

Request for Proposals

Professional Engineering Services for Bagshaw Street Streetscape and Utility Upgrades



Closing:

Three (3) complete hard copies and one digital (USB key) copy prepared in .pdf format.
Response must be received before 11 am Pacific Time on Wednesday, February 12, 2020.

Closing Location:

City of Parksville – Parksville Civic and Technology Centre
Engineering Department (second floor)
100 Jensen Avenue East
Parksville, BC V9P 2H3

Contact Person:

Michael Lonsdale, ASCT, LEED GA
Engineering Technologist III
MLonsdale@parksville.ca
250 951-2484

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1.0 BACKGROUND

The portion of Bagshaw Street to be addressed is approximately 440 metres long and extends from the Island Highway East (19A) south to Stanford Avenue East. Sections of Bagshaw Street have been previously upgraded as part of past capital and development projects. Some of the newer existing utilities and streetscape elements are expected to be integrated into the ultimate configuration for this street while others will likely require replacement.

A portion of Bagshaw Street is classified as Downtown Roadway and the remainder is classified as Urban Local Roadway. The roadway is not to current City of Parksville (City) standards and improvements to its functionality are required.

The City's Professional Services Agreement will be used as the form of contract with the successful proponent; a copy has been included with this Request for Proposal (RFP).

This project is subject to available budget funding.

2.0 SCOPE OF WORK

The general scope of work to be addressed by the proponent should include, but not be limited to:

Utilities:

- Assess newer existing streetscape elements and provide recommendation to retain or replace.
- Video inspect and assess sanitary mains from manholes 0633 (Bagshaw Street and Stanford Avenue East) to 0529 (Bagshaw Street and the Island Highway East), 0653 (Evergreen Street) to 0631 (Bagshaw Street), and 0534 (Statutory Right of Way (SRW) east of Bagshaw Street) to 0531 (Bagshaw Street) and provide comments on pipe condition and anticipated remaining service life.
- Replacement of storm, sanitary, and water mains as well as associated services:
 - Accommodate flows from mains in SRWs entering existing manholes 0927, 0631, and 0531. Replacement of the mains in these SRWs is outside of the scope of work for this project.
 - Accommodate stormwater flows from the Jensen Avenue Greenway.
 - The City's storm, sanitary, water, and transportation master plans will be available to aid in the sizing of new infrastructure.
- Streetlighting (LED).
- Hydro/telephone/cable underground ducting and coordination.
- Coordination with Fortis BC for gas installation/preservation.

Subsurface Geotechnical Investigation: *(Optional work item - City's discretion)*

- Conduct a subsurface geotechnical investigation to evaluate existing road base materials and subgrade suitability and provide design recommendations.

Streetscape:

- Design to City of Parksville standards with modifications as required.
- Improvements to vehicular, pedestrian, and bicycle movements and safety.
- Enhanced pedestrian and cyclist connectivity with the Jensen Avenue Greenway and pedestrian facilities on Bagshaw Street.
- Formalized street parking.
- Landscaping, plantings, and improved utilization of public spaces.
- Irrigation.

Public Engagement: (Optional work item - City's discretion)

- Create dynamic communications media to inform the public of project goals and options.
- Facilitate public input and dialogue in various venues, recording and aggregating this information, and reporting findings and recommendations.

Tender and Construction Services:

- Manage the tender process on behalf of the City.
- Provide contract administration and inspection services.

The following phases of work present the minimum work plan and submissions required. Additional items may be included by the proponent wherever they believe those items are required or would bring greater value to the City. The proponent may note these additional items as optional work if appropriate.

PHASE 1 – PROJECT KICKOFF

- Form an agenda for, chair, and take minutes for a project kick-off meeting to be held at City engineering offices.
- Secure permits required for work on City property.
- Review all available record drawings, perform underground utility locates (excluding utilities in SRWs), complete a detailed topographic survey (excluding SRWs), and provide a base plan for design.
- Assess newer existing streetscape elements and sanitary mains.
- Complete a subsurface geotechnical investigation. *This work is an optional work item; however, proponents must still include it as part of their scope of work and fee schedule.*
 - Repair any disturbed ground to existing conditions or better. Cold patch asphalt is acceptable.
 - Provide a Geotechnical Report commenting on subsurface conditions, recommendations for road structure design, typical depths of excavation required, and other project relevant factors.
 - Submit Geotechnical Report (electronically in .pdf format) to City staff for review.
 - Revise Geotechnical Report based on City staff comments and submit final sealed copy (in digital .pdf format) of report.

PHASE 2 (OPTIONAL WORK ITEM) - PUBLIC ENGAGEMENT:

This phase will be treated as an optional work item by the City. The City may elect to not proceed with this phase of work after evaluating responses received. This decision will be based on the level of experience demonstrated, the degree of innovation proposed, perceived value to the City, as well as available funding. The City expects consultation to be specific to the Parksville Downtown Business Association and local businesses and residents on this portion of Bagshaw Street. Public engagement should be based on International Association of Public Participation (IAP2) methodology.

- Prepare an agenda, chair, and minute a public engagement kick-off meeting to be held at City Engineering offices with Engineering, Communications, and Administrative staff.
- Create an innovative and inclusive public engagement plan with communications materials designed to engage stakeholders.
- Submit plan and materials (electronically or in hardcopy as appropriate) to City staff for review.
- Revise plan and materials if required.
- Host, in conjunction with City staff, a minimum of one facilitated public engagement session to be held at City offices.
- Document and compile feedback received from public engagement sessions and prepare a report to summarize findings and provide recommendations. The City requires summaries of the key issues raised at each event. Raw data on attendees (numbers, demographics, place of residence, associations with groups, etc.) is required as part of the report.
- Submit report (electronically in .pdf format) to City staff for their use.
- Provide proactive communication to stakeholders throughout the project.

PHASE 3 – CONCEPTUAL DESIGN

The City would like to explore multiple conceptual design options for streetscape and utility improvements prior to proceeding with detailed design. Conceptual designs should explore different ways to better utilize the road right-of-way, available public spaces, as well as the inclusion/exclusion of pedestrian and piped stormwater facilities for the portion of Bagshaw Street that is classified as Urban Local Roadway.

- Create a minimum of three (3) conceptual design options for streetscape upgrades and utility replacements in plan view.
- Prepare a Class C construction cost estimate for each conceptual design option.
- Submit conceptual designs, construction cost estimates (electronically in .pdf format) to City staff for review.

- Revise conceptual designs based on City staff comments and resubmit (in digital .pdf format) if required.
- Submit final conceptual designs and base plan (electronically in .pdf and .dwg format) to City staff.
- Submit a Conceptual Design Report summarizing all information gathered during the Project Kickoff, Public Engagement, and Conceptual Design Phases, presenting design criteria for the project, evaluating conceptual designs, and providing a recommended direction to proceed (electronically in .pdf format) to City staff for review.
- Revise Conceptual Design Report based on City staff comments and resubmit (in digital .pdf format) if required.

PHASE 4 – 70% DETAILED DESIGN

- Prepare detailed design drawings and specifications to a 70% detailed design level based on feedback received during public engagement sessions and review comments from City staff.
- Prepare a Class B construction cost estimate.
- Submit drawings and cost estimate (electronically in .pdf and .dwg formats) to City staff for review.

PHASE 5 – 95% DETAILED DESIGN AND PERMITTING

- Revise drawings based on City review comments and complete detailed design drawings and specifications to a 95% detailed design level.
- Prepare and submit all required permit applications and liaise with permitting agencies on behalf of the City.
- Prepare a Class A construction cost estimate.
- Submit drawings, cost estimate, and copy of permit application (electronically in .pdf and .dwg formats) to City staff for review.

PHASE 6 – 100% DETAILED DESIGN AND TENDER DOCUMENT PREPARATION

- Revise drawings based on City and permitting agency review comments and complete detailed design drawings and specifications to a 100% detailed design level.
- Prepare tender documents in latest MMCD format, including any required supplementary conditions and specifications.
- Submit drawings (four (4) full-size hard copies as well as electronically in .pdf and .dwg formats) and tender documents (electronically in .pdf format) to City staff for review.

PHASE 7 – TENDER SERVICES

- Revise tender documents based on City review comments.
- Submit .pdf files of both the tender documents as well as Invitation to Tenderers to the City. City staff will post the Invitation to Tenderers on the City website as well as BC Bid.
- Manage the tender process, including distributing tender documents, hosting and taking minutes at a non-mandatory tenderers meeting on-site, responding to tender questions, preparing any required addenda, receiving and reviewing tenders, and preparing a recommendation for award.

PHASE 8 – CONSTRUCTION SERVICES

- Prepare construction contract documents in latest MMCD format.
- Manage the construction contract, including but not limited to, progress payments, change orders, inspections, conducting materials testing, shop drawing reviews, substantial and final completion certificates, and maintenance period liaising and review if required.
 - Assume a ten (10) week construction schedule with full-time inspection and materials testing to be conducted by the consultant.
- Prepare record drawings for the project and submit (electronically in .pdf format) to City staff for review.
- Revise record drawings as required and submit four (4) full-size copies as well as electronically in .pdf and .dwg formats.
- Prepare and submit (electronically) a project record package including all photos, test results, daily inspection reports (typed), and any other data collected during construction to the City.

3.0 SCHEDULE

The following dates, other than the RFP closing date, are guidelines only and may be adjusted based on the schedule proposed by the successful proponent.

RFP Closing Date:	February 12, 2020
Anticipated Award Notification:	March 17, 2020
Construction Tender Posting:	October 6, 2020
Construction Tender Closing:	November 3, 2020
Submission of Recommendation of Award:	November 9, 2020

4.0 PROPOSAL FORMAT

This section describes the expectations for proposal formatting. Any proposal submitted should be in general alignment with these expectations to facilitate comparative evaluation.

COVER LETTER

Provide a single-page cover letter that succinctly demonstrates the proponent's understanding of key project issues and associated risk(s), experience, and strategies to make the project successful. The letter must include the name, address, telephone number, title and signature of the proponent's contact person for this proposal.

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Include a list of all sections and appendices in the proposal response and indicate corresponding page numbers.

PROJECT TEAM AND CORPORATE COMMITMENT

Establish that the proponent's organizational structure and proposed team, including subconsultants and specialists, has the necessary technical and managerial knowledge to successfully carry out the requirements of this project. As well, confirm the proponent's corporate commitment to adhere to the terms and conditions of this RFP.

- Provide a brief introduction of the proponent's company and any required subconsultants.
- Present quality assurance/management practices to be utilized.
- Identify the primary contact for the project. Should this primary contact not have the signing authority required to execute an agreement with the City, identify the individual who will fulfill this role in addition to the primary contact.
- Summarize the past relevant experience and performance of the proposed team's key personnel.
- Provide an organization chart showing the names and responsibilities of key personnel.
- Provide resumes (maximum two (2) pages in length) for key personnel.
- State the corporate commitment to maintaining the proposed staffing for the entirety of the project and acceptance that subsequent substitution of staff and/or subconsultants shall be submitted in writing for review and approval by the City. Acceptance of any requested substitution is at the sole discretion of the City. The City reserves the rights to request that the successful proponent replace a staff person assigned to the contract should the City consider such a replacement to be in the best interest of the City.

- State the corporate commitment to completing this project within the scope, budget, and timelines outlined.
- State the corporate acceptance of the terms and conditions of this RFP and attached Professional Services Agreement. Confirm that the proponent carries adequate insurance meeting or exceeding the levels specified within the Professional Services Agreement, and that proof of the required insurances will be submitted upon request.
- Any deviation or exceptions to the terms and conditions included within this RFP must be fully described. Any proposal that contains terms or conditions that are contrary to, or inconsistent with, those included within this RFP may be rejected at the discretion of the City.
- Declare that the proponent, if successful, will purchase a City of Parksville (or appropriate inter-community) business licence prior to beginning the project.
- Include a completed copy of Section 8.0 *Proposal Commitment* from this RFP.

PAST PERFORMANCE AND REFERENCES

Present recent similar projects completed by the proponent, demonstrating a documented history of success at completing works similar to those described within this RFP.

- Provide an overview of a minimum of three (3) and a maximum of five (5) recent similar projects. Include details of what aspects of these projects were undertaken by key personnel of proposed project team and/or any proposed subconsultants.
- List the name, position, and telephone number of a contact person from each project to serve as a reference. References may be contacted to confirm the proponent's ability to meet budget, schedule, service, and quality targets.

PROJECT UNDERSTANDING, METHODOLOGY, TASK LIST, AND DELIVERABLES

Communicate in detail the proponent's understanding of the project, its requirements, and important issues. Describe both the project management and technical methodologies proposed to be used. Clearly indicate all services which are to be included, excluded, optional, or to be provided by others.

- Describe the proposed methodology and approach to manage the project, as well as identification and management of risks to the project and how those risks will be managed.
- Identify areas where innovative solutions supporting the purpose of the project are proposed and how they could be leveraged to drive project success.

- Provide a description of the communication requirements and expectations between the City and the successful proponent.
- List all phases of work, breakdown each phase into tasks, and discuss what is to be undertaken for each discrete task. Identify deliverables for each phase of work; at a minimum include the phases of work and deliverables listed in Section 2. Scope of Work of this RFP must be present. Additional phases and deliverables proposed to support innovative solutions or project management strategies will be considered an asset.
- Provide a Gantt chart style schedule of each task and deliverable required to successfully complete all phases of work. The schedule is to start at the anticipated award date listed in Section 3.0 *Schedule* of this RFP. The schedule should include fifteen (15) working days for review of all submissions to the City and twenty (20) working days for review of all submissions to permitting agencies.

FEES

Please note that the fee schedule should be clearly marked and contained in a separate sealed envelope from the main proposal. The fee schedule shall be included with digital submission as a separate and clearly identifiable file. Do not list any fees or hourly rates outside of the separate envelope and digital file. Fee schedules will only be opened and reviewed if the proponent meets the terms and conditions of the Request for Proposal.

- Provide a fee schedule matching the phasing and detailed tasks proposed. The fee schedule should identify:
 - Hourly rates and number of hours budgeted for each team member to complete each task proposed;
 - Any expected travel time, expenses, and disbursements required to complete each task proposed; and,
 - A total cost for each proposed task, a subtotal for each proposed phase of work, and a total cost for completion of the project.
- State the proponent's commitment to maintain hourly rates for all staff and any required subconsultants for the duration of the project.
- Hourly rates listed in the fee schedule shall be used for any extra work that is negotiated during the course of the contract.

5.0 PROPOSAL EVALUATION CRITERIA

The City will evaluate each proposal submitted on the basis of how well the proponents respond to the requirements of the RFP. Each submission will be assessed using a matrix scoring system as set out below. **Any submission received which does not include required elements will be deemed non-compliant and ineligible for award.**

PROJECT TEAM AND CORPORATE COMMITMENT - 25%

- Relevant experience
- Years of experience
- Professional accreditation

PAST PERFORMANCE AND REFERENCES – 25%

- Recent similar projects successfully completed by the project team
- Established history of utilizing creative design solutions in constrained, older developed areas to preserve and enhance historical elements
- Demonstrated ability to plan and lead engaging and inclusive public engagement initiatives utilizing a variety of modern presentation media and methods
- Proven ability to collect, organize, and summarize feedback from the public to provide actionable directions
- Established history of construction contract administration and inspection for projects located in historic/older developed areas

PROJECT UNDERSTANDING, METHODOLOGY, TASK LIST, AND DELIVERABLES – 40%

- Ideas for innovation and methods to deliver maximum value to the City
- Demonstrated understanding of project risks, opportunities, and requirements
- Clearly articulated, well-detailed plans for each project phase. Breaking down each phase of work into the tasks to be undertaken and deliverables to be issued

FEES – 10%

Evaluation criteria for fees will be as per the following formula:

$$\text{Fees score} = \frac{\text{Lowest Price} \times 10 \text{ Points}}{\text{Proposal Price}}$$

6.0 EXTRA WORK

The consultant must receive written approval prior to commencing any additional works which will affect the project cost or schedule. The consultant is to submit a Change Order indicating the impact these extra or additional works will have on the project for written approval from the City.

A Change Order must also be submitted in the event the consultant's fees will exceed the original Proposal amount (i.e. a change to the original budget must be requested and must be approved in writing). In this situation the consultant may be requested to provide scope change alternatives to meet the original budget.

An invoice encompassing additional works that has not been approved in writing will not be accepted by the City.

7.0 PROPOSAL SUBMISSION

7.1. General

Before submitting proposals, proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal. Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work.

Proponents are solely responsible for their own expenses in preparing and submitting proposals, and for any meetings, negotiations, or discussions with the City or its representatives and consultants, relating to or arising from this RFP. Proponents agree that by participating in the RFP process, and/or submitting a proposal, they have no claim for compensation.

7.2. Inquiries

All inquiries regarding this request for proposal must be directed to:

Michael Lonsdale, ASCT, LEED GA (or his designate)
Engineering Technologist III
City of Parksville
Telephone: 250 951-2484
Email: MLonsdale@parksville.ca

All requests for information related to this RFP are to be submitted in writing by email at least ten (10) calendar days prior to the closing date.

Requests for information and answers will be recorded and distributed via addendum posted to BC Bid (www.bcbid.gov.bc.ca) and the City's website. It is the responsibility of the proponent to download and obtain any addenda posted. Information obtained from any other source is not official and should not be relied upon.

7.3. Instructions, Terms, and Conditions

The following terms and conditions will apply to this Request for Proposal. Submission of a proposal indicates acceptance of all the terms that follow as well as any addenda issued by the City.

- Proposals must be received by the City Engineering Department before the closing time. Submissions received by City departments other than Engineering or received after the closing time will be considered ineligible and will not be reviewed.
- Proposals must be delivered in person or by courier to the City Engineering Department marked as follows:

Attention: Michael Lonsdale, ASCT, LEED GA
Engineering Technologist III
City of Parksville
Engineering Department (second floor)
100 Jensen Avenue East
Parksville, BC V9P 2H3

Regarding: 5330-20-BAG20
Bagshaw Street Streetscape and Utility Upgrades

- Proponents are cautioned to carefully read and follow the instructions, terms and conditions required by this Request for Proposal as any deviation, omission, as well as any inaccuracies or misstatements that may be cause for rejection. However, the City reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal and proceed with that respondent.
- In the event only one proposal is received, the City reserves the right to return that proposal unopened.
- Proposals must be executed by an authorized signatory of the proponent utilizing the Proponent Commitment section of this Request for Proposal.
- All proposals and subsequent information or material received shall become the property of the City and will not be returned. The proposals will be held in confidence by the City subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- Proposals may be withdrawn by written request only to the project contact person or their designate, at any time prior to the scheduled closing time. Proposals remain valid and may not be withdrawn, for a period of sixty (60) days following the deadline date for submission of proposals.
- Prior to the deadline date for submission of proposals, proponents must not contact any other representative of the City regarding this Request for Proposal, other than the project contact person or their designate. Unauthorized contact with any City representatives,

including members of City Council, may be cause for the rejection of the proponent's proposal.

- The City is under no obligation to award a contract as a result of this RFP and reserves the right to terminate this RFP process for any reason, at any time. The City may then do nothing, re-tender, sole-source or complete the work with the City's own forces.
- No proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP process. By submitting a proposal each proponent shall be deemed to have agreed that it has no such claim.
- This RFP and the successful proponent's response may form part of any contract or Professional Services Agreement entered into with the City of Parksville.
- Any information acquired about the City by a proponent during this process must not be disclosed unless authorized by the City, and this obligation will survive the termination of the RFP process.
- The proponent, including all consultants, subconsultants, corporation or individual members of a proponent, will promptly disclose to the City any potential conflict of interest and existing business relationships they may have with the City or evaluation committee. The City reserves the right to disqualify any proponent who in its opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.
- Pricing will be firm for the contract period unless this RFP states otherwise. All prices quoted are to be in Canadian funds including fees, charges, contingencies and applicable taxes.
- Any dispute arising from this RFP, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
- Using subconsultants (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two (2) or more proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful interconnection of the two (2) or more products and this must be defined in the proposal. As well, **only one complete proposal presenting all required submission elements including those to be completed by subconsultants shall be submitted. Attaching subconsultant proposals or terms and conditions is not acceptable and any such submission will be deemed non-compliant and ineligible for award.**

8.0 PROPOSAL COMMITMENT

This section must be completed by the proponent and included as an appendix with their submitted proposal:

Provided that this proposal is accepted within sixty (60) calendar days from the closing date, the undersigned agrees on behalf of the company named below, to supply the goods and services listed at the prices quoted, under the terms and conditions set forth in this RFP document, the proponent's proposal, any and all addenda, which shall together form the agreement. This proposal is valid and enforceable for a period of not less than sixty (60) days following the closing date. In accordance with the terms, conditions, instructions and specifications the undersigned agrees to supply products and services at the prices quoted.

Company Name:

Company Address:

Postal Code:

Phone Number:

Email Contact:

Signature of Signing Officer:

Printed Name of Signing Officer:

Title of Signing Officer:

Date:

Appendix 1

*Sample Professional Services
Agreement*



for the

THIS AGREEMENT dated the _____ day of _____, 20____.

CITY OF PARKSVILLE

AND:

(the “**Consultant**”)

A. The City wishes to engage the Consultant for the provision of services described in this Agreement; and

B. The Consultant has agreed to perform the said services in accordance with the terms and conditions set out in this Agreement.

1.0 SERVICES

The City hereby retains the Consultant to provide the services for the project as described in the Terms of Reference in **Exhibit "A"**, which is attached hereto and incorporated herein, for the fulfilment and completion of this Agreement (the "Services" and the "Project", respectively). **Exhibit "A"** shall include, but is not limited to: a brief project description, objectives, identification of key employees and Subconsultants, project phases (if applicable), and task descriptions.

- 1 -

The City may, from time to time, by written notice to the Consultant, make changes to the Services, and the Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The fees and/or schedule shall be increased or decreased by written amendment to this Agreement (an "Amendment"), signed by the City and the Consultant, prior to commencement of any such changes to the Services. All other terms of this Agreement shall apply to any changes of the Services. The City shall not be liable to pay additional compensation to the Consultant for any additional services performed without prior written authorization of such additional services in the form of an Amendment.

1.3 Supplemental and On-Call Services

The Consultant shall, if requested in writing by the City, perform additional, supplemental services, including on-call, as-needed services, at the hourly rates shown in **Exhibit "B"**, which is attached hereto and incorporated herein. The Consultant shall not provide any supplemental or on-call, as-needed services in excess of the scope of Services unless previously authorized in writing by the City. All other terms of this Agreement shall apply to any supplemental or on-call services.

1.4 Standard of Care

The Consultant shall perform the Services: (a) with the 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 current professional practices and industry standards; and (c) in conformance with all applicable laws, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, and courts having jurisdiction applicable at the time the Services are rendered.

2.0 AGREEMENT TERM

2.1 Delivery Schedule

Services shall be completed by the Consultant in accordance with the delivery schedule shown in **Exhibit "C"** (the "Delivery Schedule"), which is attached hereto and incorporated herein. The parties may from time to time, by Amendment, alter the Delivery Schedule. The Consultant acknowledges that time is of the essence with respect to the provision of Services, and accordingly, the Consultant shall provide the Services pursuant to the Delivery Schedule or any applicable Amendment.

2.2 Recovery Schedule

If at any time the Consultant discovers that the Delivery Schedule cannot be met, the Consultant shall immediately advise the City in writing and provide a revised Delivery Schedule for the City's review and approval.

2.3 Authorization to Proceed

Upon receipt of all documentation required by this Agreement to be provided by the Consultant to the City, the City shall issue a purchase order to the Consultant (the "Purchase Order"). Issuance of the Purchase Order authorizes the Consultant to proceed with the Services, and the Consultant shall not proceed with any Services unless they have received a Purchase Order from the City.

2.4 Agreement Term

Unless previously terminated, this Agreement shall expire three months from the date that the City makes final payment to the Consultant for Services rendered, except for provisions in this Agreement that shall survive the termination or completion of this Agreement.

2.5 Supplemental and On-Call Services

The Consultant shall perform any supplemental and on-call services as set out in Section 1.3 in a timely manner or in accordance with agreed-upon completion dates or time periods.

3.0 FEES FOR SERVICES

3.1 Maximum Authorized Expenditure

In consideration of the performance of the Services, the City shall pay the Consultant a maximum total fee, not to exceed \$ [REDACTED], which amount includes disbursements but excludes applicable federal and provincial taxes, (the "Maximum Authorized Expenditure"), as detailed in **Exhibit "B"** which is attached hereto and incorporated herein. Progress payments shall be based on work completed to date, based on tasks outlined in the Services identified in **Exhibit "A"**.

3.2 Adjustment of Fees

The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement. Should the Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of Services, the Consultant shall so advise the City's Project Representative, in writing, within ten (10) days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees or disbursements to the Consultant.

3.3 Hourly Rates

Unless noted otherwise in this Agreement, payment for all professional services (labour), including payment for supplemental and on-call, as-needed services, shall be made by the City to the Consultant in accordance with the hourly rates included in **Exhibit "B"**.

3.4 Subconsultants and Disbursements

For this Agreement, all reimbursable expenses are included with the Maximum Authorized Expenditure as set out in **Exhibit "B"**. Unless noted otherwise in **Exhibit "B"**, invoices for Subconsultant services and disbursements shall be paid by the City to the Consultant at actual cost with a 10% mark-up. The Consultant shall be solely responsible for payment to Subconsultants and vendors of disbursement goods and services, and the City shall not be responsible or liable for any payments to Subconsultants and disbursement vendors.

4.0 APPLICATION FOR PAYMENT

4.1 Invoicing Frequency

The Consultant shall submit invoices to the City on or before the twentieth (20th) day of each month for services performed in the preceding month. If the City approves the amount of such invoices, the City shall pay such invoices within thirty (30) days from the date the invoice is received by the City.

4.2 Invoice Components

As a minimum, each invoice submitted by the Consultant shall include:

- (a) Purchase Order number;
- (b) Brief status report summarizing Services completed during the preceding month;
- (c) Budgeted amount for each task outlined in the Services per Exhibit "A";
- (d) Budgeted amount for each additional task included in approved Amendments, if any;
- (e) Costs incurred for each task outlined in Exhibit "A" in the preceding month;
- (f) Amount earned and invoiced to date for each task, including total amount;
- (g) Amount paid to date for each task, including total amount;
- (h) Percentage of amount of invoice divided by the Maximum Authorized Expenditure;
- (i) Percentage of amount earned to date divided by the Maximum Authorized Expenditure;
- (j) Total amount payable for the current invoice, including Subconsultants, disbursements, and applicable taxes;
- (k) Copies of invoices from Subconsultants; and
- (l) Copies of invoices or receipts for Disbursements.

4.3 Payment in Proportion to Completed Services

The City shall not be obligated to pay the Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage complete based on invoice components provided for in Section 4.2.

4.4 City Review of Invoices

The City shall not be responsible for any interest on any amount of the Consultant's invoice where payment is delayed because the City wishes to review, audit, or otherwise seek clarification concerning the Consultant's invoices.

4.5 Withholdings

The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by applicable federal or provincial statutes for the Consultant, its employees, and Subconsultants.

4.6 Inspection and Audit

The Consultant shall preserve all books, payrolls, accounts, and other records with respect to any time and expenses which the City is or has been required to pay as a result of performance of the Services, including but not limited to, hours worked, details of all disbursements, and percentage of work completed, and shall make the same available for inspection and audit by the City's representatives during the Term of this Agreement and for two years thereafter. The City shall have the right to attend at the Consultant's office and audit the Consultant's files and records in respect of the Project and Services upon forty-eight (48) hours advance written notice, during

normal business hours. Any error in a claim for payment or the amount of a payment disclosed on audit shall be adjusted between the parties.

5.0 CONSULTANT'S EMPLOYEES

5.1 Qualified Employees

The Consultant shall provide only professional employees and Subconsultants who have the qualifications, experience, and capabilities to perform the Services.

5.2 Listed Employees and Subconsultants

The Consultant shall perform the Services using only the key employees and Subconsultants listed in **Exhibit "A"**.

5.3 Substitution of Employees or Subconsultants

(a) The Consultant shall not dismiss or substitute any key employee or Subconsultant listed in **Exhibit "A"** without the prior written approval of the City, such approval not to be withheld unreasonably. The City shall not approve removal or substitution of employees or Subconsultants for the reason that the Consultant or its affiliates has called on such individual to perform services for another client of the Consultant.

(b) If, at any time, the City reasonably objects to the performance, experience, qualifications, or suitability of any of the Consultant's employees or Subconsultants, then the Consultant shall, on written request from the City, replace such employee or Subconsultant. The Consultant shall, subject to scheduling and staffing considerations make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

(c) Regardless of whether or not the City consents to, or requests a substitution of any employee or Subconsultant of the Consultant, the City shall not be liable to pay additional compensation to the Consultant for any replacement or substitution.

5.4 Sub-agreements with Subconsultants

The Consultant shall incorporate the terms and conditions of this Agreement into all agreements with Subconsultants in respect of the Services as necessary to preserve all rights of the City under this Agreement. The Consultant shall be fully responsible to the City of all acts and omission of Subconsultants and of persons employed by any Subconsultant or by the Consultant.

5.5 Not an Agent of the City

Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of the Consultant, or the employer of anyone working for the Consultant, and the Consultant must not do anything that would result in anyone working for the Consultant being considered an employee of the City. The Consultant is not, and must not claim to be, an agent of the City.

5.6 Independent Contractor

The Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods, or processes by which the Consultant performs the Services. The Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. The Consultant shall be solely liable for the work quality and conditions of any partners, employees, and Subconsultants.

6.0 INDEMNIFICATION AND INSURANCE

6.1 Indemnity

The Consultant shall indemnify and save harmless the City, its elected officials, appointed officers, employees, agents, and contractors from and against all claims, costs, losses, damages, actions, causes of action, and expenses arising from an error, omission, or negligent or wilful act of the Consultant in the performance of the Services by the Consultant or its employees, agents, or Subconsultants, or from a breach of this Agreement by the Consultant.

6.2 Survival of Indemnity

The indemnity described in Section 6.1 shall survive the termination or completion of this Agreement and, notwithstanding such termination or completion, shall continue in full force and effect for the benefit of the City, its elected officials, appointed officers, employees, agents, and contractors.

6.3 Consultant's Insurance Policies

Without limiting the effect of the foregoing provisions, the Consultant shall, at all times during the continuance of this Agreement, maintain insurance with an insurer(s) satisfactory to the City and licensed to work in British Columbia in accordance with the following terms:

- (a) Comprehensive General Liability insurance in the amount of two million dollars (\$2,000,000) inclusive per occurrence for bodily injury and property damage.
- (b) Automobile Public Liability and Property Damage insurance in the amount of two million dollars (\$2,000,000) per occurrence per owned, non-owned, or hired vehicle.
- (c) Professional Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for all claims per year.
- (d) Ensure that the Services are carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 996, c. 492, as regards to employee coverage, benefits, and safety regulations.
- (e) Be responsible for any deductible amounts under the policies.

6.4 Insurance Certificates

Prior to receiving a Purchase Order from the City, the Consultant shall provide Certificate(s) of Insurance to the City which satisfies the City that the insurance required herein has been obtained and is in force. The City shall be named as an Additional Insured on the Consultants General Liability Policy. The policies shall also contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or material change in the policies.

6.5 Survival of Insurance Provisions

It is understood and agreed that the covenants contained in Sections 6.1 through 6.4, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

7.0 CITY BUSINESS LICENSE

Prior to receiving a Purchase Order from the City, the Consultant shall obtain and maintain a valid City of Parksville Business License for the duration of the Agreement. Costs associated with the license are the responsibility of the Consultant.

8.0 WORKSAFE BC COVERAGE

8.1 WorkSafe BC Compliance

The Consultant agrees that it shall procure in British Columbia and carry and pay for, full WorkSafe BC 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 may deduct any unpaid premiums, assessments, or penalties for such WorkSafe BC coverage from any monies owing by the City to the Consultant, where the Consultant fails to make such payments on demand by the City. The City shall have the right to withhold payment under this Agreement until WorkSafe BC premiums, assessments, or penalties in respect of the Services performed in fulfilling this Agreement have been paid in full.

8.2 WorkSafe BC Registration

Prior to receiving a Purchase Order from the City, the Consultant shall provide the City with the Consultant's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Consultant is registered in good standing with WorkSafe BC, and that all premiums and assessments have been paid to the date thereof.

8.3 WorkSafe BC Indemnity

The Consultant shall 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 WorkSafe BC premiums, assessments, or penalties owing from any person or corporation engaged in the performance of Services under this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafe BC.

9.0 CITY INFORMATION AND RESOURCES

9.1 Available Information

The City shall make available to the Consultant all relevant information, plans, maps, reports, specifications, standards, and data pertinent to the Project which is in the hands of the City and is required by the Consultant to perform the Services. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable to do so.

9.2 City Resources

The City acknowledges that the Consultant's ability to provide the Services in accordance with this Agreement shall be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by the Consultant. To the extent that the City fails to provide City resources, the Consultant shall not be liable for any resulting delay in the Services or failure to meet the Delivery Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall the Consultant be entitled to extra compensation for same.

9.3 Obligations of Consultant

No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of the Consultant, and all responsibility related to performance of the Services shall be and remain with the Consultant.

10.0 OWNERSHIP AND USE OF MATERIALS

10.1 Ownership of the Materials

All reports, designs, sketches, drawings, plans, specifications, calculations, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, other documents or products produced by the Consultant under this Agreement (collectively, "the Material") are and shall remain the property of the City even though the Consultant or another party has physical possession of them. The Consultant hereby waives, in favour of the City, any moral rights the Consultant, its employees, or Subconsultants may have in the Material. Until the expiry or earlier termination of this Agreement, the Consultant may retain copies, including reproducible copies, of the Material.

10.2 Delivery and Use of Material

All Material shall be transferred and delivered by the Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request. Materials created electronically must be submitted in a format and medium acceptable to the City. The Material may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

10.3 Survival of Ownership and Use Provisions

It is understood and agreed that the covenants contained in Sections 10.1 through 10.2, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

11.0 CONFIDENTIALITY

11.1 No Disclosure

The Consultant shall keep confidential and shall not disclose, publish, or release any information, data, or secret of the City to any person other than representatives of the City duly designated for that purpose, in writing by the City, and shall not use for the Consultant's own purposes, or for any purpose other than those of the City, any information, data, or secret the Consultant may acquire as a result of the performance of the Services.

11.2 Freedom of Information and Protection of Privacy Act

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and agrees to any disclosure of information by the City as required by law. The Consultant further acknowledges that they may have access to personal information as defined under FIPPA, and the Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

11.3 Advertising

The Consultant shall submit to the City any proposed advertising or publicity by the Consultant, referring to the City, the Project, or performance of the Services, for written approval prior to issue.

12.0 ASSIGNMENT

The Consultant shall not assign this Agreement, in whole or in part, except with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned. Any attempt to assign this Agreement without such consent shall be void and of no effect. However, the Consultant shall 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 that the Consultant first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction), and a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform the Services of this Agreement.

13.0 TERMINATION OF AGREEMENT

13.1 Termination for Cause or Default

The City reserves the right to immediately cancel all or any part of this Agreement if the Consultant or any Subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such cancellation shall be in writing, may be without notice, and shall not result in any penalty or other charges to the City. Without limitation, the Consultant is in default of its obligations contained in this Agreement if the Consultant, or any Subconsultant:

- (a) Fails to supply sufficient, properly-skilled workers or proper workmanship, products, materials, tools, and equipment to perform the Services;
- (b) Fails to observe or comply with all laws or ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, provincial, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- (c) Fails to observe or comply with the City's reasonable instructions;
- (d) Breaches the Conflict of Interest provisions of this Agreement; or
- (e) Otherwise violates any provision of this Agreement.

13.2 Termination for Convenience

The City may, at its option, terminate this Agreement at any time during the Agreement Term, and, if such option is exercised, then this Agreement shall terminate fifteen (15) business days after the date such written notice is received, or deemed received, by the Consultant.

13.3 Steps after Termination

Upon termination of this Agreement by the City, the City shall pay the Consultant for the Services rendered and disbursements incurred by the Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs

incurred by the City arising from the Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

13.4 Force Majeure

Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed, prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder is reduced or eliminated by any course, except financial, for reasons beyond its control, including but not limited to: fire, explosion, war, riots, strikes, labour disputes, and governmental laws, orders, or regulations.

14.0 APPLICABLE LAWS AND BYLAWS

14.1 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the Courts of Nanaimo, British Columbia and agree that any action under this Agreement be brought in such courts.

14.2 Codes and Bylaws

The Consultant shall provide the Services in compliance with all applicable federal, provincial, regional, and municipal codes, bylaws, and regulations.

14.3 Interpretation of Codes

The Consultant shall, as a qualified and experienced professional, interpret codes, bylaws, and regulations applicable to the performance of the Services.

14.4 Licenses and Registrations

During the term of this Agreement, the Consultant and all Subconsultants shall possess and maintain licenses, registrations, and permits where required by legislation to perform the Services.

15.0 CONFLICT OF INTEREST

15.1 Conflict of Interest

The Consultant, the Consultant's employees, and Subconsultants:

- (a) Shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the Consultant or its employees into question;
- (b) Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision might further their private interests;
- (c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- (d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Consultant shall promptly declare it to the City, and;

- (e) Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligations of the Consultant to such other person, firm, or corporation.

15.2 Breach of Conflict of Interest

A breach of the conflict of interest clauses of this Agreement constitutes grounds for termination of the Agreement, should the City deem such action appropriate.

16.0 DISPUTE RESOLUTION

16.1 Dispute Resolution Procedures

The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set out in this Section.

16.2 Negotiations

First, the City's Project Representative and the Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Chief Administrative Officer, or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

16.3 Arbitration

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the first negotiation, either party may, by notice to the other party, submit the Dispute for resolution under the *Commercial Arbitration Act*. Within seven (7) days of delivery of such notice, the parties shall jointly appoint a single arbitrator. The cost of the arbitration (including fees of arbitrators) shall be borne equally by the parties, and each party shall bear its own costs of participating in arbitration. The arbitration shall take place in the Parksville, British Columbia area. The award of the arbitrator shall be final and binding upon the parties.

17.0 PROJECT REPRESENTATIVES AND NOTICES

17.1 City's Project Representative

The City appoints the person named below as the City's Project Representative for the purposes of this Agreement (the "City's Project Representative").

17.2 Consultant's Project Manager

The Consultant appoints the person named below as its Project Representative for the purposes of this Agreement (the "Consultant's Project Manager").

17.3 Communications and Notices

All communications between the City and the Consultant regarding this Agreement, including performance of the Services, shall be between the City's Project Representative and the Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, or if by mail, five (5) calendar days after posting.

The addresses for delivery shall be as follows:

City of Parksville

Project Representative: [REDACTED]
PO Box 1390
Parksville, BC V9P 2H3
Telephone No.: (250) [REDACTED]
Email Address: [REDACTED]

The Consultant

Project Manager: [REDACTED]
Mailing Address [REDACTED]
City, Province, Postal Code [REDACTED]
Telephone No.: [REDACTED]
Email Address: [REDACTED]

18.0 GENERAL

18.1 Headings

The heading or captions appearing in this Agreement are inserted for convenience.

18.2 Amendment

This Agreement may be amended only by written Amendment to this Agreement, signed by both parties.

18.3 Validity of Provisions

If any provision of this Agreement is invalid or unenforceable, it shall be severed from the Agreement and shall not affect the enforceability or validity of the remaining provisions of the Agreement.

18.4 Conflict between Agreement and Exhibits

In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall prevail.

18.5 Legally Binding Agreement

This Agreement shall benefit and be legally binding on the parties and their successors and permitted assigns.

18.6 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations, and agreements shall be a waiver of any subsequent breach or of any other covenant, obligation,

or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

18.7 Entire Agreement

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the terms, conditions, and Services and supersedes all earlier proposals, understandings, communications, representations, and agreements, whether oral or in writing. Any Amendment to this Agreement shall prevail over any other provision of this Agreement, in the event of an inconsistency between them.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

EXECUTED THIS day of , **2020**, at Parksville, in the Province of British Columbia.

CITY OF PARKSVILLE

CONSULTANT

Director

Name of Signing Officer

Corporate Officer

Legal Name of Consultant

Mayor

Address (City, Province, Postal Code)

Attachments:

Exhibit "A"	Terms of Reference (Project and Services)
Exhibit "B"	Hourly Rates and Fees for Services
Exhibit "C"	Delivery Schedule