate condition percentage rating.</p> <ul style="list-style-type: none"> - Components are rated in percentages as “Excellent”, “Good”, “Fair”, “Poor”, “Very Poor”, “Not Inspected” or “Not Applicable”. All Ratings must add up to 100%. Example: 10 piers in a Bridge structure have 9 piers that are “Excellent” and 1 pier that is “Fair”, enter 90 under the “Excellent” column and 10 under the “Fair” column. - Not applicable. Structures will have components that are not applicable. Example. A single span bridge may not have Dolphins/Fenders. Flag the “N/A” column. - Not inspected. Some structures may have components that are not possible to inspect. Example: A six span bridge may not be able to have the piers in mid section inspected without the use of special equipment. When available, input the data that is available from the last “Detailed” inspection. If no past data is available and none of the piers could be inspected enter 100% in the “Not Inspected” column. (Caution: this action will rate the 100% not inspected component as in Excellent condition, this is not recommended unless the condition of other similar components is excellent) or enter the percentage of piers as they were inspected. Example: 25% Excellent 25% Good 50% not inspected (This action will calculate component condition based on percentages inspected only). Notes must be attached to the inspection form under the appropriate component number explaining why the component couldn’t be inspected. - Poor or Very Poor ratings of components. Components with a rating of Poor or Very Poor must have notes attached with the corresponding component numbers substantiating the rating. In addition to the notes, these components are recommended to have Condition Inspection Photos uploaded for further component description (Section 0) - Urgency rating. Urgency rating notes are mandatory for ratings of 4 or 5. For definitions of urgency ratings refer to Section 17.2.14 Urgency Definitions.

Refer also to the MoTI Bridge Inspection Condition: FIELD BOOK 2013 for further definitions of the condition rating “**D**” as referred to in the DRU rating system.

Table 1.2 shows how we have incorporated and adapted the BMIS requirements to the DRU rating system. The degree (**D**) rating maintains the rating as per the BMIS process. This enables past calculations of BCI to continue and allow the benefits of learning from historical data.

The prioritisation and timing of repairs is primarily governed by the Relevancy (**R**) rating of the defect which then governs the Urgency (**U**) rating given to the remedial work activity identified for the repair of the defect

Typically during an inspection, all observed defects are noted and allocated remedial work activities which provide for the repair of the defects. A “**D, R and U**” rating is allocated to each and every remedial work activity. These ratings are then used to provide a prioritised list of work items which is in turn used to produce the 5-yr maintenance plan. Quantities are captured on site and based on the unit rates of the remedial work activity, repair costs are calculated for each activity. Defects which do not require immediate repair may need to be monitored and provision is made on the inspection sheet to specify the monitoring frequency

TABLE 1.2 – Adaptation of the BMIS condition rating to the DRU rating system

Rating	Rating "D" - Condition		Rating	Rating "R" - Relevancy		Rating "U" - Urgency		Rating
	Degree of Severity of Defect			Structural integrity and safety of user		Maintenance priority and urgency of repair	Monitor	
E	Excellent	No defects, as new condition		No defects, as new condition		Routine maintenance work	Routine	R
G	Good	Normal wear and deterioration not requiring maintenance/repair	1	Min relevancy	No structural integrity or Safety issues	Work not required before next detailed inspection	4yrs or >	1
F	Fair	Functioning as intended Minor maintenance/repair required	2		Minor impact on structural integrity or safety issue	Work required within specified time period	< 3yrs	2
P	Poor	Not functioning as intended More extensive repair required	3		Structural integrity or Safety compromised	Work required within specified time period	< 2yrs	3
V	Very Poor	Not functioning as intended Major repair required	4	Max relevancy	Structural Integrity and Safety Severely Compromised, collapse imminent and/or danger to users	Immediate repair required	ASAP	4
X-% not inspected; N-Not applicable; %-percentage of component with rating "D"								
Short cut codes for: Location Column: A1-First Abutment; A2-Second Abutment; S1-Span1; P1-Pier1; GA-Girder A (left most girder); BA-Bay A (between GA & GB)								
S/M Column: S-Safety related defect; M-Make Safe a Structural Integrity Related Defect; SM-Make Safe a Safety Related Defect								

Identification of defects on bridges forms the basis of the management system. Given the complexity of the structural behaviour of bridges, it is important that inspectors are suitably qualified and understand why defects occur and have a good understanding of structural behaviour. For this reason it is recommended that suitably qualified senior bridge engineers, experienced in bridge design, rehabilitation and management are utilized to carry out at least the first round of inspections. Using the previously completed inspections sheets engineers with lesser experience are guided through the following rounds of inspection. When in doubt, the inspector is encouraged to verify his rating with the more experienced engineers when he is back at the office.

Relevant defects which have severe consequences with regards the safety of users and the structural integrity of the bridge need to be identified and rated with the appropriate severity rating. There is no shortcut to this process.

The essence of a bridge inspection is to identify the defects on a structure so that it can be prioritized to ensure that available funds are allocated effectively.

The **DRU** rating system helps the inspector to focus on the defects on a structure, and where an inspection item has no defects the inspector is not required to give it a rating. In this way, the visual assessment is shortened and it allows the inspector to concentrate on the problem areas of the bridge. However it may be a requirement of the bridge authority for the inspector to rate items in good condition as well so as to ensure that no items of the structure are overlooked.

The relevancy rating, “**R**”, which considers the consequences of the defect with regards the safety and serviceability of the item in question and thus indirectly the structure as a whole is considered

the most important rating. This coerces the inspector to not only give a visual rating of the defect but to look at the defect from a global point of view, understanding its influence on the structural integrity and/or functionality of the item in question fulfilling its intended function. This is however not to be confused with a “weight rating” of the item in question and its importance with regards the structure. The algorithms in a typical BMS program will allocate the appropriate weighting factors to each item and thus it is not the inspector’s duty to try and cater for the importance of certain items through the relevancy rating.

Because of the complexity of structural behaviour, the relevancy rating, “**R**”, is very important; two defects that look the same may have significantly different influences on the items in question.

It is possible to use one overall condition rating to combine the **D** & **R** ratings but it is very difficult to be consistent. By considering each of these ratings separately one can concentrate on each one without confusing one for the other and consequently obtain a more accurate rating of defects. It also simplifies the rating procedure and provides a more realistic description of the true condition of the bridge to the bridge owner. With this method, one can also produce more accurate budget predictions and maintenance, repair and rehabilitation actions to be used for preliminary work schedules used to carry out the work. In essence, the bridge owner has a clearer and more accurate picture of the condition of the bridges in the network.

Rating the degree of the defect separately furthermore allows more accurate forecasting of the deterioration rates. For example, one is able to obtain actual rates of deterioration by monitoring the degree rating of a defect over a period of time and its extent on the element under consideration.

The relevancy rating, which also measures the consequences of the defect with regard to the safety of the road user, can also be used to optimise the budget on the reduction in risk to the road user, should a repair with a high priority rating be carried out first.

More detailed reports can be obtained from the BMS. Whilst maintaining simplicity in inspections, a high level of detailed information is entered into the computer and enables the user, should he so desire, to obtain detailed information on the structures. Once the required information has been entered into the system, the advantages are extensive.

D, R and U ratings of defects are required for each component/element of the structure, according to the following table:

Rating	Degree	Relevancy	Urgency
N	Not applicable		
X	% of element unable to inspect or not accessible		
M			M - Monitor only, for record purposes only
E	E - No defects		R - Routine Work
1	G - Good	Minimum	5yrs or greater

2	F - Fair	Moderate	< 4yrs
3	P - Poor	Major	< 2yrs
4	V - Very Poor	Maximum	ASAP (within 1yr)

Degree Ratings

- A degree rating of **N** is used to indicate that the inspection item is not applicable to that structure
- A degree rating of **E** is used to indicate that there are no visible defects on the inspection item.
- Important when considering the degree rating of a defect will be to establish whether the defect is impacting on the functionality of the element being evaluated. Is it functioning as intended will be an important question to have in mind.

Relevancy rating

- The ability of the inspector is relied upon to understand bridge behaviour under loads and how a defect could impact on the bridges ability to transmit loads to foundations.
- A relevancy rating of **R=4** says that the defect is critical to the continuing integrity, and safety of the structure. To give such a rating one must feel unsafe or nervous about possible events that could follow if such a defect is not repaired immediately. These ratings are rare but they do occur.

Urgency Ratings

- An urgency rating of **R** is used to indicate that the defect is considered to fall under a routine budget. Routine defects will usually be repaired by the assigned, maintenance contractor for the Owner or by the Owner's own maintenance staff. Routine activities are typically:
 - Cleaning of bearing seats
 - Cleaning of expansion joints
 - Removal of dirt from expansion gaps
 - Power washing of tiles or concrete works as applicable
 - Removal of graffiti
 - Touching up of paint work on steel bridge elements, such as cladding and railing
 - Repair to local erosion defects of approaches
 - Replacing of light bulbs in underpasses
 - Removal of vegetation from kerbs, sidewalks, etc.,
 - Clearing of blocked drains
 - Remove debris from piers
 - Clear vegetation from waterway opening
 - Etc.,

- An Urgency rating of **M** is used to indicate that the defect requires monitoring only.
Typical observed defects which may require monitoring:
 - Shear cracks less than 0.2mm, which is considered normal and in accordance with the design
 - Bending cracks less than 0.3mm, in reinforced concrete members beams, again considered normal to the design
 - A small section of spalled concrete where the steel reinforcement is not exposed, caused for example from vehicle impact, which will not impact on the strength of the element and may be left unrepaired.
 - A small dent in a steel section, again which will not affect the strength of the member concerned and which could be quite onerous to repair and felt best to leave as is.
 - Etc.,
- An Urgency rating of 1 is used to indicate that the remedial work activity is not urgent and may be left for many years without repair if budgets are limited and consequently an Urgency rating of 1 is used to indicate that a defect needs to be repaired as soon as possible.

Unlikely combinations of **R**, **D** and **U** are shown shaded in the following tables

Rating	R	D or U			
Unlikely Combinations Of R, D & U	4				4
	3			3	4
	2		2	3	4
	1	1	2	3	4

Rating	D/U	R			
Unlikely Combinations Of R, D & U	4	1	2	3	4
	3	1	2	3	
	2	1	2		
	1	1			

N is used to indicate that the inspection item is not applicable to that structure, **E** is given for a component/element of the structure with no visible defects and **X** to indicate that the element in question was not accessible for inspection or hidden from view (such as a buried foundation). A percentage value > 0% could also be given for X to indicate that the component could only be partially inspected. The % given for X indicates the % of the component which was hidden from view and that could not be inspected.

2.4. EXAMPLE OF THE RATING OF A TYPICAL DEFECT

An example of a typical rating given to defects on a pier as entered on a field inspection sheet could be as follows:



Fig 5. Corrosion of reinforcement causing spalling of the concrete at the top of the pier



Fig 6. Note Algae on sides of top of pier from water leaking through defective expansion joint

The following is an extract from a field inspection sheet showing the rating of defects on the pier column and the corresponding remedial work activities:

4 Sup Items		4.1 Pier Column					4.2 Pier Cap				
Location	D	4	3	2	1	R	4	3	2	1	R
Pier 3							5			40	2

REMEDIAL WORK ACTIVITY LIST												
Item	Location	Activity description	Qty	Unit	D	%	R	U	Make safe	Comments	Rep Photo	Mon freq
4.2	P3	Spalled concrete repair	.02	m ³	3	5	2	3		Corrosion of rebar causing spalling close to the top of the pier. This has resulted from water running down the wall because of a leaking expansion joint	D23, 24	12 mths
4.2	P3	Power wash clean	20	m ²	1	40	1	R		Algae growth evident on pier column resulting from leaking expansion joint at P3	D25, 26	

The pier column was inspected and given the following rating:

1. 5% of the pier has defects rated with a degree rating of Poor. **D=3** (or P) is given for all spalls where the reinforcement is partially exposed and corrosion is visible.
2. 40% of the pier has algae growth on the upper part of the pile. For such minor defects one would give a rating of **D=1** (or G).
3. 100-45=55% of the pier is considered free of defects
4. The worst defect on the pier is the spalled concrete at the top of the pier. This will however not impact on the strength of the pier and consequently will also not impact on the safety of the bridge. We have given a relevancy rating **R=2** for this defect. In other words we are

saying that the pier is still functioning as intended but that minor to more extensive rehab is required to upgrade to new.

5. After rating the defects. The remedial work activities required to repair the defect are identified and captured on the inspection sheet. Quantities are estimated on site and an urgency rating **U** is given for each of the work activities. The urgency rating **U** considers possible future events which could adversely affect defects and provides a way of applying direct time limits on the requirement to do the necessary repair.
6. For these defects, the inspector has indicated that the spalled concrete should be repaired within two years (**U=3**) and that the algae should be removed by power (pressure) washing and treated as a routine maintenance activity for this bridge (**U=R**).
7. Photographs are taken of all defects, regardless how unimportant they may appear. It is important the inspectors when seeing a defect at an inspection will know whether that defect was there during the previous inspection, whether it has got worse or that it has come about after the previous inspection and it is a new defect.
8. If the inspector deems it necessary to provide a monitoring frequency for a particular defect, the asset owner is then encouraged to visit the bridge at that frequency and to comment on the defect in question. When the defect is repaired then it becomes no longer necessary to monitor the defect. For the spalled concrete observed on the pier, the inspector wishes in this case that (if not yet repaired) it is monitored annually.

By assigning a **D** rating to all of the defects on the bridge element it becomes possible to accurately monitor the deterioration of that element between inspections. The **R** rating enables an accurate method for prioritizing the defects and consequently the bridges and the **U** rating provides a way of applying direct time limits on the requirement to do the necessary repairs. An automatic follow on to this is the production of a 5 year plan with budgets for the maintenance of the bridges. Unit rates are provided for each remedial work activity for the calculation of the budgets and if funds are limited it is also possible to optimize budgets by the calculation of respective benefit to cost ratios. The benefit to repair a work item is directly measured by its relevancy rating **R**.

The Make Safe box should be only ticked if user safety is of concern. In such cases, a short description in the Comment column would be appropriate. Typically the owner maintenance staff should implement safety measures to the defect as soon as is practically possible.

The monitoring frequency column may be used for two purposes:

1. When an item has been identified for monitoring only, **U = M**, it is suggested that the inspector provide a time limit between monitoring inspection of the defect. Typically this should be at the next principal inspection.
2. When the degree of a defect and its relevancy rating are high (3 or 4), it may be necessary to impose a monitoring frequency of this item to ensure safety of the user until such time that the defect is repaired. In such cases the monitoring frequencies are usually short such as 1, 3 or 6 monthly intervals.



2.5. PROCESS TO BE FOLLOWED DURING THE INSPECTION OF STRUCTURES

1. Prior to carrying out the inspections, the inspector will study the drawings of the structures. The study of drawings will assist the inspector in understanding how the structure behaves under temperature, live and dead loads. The visual inspection will be more focused and the effect of the defects on the structural integrity of the structure will be better understood. The appropriate corrective actions can be taken. The pertinent information from the drawings will be captured on inventory sheets. These previously prepared and completed sheets will be valuable to the inspector during inspections.
2. Do a walkthrough of the interchange, tunnel, etc., to do the following:
 - a. Establish a process for the inspection of all the structures (bridges)
 - b. Determine the need for ladders, man-lifts, or specialist equipment required for the inspections, such as boats, scaffolding, etc.
 - c. Acquire a general appreciation for the condition of the structures
 - d. Take inventory related photos such as:
 - i. Elevation of the structure
 - ii. Typical abutments and piers for bridges
 - iii. Approaches to bridges
 - iv. View of the roadway below and above the bridge
 - e. Complete the photographic record sheets to ensure proper explanations of photos taken
 - f. Plan your walk around each of the structures ensuring that you cover all elements of the structure.



Fig 7. Hammer sounding of underside of deck revealed a critical defect

3. The inspection sheets have been designed to cover all elements of a structure, in some cases minor elements are not mentioned as they fall under another more prominent element. These inspection sheets are designed to be structure specific. Structure specific inspection sheets may need to be developed for example for the following structures:

d. The degree rating is based on predetermined rules which are set out in the BMIS User Manual. However the following provides further assistance for the degree “D” rating:

i. Spalling of concrete. **D** is equal to

1. “0 or E” no defects
2. “1 or G” when the spall is shallow and reinforcement is not visible
3. “2 or F” when the reinforcement is partly exposed with minor signs of corrosion
4. “3 or P” when the reinforcement is partially or fully exposed and corrosion is a problem
5. “4 or V” when the reinforcement is exposed and significantly corroded. Prestress duct is exposed. Section loss in the reinforcement

ii. Bending Cracks. **D** is equal to

1. “0 or E” when the crack is less than 0.3mm which would be considered normal for a reinforced concrete structure
2. “1 or G” when the crack is in the order of 0.3mm or just greater with no signs of water leakage or corrosion of reinforcement.
3. “2 or F” when the crack is greater than 0.3mm but less than 0.6mm with no signs of corrosion
4. “3 or P” similar to 2 but when there are signs of corrosion and/or water leaking through crack.
5. “4 or V” Crack is greater than 0.6mm

These examples show that we are rating the severity of the defect only, irrespective how it is affecting the element or the bridge. This rating is used to monitor the items deterioration with time and is also later combined with the relevancy rating to calculate the elements condition rating.

e. Once given a degree of severity rating the inspector is to establish the extent of the defect with that rating on the element. A possibility of 1 to 100% is available. The sum of all defect’s percentage cannot be greater than 100%. A % is filled in for each category of defect of D=1 (or G) to 4 (or V) if they exist or they are left blank. If the total % is less than 100%, the remainder of element will be considered to be free of defects.


f. The inspector then allocates a relevancy rating **R** to each and every defect. The relevancy rating considers the effect of this defect on the structural integrity of the element and on the bridge as a whole and on the safety of the user. The inspector takes ten steps backwards and looks at the defect in context of the element and on the bridge. He asks himself the following questions:

- i. How will this defect affect the structural integrity of the structure?
- ii. How will this defect affect the safety of the road user?
- iii. Is the element functioning as intended with the defect? The functionality, which also influences the rating D, is secondary to structural integrity and safety.
- iv. Will major maintenance be required to upgrade the element to “like new”
- v. Is collapse imminent?

g. Based on the answer to these questions he chooses from the following 4 categories

- i. "1" The defect has minimum effect on the structural integrity of the structure and on the safety of the user and the element is functioning as intended but maintenance is required
 - ii. "2" The defect has some (moderate) impact on the structural integrity of the structure and/or on the safety of the user and the element is still functioning as intended. Minor to more extensive rehabilitation is required to upgrade to new
 - iii. "3" The defect is unacceptable and has a major impact on the structural integrity of the structure and/or on the safety of the user and the element is not functioning as intended. Major rehabilitation is required
 - iv. "4" The defect is critical to the structural integrity of the structure and/or to the safety of the user. Immediate action is required and Collapse is imminent.
- h. Typically when a defect is rated R=4, it is usually necessary to alert the authorities to put in action some safety measures to ensure the safety of the user. Sometimes it may be necessary to close the structure down altogether and this has been done on more than one occasion before for other cities. The "make safe" box is ticked off in such cases.
- i. The inspector completes the remedial work sheet, see figure 9 below. Each defect will have a remedial work item, quantities are estimated and an urgency rating is given to each remedial work activity.
- j. He now moves onto the next element on the inspection sheet.

Fig 9. Remedial Work Sheet



Components/
Divisions
Sub-Divisions

COST (Qty x Unit Rate)
DEGREE
EXTENT (Deterioration)
RELEVANCY (Prioritization)
URGENCY (Budget – 5yr Plan)

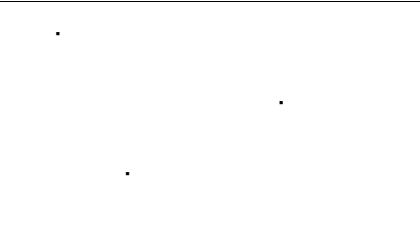

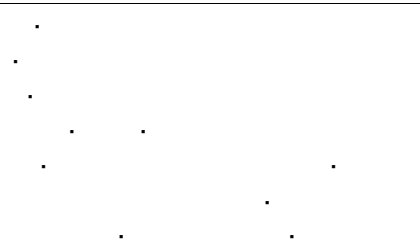
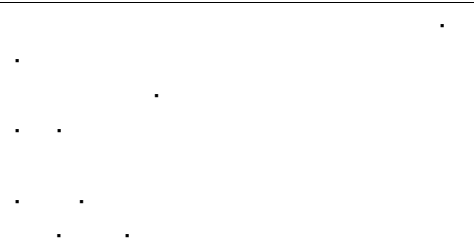
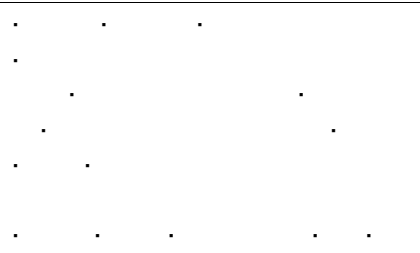

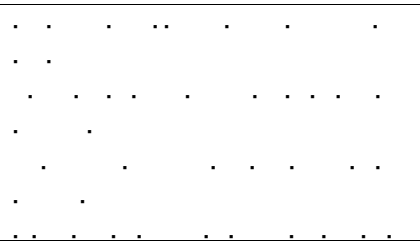
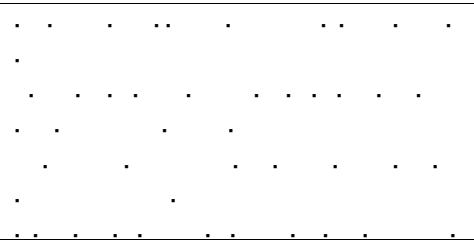
Compt/ Division	Panel	Activity description	Qty	Unit	D	%	R	U	S/M	Comments	Rep Photo	Mon freq
1.1	12, 13, 15	8. Long & trans Cracking - Seal and repair	45	m2	L	0.9	1	2		Transverse crack away from wheel path and close to edge	P1026, 1027, 1028	
1.1	23	8. Long & trans Cracking - Seal and repair	9	m2	M	0.18	3	3		Long crack in direct line of wheel path	P1029	6mths
1.2	27	1. Alligator Cracking - Seal and repair	50	m2	L	1	2	3		Although presently insignificant found in wheel path. Preferable to repair before it gets worse	P1033	1yr
1.1	41,42	13. Rutting - Repair	375	m	L	7.5	1	M		Minor rutting found in wheel path. Need to monitor before carrying out repairs	P1034	NPI
1.1	51	13. Rutting - Repair	25	m	M	0.3	3	3		More severe rutting however local to pannel	P1036	

2.6. EXTENT (%) DETERMINATION

EXTENT (%) – how common is the defect on the item being inspected.
The possible values for EXTENT (%) are given in the table below:

% - EXTENT			
Local	More than local	Less than general	General
0 to 25%	>25% to 50%	>50% to 75%	>75%

A diagrammatical illustration of Extent (%) is given in the table below:

0 to 25%		
Description	Local	
25 to 50%		
Description	More than local	
50 to 75%		
Description	Less than general	
75% to 100%		
Description	General	

APPENDIX 14
STRUCTURAL CONDITION INSPECTION FORM

See attached.



Structure Number
Structure Name

STRUCTURE CONDITION INSPECTION

Inspection date
Inspectors name

Structure Condition Index
Adj Structure Condition Index
Urgency Rating

Inspection Type

Partial/Routine/Detailed

COMPONENT

PERCENT CONDITION RATING

Enter % for each condition.

INSPECTION NOTES BY COMPONENT (Next Page)

All poor or very poor conditions must be explained.

STRUCTURE DESCRIPTION:

GENERAL INSPECTION NOTES:

URGENCY RATING NOTES:

Urgency Rating

	E	G	F	P	V	X	N
HYDROTECHNICAL							
1 Debris Risk							
2 Channel							
3 Erosion Protection							
4 Substructure Scour							

	E	G	F	P	V	X	N
SUBSTRUCTURE							
5 Foundation Movement							
6 Abutments							
7 Wing/Retaining Walls							
8 Embankment							
9 Footings/Piling							
10 Pier Cols/Walls/Cribs							
11 Bearings							
12 Caps							
13 Corbels							
14 Dolphin/Fenders							

	E	G	F	P	V	X	N
SUPERSTRUCTURE							
15 Floor Beams/ Transms							
16 Stringers							
17 Girders							
18 Portals							
19 Bracing/ Diaphragms							
20 Truss Chords/ Arch Ribs							
21 Arch Ties							
22 Truss Diagonals							
23 Truss Rods/ Verticals							
24 Cables							
25 Panels							
26 Pins/Bolts/Rivets							
27 Camber/ Sag							
28 Live Load Vibration							
29 Coating (Structure)							

	E	G	F	P	V	X	N
DECK							
30 Subdeck/ Cross Ties							
31 Wearing Surface							
32 Deck Joints							
33 Curbs/ Wheelguards							
34 Sidewalk(s)							
35 Railings/ Parapets							
36 Median Barrier							
37 Drains/ Pipes							
38 Coating (Railings)							

	E	G	F	P	V	X	N
APPROACHES							
39 Signing/ Lighting							
40 Roadway Approaches							
41 Roadway Flares							

Condition Codes

E Excellent	F Fair	V Very Poor	X Not Inspected
G Good	P Poor	N Not Applicable	

Structure
NumberStructure
Name

Inspection Date

dd/mm/yyyy

Structure Condition Index: X.XX

Adjusted Condition Index X.XX

The last detailed inspection completed on mmm dd, yyyy generated qty remedial work activities or monitoring item(s).

These activities and item(s) are listed below:

CITY OF VANCOUVER										REMEDIAL WORK ACTIVITY LIST									
Item	Location Description			Degree E,G,F,P,V	Relevancy R	Urgency U	Extent %	Work Comments	Recommended Action	Quantity	Units								
ITEMS REQUIRING MONITORING BETWEEN INSPECTIONS																			
Item	Location Description			Degree E,G,F,P,V	Relevancy R	Urgency U	Extent %	Work Comments	Recommended Action	Quantity	Units								
ITEMS TO REVIEW DURING NEXT INSPECTION																			
Item	Location Description			Degree E,G,F,P,V	Relevancy R	Urgency U	Extent %		Work comments	Monitoring Frequency									
Inspection photographs showing Poor or Very Poor conditions (if applicable) are included in the following page(s):																			
Rating		Rating "D" - Condition		Rating "R" - Relevancy			Rating "U" - Urgency		Rating										
		Degree of Severity of Defect		Structural integrity and safety of user			Maintenance priority and urgency of repair		Monitor	M									
E	E	Excellent	No defects, as new condition		No defects, as new condition		Routine maintenance work		Routine	R									
G	1	Good	Normal wear and deterioration not requiring maintenance/repair	Min relevancy	No structural integrity or Safety issues		Work not required before next detailed inspection		4yrs or >	1									
F	2	Fair	Functioning as intended Minor maintenance/repair required		Minor impact on structural integrity or safety issue		Work required within specified time period		< 3yrs	2									
P	3	Poor	Not functioning as intended More extensive repair required		Structural integrity or Safety compromised		Work required within specified time period		< 2yrs	3									
V	4	Very Poor	Not functioning as intended Major repair required	Max relevancy	Structural Integrity and Safety Severely Compromised, collapse imminent and/or danger to users		Immediate repair required		ASAP	4									
X-% not inspected; N-Not applicable; %-percentage of component with rating "D" Short cut codes for: Location Column: A1-First Abutment; A2-Second Abutment; S1-Span1; P1-Pier1; GA-Girder A (left most girder); BA-Bay A (between GA & GB) S/M Column: S-Safety related defect; M-Make Safe a Structural Integrity Related Defect; SM-Make Safe a Safety Related Defect																			

PART D
SAMPLE FORM OF AGREEMENT

See attached.

PART D - SAMPLE FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

**CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER
AND KERR ST PIER**

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

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]

(the "Consultant")

OF THE SECOND PART

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

BACKGROUND:

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

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) **"Fee Invoice"** has the meaning set out in Section 5.1;
- (i) **"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;
- (j) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (k) **"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;
- (l) **"RFP"** means Request for Proposal PS20200346 - CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS - JERICHO PIER AND KERR ST PIER, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (m) **"Services"** has the meaning set out in Section 2.1;

-
- (n) "Sub-contractor" has the meaning set out in Section 4.1; and
 - (o) "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 D and E;
 - (b) the Proposal; and
 - (c) the RFP.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
 - (i) the words "include" and "including" are to be construed as meaning "including, without limitation".
- 2.0 **CONSULTANT'S SERVICES TO THE CITY**
- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
- (a) the services described in the RFP;
 - (b) the services which the Consultant proposed to provide in the Proposal; and

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- (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 C of the 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.
- 5.9 The Consultant will, by the 25th day of each month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:
- (a) the Consultant's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date;
 - (e) details of any applicable taxes (with each tax shown separately); and
 - (f) tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts

from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

- 5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case, the fees payable pursuant to this Agreement and any specified delivery dates for Deliverables will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

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

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

8.0 INSURANCE

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

9.0 WORKSAFEBC

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

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

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

10.0 CITY INFORMATION/APPROVALS

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

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

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

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

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

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

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

12.0 TERM OF AGREEMENT

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

13.0 TERMINATION

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

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$1,000 (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:

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- (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.

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

19.0 NO CONFLICT OF INTEREST

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

20.0 NON-RESIDENT WITHHOLDING TAX

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

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.

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- 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.

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PART D - SAMPLE FORM OF AGREEMENT

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

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

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PART D - SAMPLE FORM OF AGREEMENT

APPENDIX A - INSURANCE REQUIREMENTS

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

- (a) professional (errors and omissions) liability insurance with limits of not less than \$1,000,000 per claim and not less than \$2,000,000 in aggregate and a deductible of not more than \$50,000 or other such amounts as the City may approve from time to time, 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;
- (b) commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence, 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, product liability, or 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) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) include non-owned auto liability coverage;
- (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 or the Consultant's personnel;
- (d) all-risk contractor's equipment or property insurance covering all property or equipment owned or rented by the Consultant and its agents or personnel 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, acting reasonably;

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- (b) be primary insurance with respect to all claims arising out of the Consultant, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice by registered mail. 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, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. 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.

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.

A1.4 Insurance Requirements Additional to any other Requirements

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

A1.5 Insurance Requirements Independent of Agreement Obligations

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

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PART D - SAMPLE FORM OF AGREEMENT

APPENDIX B - SCOPE OF WORK AND TIMELINES

TO BE ATTACHED UPON AWARD

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APPENDIX C - DELIVERABLES AND FEES

TO BE ATTACHED UPON AWARD

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PART D - SAMPLE FORM OF AGREEMENT

APPENDIX D - INSURANCE CERTIFICATE
TO BE ATTACHED UPON AWARD

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APPENDIX E - RFP

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)

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PART D - FORM OF AGREEMENT

APPENDIX F - PROPOSAL

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)