



REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

RFP No. PS20201328

Issue Date: January 18, 2021

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

REQUEST FOR PROPOSALS NO. PS20201328
CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT
PART A - INFORMATION AND INSTRUCTIONS

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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City of Vancouver is seeking Consultant services for the design, construction management, and contract administration of the replacement of two (2) pressure reducing valve stations located at 5th Av & Rupert St, and at 13th Av & Maple St.

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 will seek a prime Consultant consisting of a team to assist with providing all services necessary to plan, design, and provide construction oversight for the replacement of the PRV stations, including the management of any geotechnical and structural sub-Consultants or sub-contractors, as necessary. The prime Consultant shall act as the Engineer of Record (“EOR”), and provide services for design, construction, inspections, and contract administration and to include and not limited to the following:
- (a) Phase I: Pre-Design Services
 - (b) Phase II: Detailed Design Services
 - (c) Phase III: Pre-Construction Services
 - (d) Phase IV: Engineer of Record and Inspection Services
 - (e) Phase V: Project Close-Out Services
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.5 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

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1.7 The RFP consists of four parts, plus appendices:

- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
- (b) **PART B - SCOPE OF WORK:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
- (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.
- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 p.m. on January 28, 2021
Closing Time	3:00 p.m. on February 4, 2021

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

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

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**”).

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- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:
- Subject of the file to be: PS# - Title - Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - 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.

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

6.0 PROPOSED TERM OF ENGAGEMENT

- 6.1 The term of any Agreement is expected to be a four (4) month period with possible extensions at the City's discretion..

7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

- 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 (i) financial terms, (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' capabilities to perform the City's scope of work (as defined in Part B) as and when needed, (iv) quality and service factors, (v) innovation, (vi) environmental or social sustainability; and (vii) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability (Environmental and/or Social)	5%
Total	100%

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

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- 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.

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PART A - INFORMATION AND INSTRUCTIONS**

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

12.0 LEGAL TERMS AND CONDITIONS

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

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

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APPENDIX 1 TO PART A

Intentionally Deleted

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PART B - CITY REQUIREMENTS

PART B – CITY REQUIREMENTS

1.0 SCOPE OF WORK

1.1 The City has the following Requirements:

- a. The scope and specifications attached as Schedule A
- b. The drawings as Schedule B; and

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

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PART B - CITY REQUIREMENTS

SCHEDULE A
SCOPE AND SPECIFICATIONS

1.0 Purpose

The City of Vancouver is seeking a professional engineering Proponent to provide Consultant services for the design, construction management, and contract administration of the replacement of two (2) pressure reducing valve stations located at 5th Av & Rupert St, and at 13th Av & Maple St.

The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in the scope of work. The requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 Background

The City of Vancouver ("City") purchases bulk water from Metro Vancouver to provide water services to a population of around 647,000 within the municipality. Water is distributed through 1,500 kilometers of distribution and transmission mains to approximately 101,000 service connections. The water flows through pressure reducing valve ("PRV") stations, which help reduce pressures to acceptable levels for the City's distribution system.

There are 28 PRV stations located strategically within the City to create nine (9) distinct pressure zones (shown in Figure 1). PRVs are classified as continuous (operate and provide flow constantly), peak-hour (operate during high demand), or stand-by (provide flow if other stations are unavailable to supply water). The PRV stations are built in chambers, and may include single or multiple PRVs, line valves, flow meters, pressure gauges, and SCADA communication for providing real-time and historic operating data.

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

PART B - CITY REQUIREMENTS

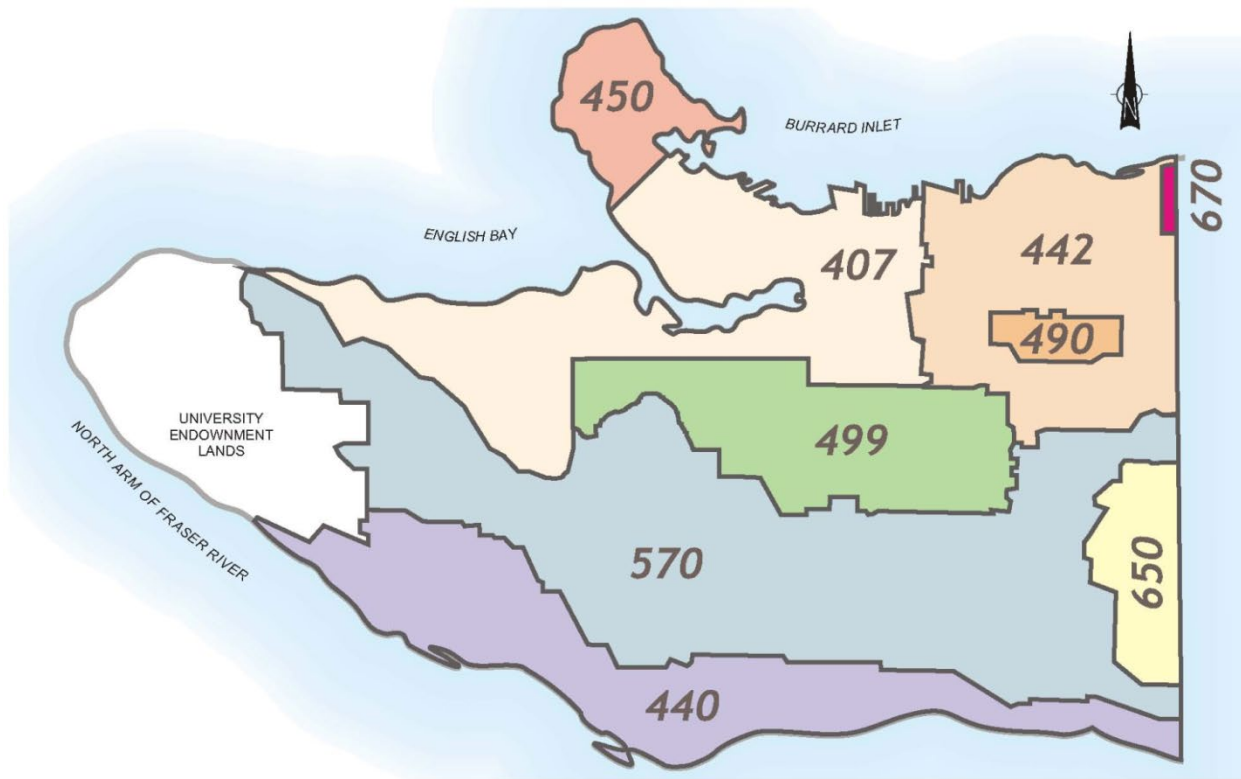


Figure 1: Pressure zones maintained in the City of Vancouver.

The PRV stations are built with redundancy and are critical assets essential to the provision of water within the City. In January 2019, the City completed a condition assessment to identify and select PRV stations as candidates for replacement, rehabilitation or decommissioning.

The City has identified two (2) PRV stations that are to be replaced prior to the end of 2022. The stations are located at 5th Av & Rupert St, and at 13th Av & Maple St. The 5th Av & Rupert St PRV, built in 1968, acts as the sole back-up station in the 490 zone and is currently in very poor condition. The 13th Av & Maple St is a peak-hour station in the 499 zone, and the facility is in poor condition.

3.0 Scope of Work

3.1 Overview

- a. The City will act as the primary Project Manager, and the Proponent will act as the “City’s Consultant” (“Consultant”) with respect to all construction contracts for the duration of the Project. The Proponent shall assist with providing all services necessary to plan, design, and provide construction oversight for the replacement of the PRV stations, including the management of any geotechnical and structural sub-Consultants or sub-contractors, as necessary. The Proponent shall act as the Engineer of Record (“EOR”), and provide services for design, construction, inspections, and contract administration.

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

PART B - CITY REQUIREMENTS

- b. The PRV replacement project shall be comprised of the following phases where the services of a Consultant will be required. The Consultant's responsibilities are outlined below and are as envisioned by the City at the time of writing, but may be changed or modified during the course of the evaluation and award process.
- Phase I: Pre-Design Services
 - Phase II: Detailed Design Services
 - Phase III: Pre-Construction Services
 - Phase IV: Engineer of Record and Inspection Services
 - Phase V: Project Close-Out Services

3.2 Schedule and Milestones

- a. All PRV stations must be installed and fully functional to the satisfaction of the Project Manager by December 12, 2022.
- b. The Proponent will be required to develop and maintain a Project Schedule. The schedule of activities will incorporate all activities, such as design, specialist services, tendering and procurement of labour, material and equipment, construction, inspection, documentation and commissioning of the Project. Progress on the schedule will be reported to the Project Manager, and will be updated regularly by the Proponent to ensure that Project milestones are met.
- c. A proposed schedule is provided such that the Proponent can state proposed target dates for completion in the Proposal. The schedule must be consistent with the Project being completed by December 12, 2022. Please provide the City with five (5) working days for review of any reports, plans, and/or design drawings.

Project Schedule	Target Dates for Completion
Award of Contract	Week of March 1-5, 2021
Project Kick-off Meeting with City Staff	
Completion of Pre-Design Report	
Approval of Pre-Design Report by City Staff	
Submission of 50% Preliminary Design	
Review of 50% Preliminary Design by City Staff	
Design Meeting with City to discuss 50% Preliminary Design	
Submission of 90% Preliminary Design	
Review of 90% Preliminary Design by City Staff	
Design Meeting with City to discuss 90% Preliminary Design	
Submission of 100% Detailed Design	
Design Meeting with City to discuss 100% Detailed Design	
City Approval of Final Drawings	
Submission of IFT Drawings	
Construction Tendering	
Tender Document closes	

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PART B - CITY REQUIREMENTS

Contract is awarded	
Construction and Contract Administration	
Substantial Completion of Construction	
Total Completion of Construction	
PRV Stations commissioned and fully operational	December 12, 2022
Completion of Project Close-Out report	December 12, 2022

3.3 Engineering Consultant Services

After the award of the contract to the successful Proponent, the following tasks will be the Consultant responsibilities for the duration of this project.

3.3.1: Phase I - Pre-Design Services

The Consultant will be required to perform pre-design services that evaluate existing conditions of the PRV and establish the viability of construction. The Consultant shall prepare a report that addresses pre-design research, site investigatory work, and notes design standards for the PRV stations.

The Consultant shall be required to complete, but are not limited to, the following activities.

3.3.1.1 Evaluation of Existing Site Conditions

- i. Review all existing reports, documents, drawings, and specifications for the PRV stations. This includes noting any deficiencies or issues highlighted in the PRV Condition Assessment completed in 2019.
- ii. Evaluate existing PRV sites (i.e. at 5th Av & Rupert St, and at 13th Av & Maple St) by making advanced arrangements with the City's Waterworks Operations branch to access the sites. During the site inspection, the Consultant should focus on the facilities and the locations of the stations with the scope of work in mind:
 - a. Confirm any information regarding the facilities from the existing reports, drawings and documents of the PRV stations, as needed;
 - b. Investigate site servicing requirements, including how the new PRV stations would tie-in to existing services and facilities;
 - c. Note any obstructions or challenges for possible locations of the new PRV stations.
- c. Site plans have been provided in Schedule B for both stations. Using these plans, the Consultant shall verify location of existing surface and underground services, facilities or installations that may affect the scope of work as required. This includes noting any existing City water mains that may need to be temporarily or permanently relocated to accommodate the new stations, as the Consultant will be responsible for the conceptual and detailed design of the relocations, if required.
- d. Confirm location of other City and third-party utilities. If required, the Consultant will propose test hole locations such that the location and elevation of existing utilities can be verified. The Consultant shall retain a contractor to perform test hole exploratory works, and ensure that the site is restored to existing conditions after the work is completed. If necessary, the Consultant will be required to resolve utility conflicts and/or to design and coordinate any utility or service relocation with assistance from the City.

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

PART B - CITY REQUIREMENTS

- i. Identify all areas where Right of Way (“ROW”) agreements will be needed. The City will obtain consent from property owners for all ROW issues.
- ii. Confirm soil, seismic and ground water conditions at each proposed new PRV station location. The Consultant will be required to perform a soils investigation, compiling all necessary information required to assist in final design and specifications for the proposed construction and completion of pre-design alternatives. The soils investigation is to include, at a minimum, the following tasks:
 - 1) Determine test hole locations and organize to have a Contractor dig the test holes in the number required to adequately determine material types and amounts required for the project. The locations of the test holes and the types of material encountered at specific depths will be required to be reviewed by City staff in design drawings. The contractor will be required to restore test locations to original conditions and remove any debris. Allow for at least two (2) test holes per PRV station location.
 - 2) Determine the depth of the water table and any problems that could be encountered as a result of this information.
 - 3) List any assumptions made with respect to site, soil conditions, existing services, and possible future expansion plans, etc.
 - 4) List any additional data required to complete preliminary and final designs such as surveys, further soils investigations, studies, etc.

3.3.1.2 Review of Design Guidelines

The following items are the City’s existing criteria and are the Consultant’s responsibilities when completing the design of the PRV stations. The Consultant will be required to review design guidelines for the construction of PRV stations used by other municipalities and/or current industry standards. The Consultant shall work closely with the City to suggest alternatives, should they exceed the minimum criteria listed below with respect to long-term operations & maintenance costs, safety and accessibility, sustainability, etc.

a. Facility and Chamber

- i. The Consultant shall propose a location for the PRV station, and will be required to establish footprint size and land requirement for each PRV station.
- ii. Stations should be self-contained facilities designed to house all PRV components within the chamber.
- iii. Stations should be completely underground in reinforced concrete chambers with the following characteristics:
 - 1) safe and easy access
 - 2) minimal impairment of existing aesthetics, and disturbance of trees and landscaping
 - 3) minimal construction impact on local traffic
 - 4) minimal interference with existing utilities
 - 5) minimize the existing trees and other horticulture to be removed and any other landscape issues.
- iv. Chamber, piping, and mechanical systems must be designed in accordance with post-disaster structures, as described in the Vancouver Building By-law or as per relevant industry standards.

b. Access and Safety

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PART B - CITY REQUIREMENTS

- i. The PRV stations must conform to WorkSafe BC's Occupational Health & Safety ("OH&S") regulations for confined spaces.
- ii. The Consultant will be required to establish the viability of providing unrestricted stairway access to the PRV stations. If stairway access is not feasible, the Consultant will provide an explanation of the limitations.
- iii. The Consultant will be required to ensure that access to the stations via hatches of sufficient size to allow valve removal (minimum 1200 mm square) without removing the chamber roof slab. The hatches should be aluminum complete with channel drain, locking mechanism, hold-open feature, and safety posts (ladder extensions).
- iv. Consultant will ensure that fall protection for the chamber, by means of guardrails or other methods as permitted in OH&S regulations, is included in the design of the stations.
- v. The chamber must be equipped with lighting, electric wall-mounted heat, and a ventilation system as per OH&S regulations. The Consultant will ensure that drainage (via pump or gravity) will be provided.
- vi. The Consultant will work with the City to ensure that selected location has adequate parking, or otherwise will include the requirement for a parking bay in the design.

c. Pressure Reducing Valves

- i. Consultant will ensure a minimum of two (2) pressure reducing valves are located at each station. The parallel pressure reducing valves should be sized for peak hour (large PRV) and regular flows (small PRV).
- ii. The Consultant will be required to review the existing and proposed PRV locations and elevations, existing valve sizes, current upstream/downstream pressures, flows, and existing pilot settings. Preliminary information has been provided below as a reference, but all required information to determine sizing will be provided after award of contract.
- iii. The valves should be equipped with the following control system features:
 - 1)PRV pilot control
 - 2)Dual Y-type strainers
 - 3)Pilot system shut off
 - 4)Open speed control
 - 5)Closing speed control
 - 6)Safety override valve
 - 7)Valve position indicator

Station	Existing Valve Sizes (mm)	Existing Pilot Setting (psi)	Anticipated range of future flows (L/s)
13 th & Maple St	Valve 1 - 250	89	0 - 500
	Valve 2 - 150	98	
5 th & Rupert St	150	75	0 - 330

d. Piping, Fittings, Isolation Valves

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PART B - CITY REQUIREMENTS

- a) Piping should be standard schedule steel piping, except in specific cases where the required piping will be welded steel, fusion bonded and epoxy-lined.
 - b) Piping must be designed with dismantling joints or other means to allow disassembly and re-assembly of all piping components.
 - c) PRV stations to be equipped with pressure gauges to register upstream and downstream pressures.
 - d) Isolation valves inside the valve chamber to be provided upstream and downstream of each PRV.
 - a. Isolation valves should be “OS&Y” double-disc wedge type, ductile iron gate valves for valves sized ten (10) inches and smaller. A butterfly valve is required to be used for valves twelve (12) inches and larger.
 - e) Downstream surge relief valve to be installed to release pressure in the event of a failure of the PRV. The Consultant will determine suitable location for the surge relief valve either within the PRV station, or downstream in the distribution system.
 - f) Air valves and drain valves should be provided where necessary.
 - g) Pipe anchorage and supports for thrust, restraint, and bracing of equipment, valves and piping for pressure and seismic forces are to be provided.
- e. **Electrical Service and Distribution**
- i. PRV stations must have electrical service, including a meter and a disconnect switch.
- f. **Controls**
- i. Telemetry at the stations should be brought up to current City SCADA standards. Each station should have a telemetry system connected to the City’s Manitoba Works Yards. The systems should transmit upstream and downstream pressures and flow data from each station.
 - ii. Hardware and software will in part comprise of the following:
 - 1) Contractor will supply:
 - 1. Motorola ACE 3600 RTU with enclosure
 - a. 5 Slot system
 - b. CPU 3640
 - c. Mixed I/O card
 - d. 8 Ch Analog Input card
 - e. blank slots
 - f. with battery back-up

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

PART B - CITY REQUIREMENTS

2. Touch panel, 15" Allen Bradley Panelview
 3. Upgrade to Lamp standard or antenna pole (height to be determined)
 4. 2" conduit from the RTU panel to the antenna pole with appropriate weather head (conduit run will only have 45 degree bends and no more than 3 bends max per run), conduit should have two pull strings included.
 5. LMR400 or LMR600 coaxial cable (type and length to be determined), contractor's electrician will pull the coaxial.
- 2) CoV SCADA will supply:
1. Radio path study (which will determine antenna height and length of coaxial cable)
 2. Radio
 3. Yagi Antenna
 4. termination and connectors for coaxial cable
 5. Programming for the RTU, Radio, Touch Panel and SCADA.
 6. Will help contractor with commissioning the station.
- 3) The PRV station should be packaged with a UPS in case of prolonged power outages, using long-life batteries designed to last 24 hours. The UPS should provide power to the Control panel which will provide power to the pressure and flow sensors, also the RTU panel and emergency lighting in the event of a hydro failure. The UPS should be equipped with a (relay) communication card that can be hardwired back to the RTU for alarms.
- 4) A magnetic flowmeter should be provided inside each station. Recommended model will be the Siemens Sitrans MAG 5000/6000 system
- 5) The recommended model for pressure transmitters will be the Siemens Sitrans P320/P420.
- 6) The PRV station will require dual sump pumps with run status back to RTU.

g. Standards

- i. The Project shall adhere to the City of Vancouver's Engineering Design Manual, Standard Detail Drawings, Construction Specifications, Street Restorations Manual, and as per the City of Vancouver's Consulting Engineering Design Submission Requirements. Electronic copies of all standards will be provided by the City upon award of the contract.
- ii. The Project will be in accordance with applicable construction codes and standards, municipal, provincial and federal bylaws. These include, but are not limited to, the Fire Commissioners of Canada, the National Fire and Protection Agency, the National Fire Code, and the BC Building Code.

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

PART B - CITY REQUIREMENTS

h. Maintenance Costs

- i. The Consultant will be required to provide information on how maintenance costs are affected by the design of the PRV Stations. It is important to note that any pressure regulating valve large than eight (8) inches will need an “I-beam” along the centerline so the valve can be hooked and slid to the access hatch.

Phase I Deliverables:

The Consultant will be required to submit electronic copies of the pre-design findings, geotechnical investigation and recommendations. .

The pre-design findings report must be approved by the City prior to Phase II.

3.3.2: Phase II - Detailed Design Services

Upon approval of the pre-design report, the Consultant will provide the City with preliminary and final designs for the new pressure reducing valve stations, including any removals, decommissioning, upgrades and installation of valves, piping, structural, mechanical, electrical and SCADA components, any required modifications existing water distribution system, and proposed relocations of other utilities as necessary.

The Consultant shall design the new stations in accordance to relevant standards/codes, the City’s Design Criteria Manual and Construction Specifications, all City bylaws, and industry best practice. At a minimum, the Consultant shall make a submission to the City for review at the 50%, 90% preliminary design, and final design (100% completion) stages of the design process. The submissions shall include plans, specifications and revised cost estimates as appropriate for each stage.

Meetings anticipated for the design phase include, at a minimum:

- Preliminary Design - 50% design review meeting
- Preliminary Design - 90% design review meeting
- Final Design - 100% design review meeting

The Consultant will be required to attend a meeting with Waterworks Design approximately one (1) week after submission of each design stage. The Consultant will be responsible for recording notes from the meeting, documenting action items, and distributing the notes after the meeting.

The Consultant shall contact all third-party utility companies to identify and resolve any identified conflicts, including obtaining estimates and scheduling relocation of utilities as required. The Consultant shall also obtain any approvals, permits, or documentation from any outside agencies to allow the work to proceed.

3.3.2.1 Preliminary Design

- a. Based on the approved pre-design findings and review, the Consultant will consult with the City to confirm design content and direction. The preliminary design should be sufficient to provide guidelines for final design, and preliminary contract documents. At a minimum, the preliminary design will include the following:
 - i. Existing site plan; including underground utilities, and above ground infrastructure;
 - ii. Plan and profile of the existing water system;

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- iii. Proposed site plan with new PRV station;
 - iv. Proposed plan and profile of PRV chamber; with specifications for all water appurtenances proposed;
 - v. Drawings showing external piping and connections to the distribution system;
 - vi. Typical cross-section of the waterline, excavation and shoring;
 - vii. Drawings for relocation of existing utilities, if required;
 - viii. All mechanical, piping, structural, and electrical details.
- b. The Consultant will be required to submit 50% completed preliminary drawings in and outline specifications to the Project Manager. The Consultant will be required to prepare a Class C cost-estimate based on the 50% completed preliminary drawings.
- c. The Consultant will be required to submit 90% completed preliminary drawings and outline specifications to the Project Manager for approval. This estimate should be comprehensive and defensible, and include the total cost of the project to cover all engineering works including any relocation of utilities. The estimate will be required for the review and adoption of the final design, and will need to be approved by the Project Manager.

3.3.2.2 Final Design

- a. In accordance with the approved preliminary drawings, the Consultant will be required to submit digital pdf copies of the completed working drawings and specifications for approval and an AutoDesk AutoCAD dwg electronic format.
- b. The Consultant shall revise the drawings and specifications with input from City staff.
- c. Upon approval of the completed working drawings and specifications by the Project Manager, the Consultant shall provide signed and sealed 'Issued for Tender' drawings and specifications. The Consultant shall also provide signed and sealed 'Issued for Construction' drawings and specifications.
- d. Based on the approved drawings, the Consultant shall prepare a Class A cost-estimate for the project, including any surveying services that may be required.
- e. The Consultant shall prepare a detailed project construction schedule, in Gantt chart form, identifying the estimated sequence and duration of the various stages of the project, organized to minimize interruptions to the existing facilities and services.
- f. The Consultant shall also provide a detailed implementation and commissioning manual that identifies how each component will be commissioned.

3.3.3: Phase III - Pre-Construction Services

After the review of Phase II, the Consultant shall be required to provide the City with pre-construction services by acting as the "City's Consultant" for the tendering of the construction of the PRV stations. The City will manage the tendering process, including issuing the tender. The Consultant's responsibilities will include, but are not limited to, the following responsibilities:

3.3.3.1 Tender document preparation:

- a. With City staff, preparing scope of work for construction including all technical specifications, special conditions, design drawings, technical concepts, including addenda for distribution by Supply Management;
- b. Reviewing final version of tender package and provide input;

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3.3.3.2 Tender Posting:

- c. Being listed as the City's Consultant in the tender documents;
- d. Responding to technical questions presented by Supply Management on behalf of tenderers during the process;
- e. Attending and documenting site meetings required;
- f. Providing input to tender document amendments, as required.

3.3.3.3 Tender Evaluation:

- g. Participating in evaluation of all tender submissions;
- h. Reviewing and scoring submission with City staff, and participates in determining award.

3.3.3.4 Tender Contract:

- i. Ensuring that scope and specifications in the contract documents before execution;
- j. Providing signed and sealed IFC drawings to the awarded contractor.

3.3.4 Phase IV - Engineer of Record and Inspection Services

The Consultant will be the Engineer of Record (the "EOR") and will be required to provide general engineering services for the project. The Consultant will be required to ensure that the progression and performance of the work is in accordance with the provisions of the contract, through various methods including providing regular field inspection.

The responsibilities of the Consultant for this phase include, but are not limited to, the following:

3.3.4.1 Pre-Construction Services:

- a. Review the Contractor's shop drawings, vendor drawings, material selections, equipment selections, submittals, and documents for compliance with specifications;
- b. Review the Contractor's Construction Schedule;
- c. Review feedback from the Contractor and the City, and implement comments as necessary into the IFC drawings and specifications;
- d. Attend all pre-construction meetings with the Contractor(s) and City representatives. The Consultant shall record meeting notes, action items, and distribute notes of the meeting;
- e. Identify potential problems with the project and advise the Project Manager prior to construction.

3.3.4.2 Construction Services:

- a. Liaise (verbal and written) between the City and the Project Contractor(s);
- b. Perform Project site visits to ensure the progress and the execution of the construction conforms to the scope and intent of the construction contract.
- c. Take and maintain digital photographs providing documentation of construction activities (to be submitted to the City).
- d. Provide qualified on site project inspection and testing staff, and be responsible for their performance. The Consultant shall confirm that these staff and the Consultant's Sub-

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

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- Contractors comply with all City of Vancouver procedures and regulations, as well as WorkSafeBC requirements.
- e. Regularly monitor and update the Contractor's detailed construction schedule, with summaries made available to the Project Manager.
 - f. Interpreting the requirements of the construction documents and communicating with the City and, if necessary, the Contractor
 - g. Review and make recommendations from requests by the Contractor for substitutions or alternatives for specified materials, subject to City Waterworks Design staff approval or rejection.
 - h. Review specifics of Project for general conformity with the construction contract, and approve or return for correction shop drawings, product samples, etc., as necessary to complete the Project within five (5) days. Provide the Project Manager with two (2) copies thereof.
 - i. Be available to answer technical inquiries during construction.
 - j. Immediately advise Project Manager and take appropriate action (after approval of Project Manager) with Contractor to rectify any possible overrun of estimated costs and quantities.
 - k. Act as payment certifier, to recommend monthly, interim and final payments to the construction Contractor and obtain statutory declarations from the Contractor. Submit the progress claims recorded on "Details of Estimate" forms to the Project Manager for approval.
 - l. Recommend to the Project Manager any necessary changes or alternatives during construction and prepare "Requisitions for Change" for approval by the Project Manager, including obtaining written quotations from the Contractor for any contract changes.
 - m. Make recommendations regarding any claims outside of any contractual agreements submitted by the construction Contractor.
 - n. Regularly forecast final construction costs and promptly advise the Project Manager if the forecast of final construction costs will exceed the Contract amount.
 - o. Carry out final inspections with the Project Manager and identify deficiencies to ensure that the work is acceptable and in good operating condition prior to acceptance by the Project Manager.
 - p. Attend all interim and final acceptances at the site.
 - q. As payment certifier, prepare certificates certifying that deficiencies have been rectified and that all installations have been completed and tested for compliance as required by the construction Contract. Submit this information to the Project Manager for review and approval.
 - r. Prepare five (5) Operation and Maintenance operating manuals (digital and hard-copies). Ensure that all operating manuals and instructions are complete and accurate as called for in the construction contract and are delivered to the Project Manager before the stations are commissioned.
 - s. Determine the date of Substantial Performance of the construction work as per the Builders' Lien Act and the contract documents and issuing certificates of completion;
 - t. Determine the date of Total Performance of the construction work and issuing a written certificate as per the construction contract(s); and
 - u. Ensure that the "as built" drawings are updated on a weekly basis. Upon completion of construction, the Contractor must submit a complete set of drawings revised to record all changes to be labeled "as built" and signed by the Consultant. The Consultant must submit record drawings prior to the Contractor being issued Substantial Completion Notice(s).
 - v. Ensure that all deliverables outlined in Construction Contract document are complete and delivered to the Project Manager following completion of construction, including electronic copies within five (5) days of the completion of all construction contracts.
 - w. Oversee the commissioning of the new PRV Stations and coordinate all equipment start up with the Consultant's staff, sub-Consultants, suppliers' representatives and Waterworks Design Staff to ensure the PRV Stations meet operating requirements.

CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

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3.3.4.3 Inspection Services:

- a. The Consultant will be required to provide qualified Project inspection staff ("Field Staff") on the Project site as required and be responsible for their performance and ensure that they comply with all safety, security and operational procedures and regulations.
- b. The Field Staff personnel and assigned tasks required by the Consultant will vary during the different stages of the Project. The Consultant will be required to be responsible for organizing their Field Staff to meet the needs of the construction phases in an effective and efficient manner.
- c. The following are key personnel and these positions must be identified by the Consultant and approved by the Project Manager. The Consultant will be required to notify and obtain the approval of the Project Manager of any changes in composition of the Field Staff personnel.
 - i. Construction Inspector - This person is preferred to be a registered Professional Engineer or have equivalent experience, including extensive field experience in inspecting the construction of water distribution and supply systems. A person who is not a registered Engineer will be considered for inclusion by the Project Manager where exceptional work history and experience has been obtained.
 - ii. Electrical Inspector or Firm - The Consultant will provide a qualified and competent person or firm for electrical inspection. The person performing the tasks will either be a Certified Engineering Technologist or an Electrical Engineer.
 - iii. Survey Instrument Person - The Survey Instrument Person will be required to have extensive experience with the layout and grade control for water distribution and sanitary sewer systems.
 - iv. Materials Testing- These persons or selected firm will be required to have extensive experience in materials testing for backfill, concrete, and piping. The major responsibilities are to perform all materials tests in the testing schedule within the required time as designated by the Construction Inspector.
- d. The City of Vancouver will provide a Construction Inspector to ensure its objectives in quality control are met during the construction period. The City's inspector will work in conjunction with the Consultant to maximize the effectiveness of the Consultant's services.

Additional Services and Changes

- a. As and when required by the Project Manager, the Consultant will be required to engage and be responsible for any additional professional or technical services required, including investigations, surveys, inspections, etc.
- b. The Consultant will be required to make themselves fully aware of the Project requirements and current construction codes, as well as changes to standards, new products, etc. Any changes throughout the Project which may thus become necessary will be part of the Consultant's normal services and not considered extra work except where expressly agreed in writing by the Project Manager. Only written changes to the City of Vancouver's requirements will be considered extra work.

3.3.5 Phase V - Project Close-Out Documentation

- i. The Consultant will be required to maintain the following records throughout the Project for submission to the Project Manager in a Project Close-Out report:

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PART B - CITY REQUIREMENTS

- a. Minutes (or a decision record) of each meeting
 - b. Daily Project diary by personnel on the site
 - c. Construction progress photographs
 - d. Correspondence file
 - e. Records of material tests
 - f. File of field memos and transmittal slips
 - g. "Notices of Change" and "Change Orders"
 - h. All approved schedules
 - i. All time and material work slips
 - j. Soil sampling and density tests
 - k. Concrete placing records
 - l. Shop drawings and materials lists
 - m. Summaries of Project Tasks and all investigations and findings
 - n. Summary and explanation of all Project expenditures compared to the budget
 - o. A detailed written summary of the Project
 - p. Appendices
- ii. The Consultant will also be required to provide supporting details for inclusion in the Project Close-Out report, including:
 - a. Project costs including Consultant costs
 - b. Contractor's performance
 - c. Problems encountered and resolutions of problems (including a summary of lessons learned and commentary on any major issues and deviations from expectations)
 - d. List of Contractors and Sub-Contractors
 - e. Final payment summary
 - f. Contractor's interim and final statutory declaration
 - g. Construction "Acceptance Board Reports"
 - h. Engineer's "Interim and Final Certificates"
 - i. Construction permits and certificates from governing agencies
 - j. Guarantees and Warranties
 - k. Summary of approved extra work and copies of all "Change Order" documentation
 - l. Copies of all material test results and performance tests
 - m. Shop drawings
 - n. Construction Contract
 - o. Detailed specifications and Addenda
 - p. Operating manual and maintenance schedule for stations
- iii. The Consultant shall provide signed and sealed Record Drawings, including any design changes made during the construction, and incorporating contractually related items such as addenda and change orders, and all mark-ups and redline drawings provided by the Contractor.
- iv. The Consultant will be required to submit five (5) copies of the completed Project Close-Out Report in the following formats:
 - a. Electronic files in Word and/or PDF formats.
 - b. Plans and drawings in hard copy and an editable Autodesk AutoCAD DWG electronic format.

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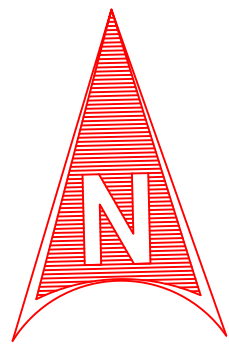
4.0 Deliverables

Phase	Activity	Deliverables
I	Pre-Design Services	Pre-design findings report, conceptual drawings (as necessary).
II	50% Design Submission	50% design drawings and specifications, and Class C cost-estimate
II	90% Design Submission	90% design drawings and specifications.
II	100% Design Submission	100% design drawings and specifications, preliminary construction schedule, and Class A cost-estimate; Procurement of required third-party utility relocations, permits, approvals, etc.
III	IFT Submission	Signed/sealed drawings and specifications to be used in tendering process.
III	Tender Services	Support in the evaluation of tender submissions.
IV	Engineer of Record Services & Contract Administration	<ul style="list-style-type: none"> a. Provision of IFC drawings to Contractor; revised IFC Drawings and specifications as needed; b. Field review with inspection reports; c. Monitoring of construction schedule; d. Meeting agenda and minutes; e. Submission of progress claims to Project Manager; f. Site Instructions and change orders as required; g. Review of all testing and inspection results, and preparation of a list of defects/deficiencies; h. Certificate of Substantial Performance; i. Certificate of Total Performance; j. Signed and sealed letter of assurance; k. Preparation of Operation and Maintenance manuals.
V	Project Close-Out	Project Close-Out report, and signed/sealed record drawings in City-requested formats.

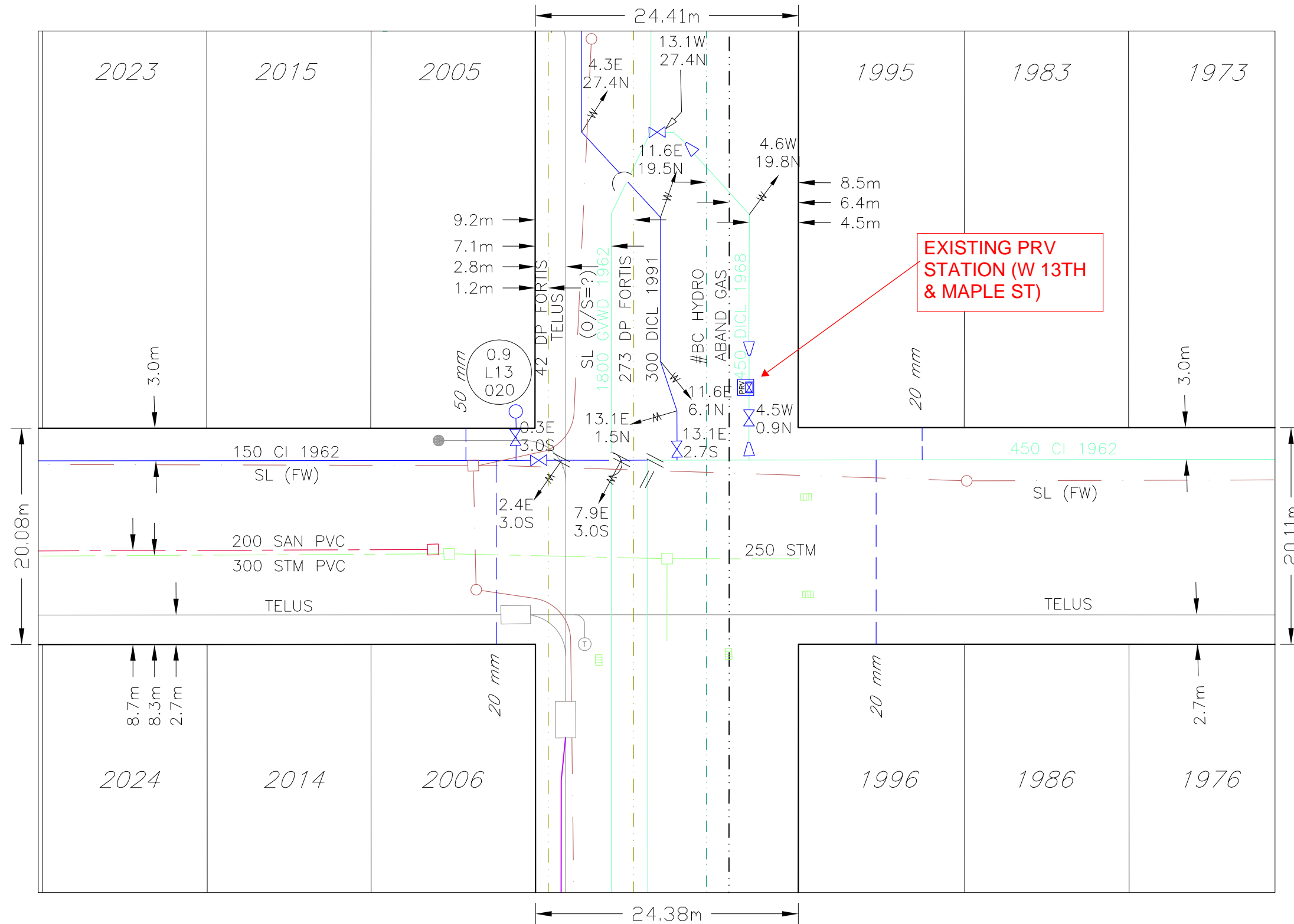
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SCHEDULE B
DRAWINGS - PRV STATIONS REPLACEMENT

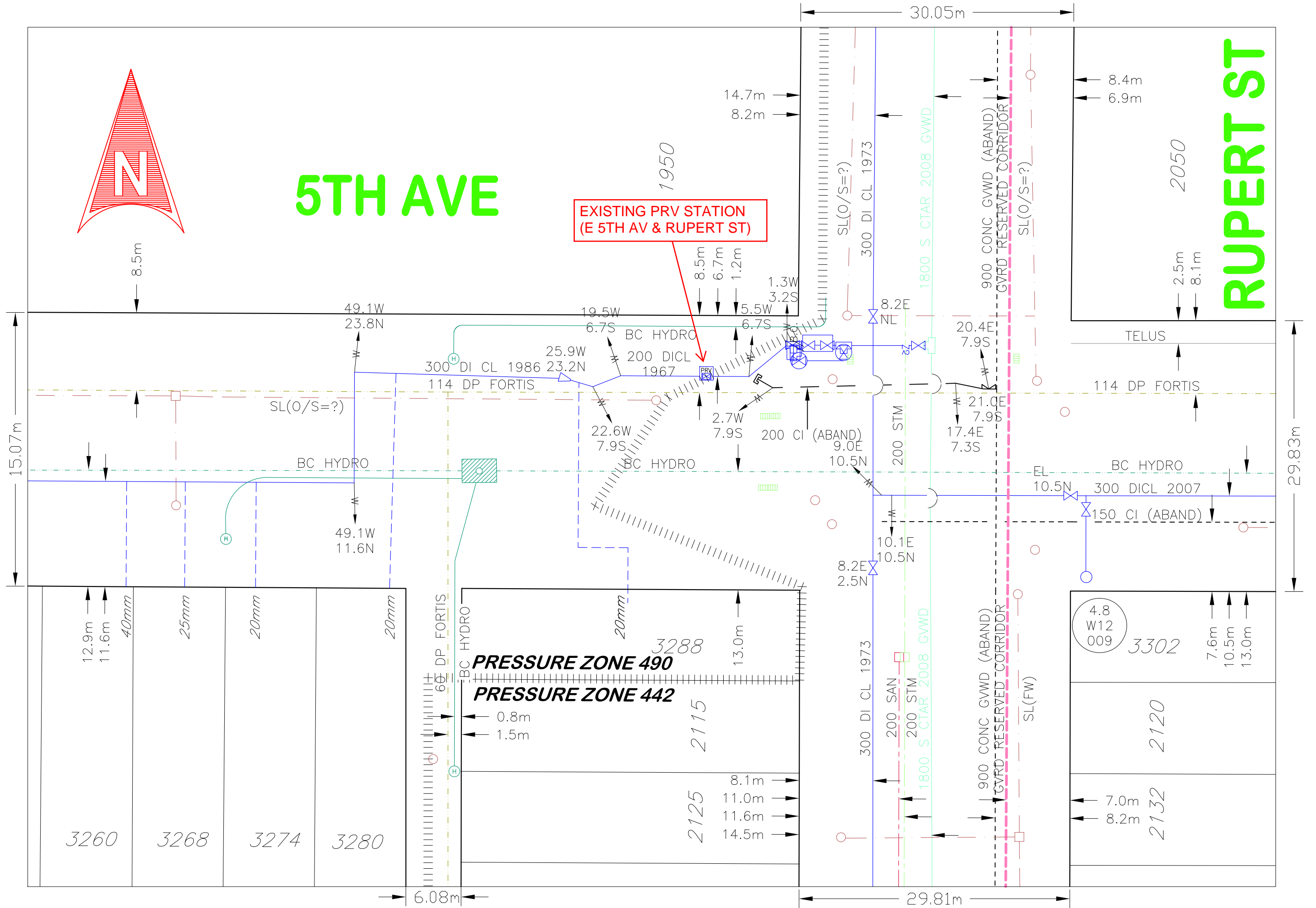
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MAPLE ST



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PART C – FORM OF PROPOSAL

RFP No. PS20201328, Consulting Services for PRV Stations Replacement (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 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. PS20201328, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

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hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

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- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

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

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (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 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. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

3.0 Past Experiences

In the space below, identify and provide a summary of similar engagements the proponent has successfully undertaken in the last 5 years, especially related to undertaking PRV stations replacement design services, project management and contract administration and demonstrating the company's proficiency in this area. Describe any relevant qualifications and/or awards held by your organization which support that your organization has the necessary skills and qualifications to undertake this Project.

Proponents should also clearly identify the relevant experience of both their firm and team members in "Key Personnel" and "References" sections below as defined in Part A Section 8.0 Evaluation of Proposals and Part B City Requirements.

4.0 Key Personnel

In the space below, identify and provide professional biographical information for the key personnel

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that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. and indicating the number of years of experience in the areas directly relating to the scope of works above, and number of years' experience of the individual working within your organization. Any substitutions of resources after project award are to be expressly approved, in writing and in advance, by the City prior to such substitutions being executed.

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 & Methodology

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.

The work plan shall demonstrate the Proponent's full understanding of project objectives and expected deliverables, and outline the approach to the work including a Gantt Chart to illustrate how the work will be performed. The Proponent's work plan should include a description of the methods to be employed to perform and coordinate the work and to control quality.

6.0 Project Challenges, Innovation and Alternative Solutions

In the space below, Proponents should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.

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Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Any pricing impact of the alternative solution(s) should also be provided.

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

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

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors.

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7.2 Employment Equity & Workforce Diversity

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

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

4. Do you support training for career advancement and/or skills development?
 - a. If yes, please describe

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

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

7.3 Workforce Diversity

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

As best known, in the space below, indicate the vendor’s company profile with regards to economic

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inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). <i>Confidential & for information only</i>	
<u>Overall Workforce Diversity:</u> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate <input type="checkbox"/> None of the above	<u>Leadership/Management/Executive Workforce Diversity:</u> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate <input type="checkbox"/> None of the above
<input type="checkbox"/> <u>Do not track this information</u> <input type="checkbox"/> <u>Do not want to share this information</u>	

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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 full 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	

Client Name # 3	
------------------------	--

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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	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	If vehicles are insured by ICBC, complete and provide Form APV-47.	

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

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

7. PROFESSIONAL LIABILITY INSURANCE

INSURER	Limits of Liability	
POLICY NUMBER	Per Occurrence/Claim	\$
POLICY PERIOD From	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	Deductible Per Loss	\$
TYPE OF INSURANCE	Limits of Liability	
INSURER	Per Occurrence	\$
POLICY NUMBER	Aggregate	\$
POLICY PERIOD From	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 PS20201328 - CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

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.

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**APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

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

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

Signature: _____

Name and Title: _____

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APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

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

PERSONAL INFORMATION CONSENT FORM

Reference #PS20201328

Title: CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

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

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent) of

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

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

Signature

Date

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**APPENDIX 8
SUBCONTRACTORS**

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

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

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

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

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APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

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APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

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

PART D
SAMPLE FORM OF AGREEMENT

See attached.



SAMPLE PROFESSIONAL SERVICES AGREEMENT

FOR

PS20201328 - CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT

BETWEEN

CITY OF VANCOUVER

AND

CONSULTANT NAME

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) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (j) **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **“RFP”** means Request for Proposal **PS20201328 - CONSULTING SERVICES FOR PRV STATIONS REPLACEMENT**, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **“Services”** has the meaning set out in Section 2.1;
- (m) **“Sub-contractor”** has the meaning set out in Section 4.1; and
- (n) **“Term”** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;
- (b) the RFP; and

- (c) the Proposal.

[Modify the list as necessary.]

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or

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

- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

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

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**. [Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.]
- 5.3 If 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.
- 5.4 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).

5.5 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.

5.6 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.

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

6.0 CHANGES TO SCOPE OF SERVICES

6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in 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 \$[insert dollar amount calculated at ten business days' pay] (including all taxes).

14.0 ASSIGNMENT

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

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

15.0 CONFIDENTIALITY

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

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
- (b) information which was previously in the Consultant's possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective

order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

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

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

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

16.0 NO PROMOTION OF RELATIONSHIP

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

17.0 DELIVERABLES

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

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

17.2 Deliverables are deemed not to include:

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

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

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

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

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

17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement,

any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 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.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.

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

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

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

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

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than [insert amount] per claim and not less than [insert amount] in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and <NTD: As a guide, the liability amounts are dependent upon the Consultant's fees. If the fees are less than \$100,000, consider \$1M per claim and \$2M in annual aggregate coverage; if the fees are between \$100,000 and \$249,999, consider \$2M per claim and \$3M in annual aggregate coverage; if the fees are between \$250,000 and \$499,999, consider \$2M per claim and \$5M in annual aggregate coverage. Consult Risk Management for larger engagements. Also, consult Risk Management for placement of Project Specific Professional Liability insurance especially if the Consultant's services will include a design element, the Consultant hiring sub-consultants, and the Consultant overseeing construction management of a construction project valued at \$10M or more.>
- (b) Commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence \$2,000,000 in aggregate and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Consultant and the Consultant's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, and product liability, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must:
 - (i) include a cross-liability or severability of interest clause in favour of the City;
 - (ii) include blanket contractual liability coverage;
 - (iii) include contingent employer's liability coverage;
 - (iv) include non-owned auto liability coverage; and
 - (v) name the City and the City's officials, employees and agents as additional insureds.
- (c) Automobile liability insurance on all licensed vehicle owned or leased to the Consultant with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Consultant, its agents or employees.
- (d) All-risk contractor's equipment or property insurance covering all property or equipment owned or rented by the Consultant and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement. This insurance must include a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.2 Required Policy Terms

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

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

A1.3 Insurance Certificate

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

A1.4 Sub-Contractors' Insurance

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

A1.5 Insurance Requirements Additional to any other Requirements

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

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any

claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

SAMPLE

APPENDIX B - PROPOSAL

SAMPLE

APPENDIX C - RFP

SAMPLE