



**CITY OF CAMPBELL RIVER**

**REQUEST FOR PROPOSAL NO. 608**

**(SUSTAINABLE) OFFICIAL COMMUNITY PLAN (SOCP) UPDATE**

The City of Campbell River is requesting proposals from Consultants to undertake a comprehensive and innovative update to its Official Community Plan.

Attached are Instructions to Proponents and Specifications that are to be used as the basis for your proposal.

**CITY OF CAMPBELL RIVER  
REQUEST FOR PROPOSAL NO. 608  
(SUSTAINABLE) OFFICIAL COMMUNITY PLAN UPDATE  
INSTRUCTIONS TO PROPONENTS**

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**1.0 Submission Requirements**

- 1.1 Proposals must be submitted in a sealed opaque envelope clearly marked "Request for Proposal No. 608 – (Sustainable) Official Community Plan Update", addressed to the Supply Management Department, 2<sup>nd</sup> Floor, 301 St. Ann's Road, Campbell River, BC, V9W 4C7.
- 1.2 Proposals must be received at the office of the Supply Management Department no later than **4:00 p.m., February 2, 2010. Proposals will NOT be opened in public.**
- 1.3 Proposals received and not conforming to Items 1.1 and 1.2, above, will be returned (unopened) to Proponent(s) without consideration.
- 1.4 The City does not accept proposals received via our facsimile machine or e-mail.
- 1.5 All prices proposed are to be in Canadian funds.
- 1.6 Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's needs in a more cost-effective manner. Proposals should be based on these Instructions to Proponents, Terms of Reference, and Draft Agreement.
- 1.7 Your proposal should clearly show your complete company name, address, and name, telephone, fax and email of primary contact person(s).
- 1.8 All proposals submitted should include eight (8) copies preferably in an 8½-inch x 11-inch format, double sided. Proposal submissions must be suitable for black and white photocopying. (No three-ring binders please.)
- 1.9 Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.
- 1.10 After the closing time and date, all proposals received by the City become the property of the City.
- 1.11 No Proponent may withdraw their proposal for a period of 60 days after the actual date of closing.
- 1.12 This proposal is subject to the terms and conditions of the Agreement for Internal Trade, Mash Annex 502.4 and the Trade, Investment and Labour Mobility Agreement between the provinces of Alberta and B.C. The laws of the Province of B.C. shall govern this proposal and any subsequent contract resulting from this proposal.
- 1.13 All documents generated as a result of this project will become the property of the City, and the successful proponent will be required to assign any copyright to the City. The City will have the exclusive rights to copy, edit and publish the material.
- 1.14 The awarding of a contract as a result of this Request for Proposal will not permit the successful Proponent to advertise the relationship with the City without the

City's prior authorization.

- 1.15 All Services provided must be in accordance with all laws and regulations pertaining to the Services. The successful Proponent will be responsible for acquiring and paying for all required licenses, permits, and approvals from authorities having jurisdiction including a valid City of Campbell River Business License. The laws of the province of B.C. shall govern this proposal and any subsequent contract resulting from this proposal. The successful proponent will be required to enter into an Agreement with the City, refer to attached Draft Agreement.
- 1.16 Under no circumstances may the Services or any part thereof be subcontracted, transferred, or assigned to another firm, person, or company without the prior written authorization of the City.
- 1.17 The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value. The lowest cost proposal will not necessarily be accepted. The execution of any Agreement resulting from this RFP may be subject to City of Campbell River Council approval.
- 1.18 If any director, officer or employee agent or other representative of a Proponent or Tenderer makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City of Campbell River with respect to the Proposal or Tender, whether before or after the submission of the Proposal or Tender, the City shall be entitled to reject or not accept the Proposal or Tender.

## **2.0 Definitions**

- 2.1 The City of Campbell River is referred to as the "City".
- 2.2 The entity submitting a proposal is referred to as the "Proponent".
- 2.3 The Successful Proponent is referred to as the "Consultant" or "Contractor" or "Supplier".
- 2.4 Work to be supplied and/or completed is referred to as "Services".

## **3.0 Confidentiality and Freedom of Information**

- 3.1 Your proposal should clearly identify any information that is considered to be of a confidential or proprietary information (the "Confidential Information"). However, the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the Act does offer some protection for third party business interests, the City cannot guarantee that any Confidential Information provided to the City will remain confidential if a request for access in respect of your proposal is made under the *Freedom of Information and Protection of Privacy Act*.

## **4.0 Pricing**

- 4.1 The items listed in the attached terms of reference are minimum features to be provided. Proponents may also provide separate pricing on additional elements

they feel would benefit the City in meeting its goal.

- 4.2 All invoices paid as a result of this Request for Proposal will be paid as per the City's standard payment terms; invoices will be paid net 30 days from date of invoice.

## **5.0 Cancellation**

- 5.1 The City reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 90 days' written notice to the Consultant of such termination and the Consultant will have no rights or claims against the City with respect to such termination. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the Consultant for damages for breach of contract.

## **6.0 Accuracy of Information**

- 6.1 The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

## **7.0 Responsibility of Proponent**

- 7.1 Each Proponent is responsible for informing themselves as to the contents and requirements of this RFP. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

## **8.0 References**

- 8.1 Proponents must provide at least 3 references for which work similar in scope or subject matter was performed. This shall include the name and address of the reference, the name and phone number of a person to contact, and a brief description of the work that was performed.

## **9.0 Enquiries**

- 9.1 All questions regarding technical inquiries should be directed to Rob Buchan, Manager, Land Use Services at (250) 286-5748 or via email at [robert.buchan@campbellriver.ca](mailto:robert.buchan@campbellriver.ca).
- 9.2 All questions regarding the submission of proposal should be directed to Bernd Guderjahn, Assistant Purchasing Agent at (250) 286-5746 or via email at [bernd.guderjahn@campbellriver.ca](mailto:bernd.guderjahn@campbellriver.ca).
- 9.3 If a Proponent is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Supply Management

Department. If deemed necessary by the City, an addendum will be issued to all Proponents registered as having received this Request for Proposal. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Request for Proposal. Only the written Request for Proposal and any addenda issued by the Supply Management Department should be relied upon by Proponents when preparing and submitting their proposals.

## **10.0 Indemnification**

10.1 The successful Proponent (Consultant) and any sub-consultants shall at all times indemnify and save harmless the City and or any of its officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement, or any action taken or things done or maintained by virtue of this agreement or the exercise in any manner of rights arising under this agreement except claims for damage resulting from the negligence of any officer, servant or agent of the City while acting within the scope of their duties of employment.

## **11.0 Insurance**

11.1 Where available, the Consultant must submit to the City, upon acceptance of its proposal, a Certificate of Insurance containing the following:

- Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the City as an additional insured and a Cross Liability clause.
- Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind to be used to carry out the Work.
- Professional Liability Insurance (Errors & Omissions) in an amount not less than \$500,000 per claim and a minimum \$2,000,000 aggregate.
- A provision requiring the Insurer to give the City a minimum of 15 days' notice of cancellation or lapsing or any material change in the insurance policy.

## **12.0 Declarations**

12.1 In submitting a proposal the Proponent declares that:

- I (we) do not (or any related company) have any family, ownership, and operating relationships with the City, or any elected official, staff or other officials holding public office in the City and agree that the City reserves the right to reject any proposal that may be perceived to be in a conflict of interest.
- I (we) am (are) not or have not:

- (a) an individual who has; or
- (b) an individual who was a shareholder or officer of a company that has; or
- (c) a company that has; or a company with a shareholder or officer who has; or
- (d) a company that is, or was a shareholder of a company that is, or was a shareholder of a company that has; or
- (e) a company that has a shareholder or officer who is also a shareholder or officer of another company that has;
- (f) had a bid bond retained, or
- (g) had all or part of a performance bond retained, or breached a contract with the City, or failed to complete its obligations under any prior contract with the City (or any other publicly funded jurisdiction or organization in British Columbia), or has been charged or convicted of an offence in respect of a City (or any other publicly funded jurisdiction or organization in British Columbia) contract.

**13.0 Timing**

13.1 Time is of the essence in carrying out the Services.

**14.0 Regulations of Authorities Having Jurisdiction**

14.1 All services provided must be in accordance with all laws and regulations in the province of British Columbia. The Consultant will be responsible for acquiring and paying for all required licences, permits, and approvals from authorities having jurisdiction.

**15.0 Evaluation Process**

15.1 An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost. Please refer to the Evaluation Criteria in Section 16.1.

15.2 Notwithstanding any custom or trade practise to the contrary, the City reserves the full right to, in its sole discretion and according to its own judgment of its best interest to:

- a) reject any and all proposals,
- b) waive any technical or formal defect in a proposal; accept that proposal, and
- c) award the contract to other than the low Proponent.

15.3 The City reserves the right to conduct pre-selection meetings with Proponents. Proponents may be requested, as part of the evaluation process, to provide a presentation, which may include a run through of their proposal submission.

15.4 The City reserves the right to conduct pre-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the evaluation committee.

15.5 The lowest or any proposal will not necessarily be accepted.

- 15.6 Award of any contract resulting from this RFP may be subject to City of Campbell River Council approval.

**16.0 Evaluation Criteria**

- 16.1 The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

a)	Qualifications and experience of the firm	15%
b)	Methodology and work plan	25%
c)	Cost of proposal	5%
d)	Project understanding	10%
e)	Community engagement (including First Nations)	20%
f)	Innovation	10%
g)	Proposal clarity and presentation	10%
h)	Additional components of value to the City	5%

- 16.2 In addition, the following items are required work plan elements and if not provided, the City, in its sole discretion, may consider the proposal to fail to meet the core requirements and reject it.

- a) Integration of the Strategic Social Development Strategy (document provided by Social Planning Committee).
- b) Integration of a Affordable Housing Strategy (document provided by City Staff).
- c) Integrated Community Sustainability Plan (including vision, goals, policy, targets, milestones, implementation strategy and monitoring guidelines). The consulting team is required, working with the community and staff to identify the sustainability targets. We will be evaluating each proposal on its ability to achieve this component of the SOCP as well as an implementation and measurement methodology.
- d) Waste Management and Reduction Strategy complete with Development Permit Guidelines, Policy and actions. Given limited room in our land fill sites and the need to reuse, reduce and recycle our waste, this is an area of sustainability that is of interest to the City and the Comox Valley Regional District. The City recognizes that DP guidelines have not been used for this purpose in the past but is interested in how this may be accomplished (e.g., requirement and design guidelines for onsite recycling and composting facilities).
- e) Cultural Strategy. This should include a strong First Nations component and would include goals and objectives for joint partnerships and policies for cultural development.
- f) Economic Development Strategy to identify sustainable economic development initiatives.

- g) Sustainable Development Approval Model for assessing the merits of development approvals in the context of Council's sustainable development goals.
  - h) Mandatory OCP components per the Local Government Act.
  - i) Urban Design Strategy and Detailed Development Permit Guidelines for:
    - 1. Revitalization and form and character sufficient to reduce zoning regulations in commercial, multifamily and industrial developments to land use and density (i.e., use of form based development approval regime).
    - 2. Environmental Protection
    - 3. Interface Fire Hazard Management
    - 4. Brownfield Redevelopment Strategy
    - 5. Water Management Strategy
    - 6. Transportation Strategy
    - 7. Compliance with the Green Municipal Fund Grant Application and Agreement (Appendix A).
    - 8. Community Energy Plan to conserve energy and reduce green house gases (See Terms of Reference in Appendix B).
    - 9. The work plan is to meet the Objectives of the First Nations' Agreement in Principle (Appendix C).
    - 10. Sustainability targets should be identified in each of the above requirements prepared for the SOCP. Further, the SOCP should include an implementation and monitoring strategy to direct implementation and the ongoing monitoring of results. The Sustainability Targets should be established through an extensive public process and community discussion using inputs and advice from the consulting team. The team will use their knowledge and the information derived from a review of best practices as well as community inputs, including First Nations, to define measurable targets for further community discussion and validation.
- 16.2 With respect to budget, the City will have up to \$280,000 to fund this project. Any proposals exceeding a \$280,000 budget inclusive of all fees, taxes and expenses may be disqualified at the sole discretion of the City.
- 16.3 With respect to the Community Energy Plan (Appendix B), \$60,000 is allocated to this component. The proposals should provide a detailed breakdown of funding allocated to each workplace component.



**CITY OF CAMPBELL RIVER  
REQUEST FOR PROPOSAL NO. 608  
(SUSTAINABLE) OFFICIAL COMMUNITY PLAN UPDATE  
TERMS OF REFERENCE**

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The City of Campbell River is seeking a Consultant to undertake comprehensive rewrite of its Official Community Plan in an innovative and progress manner as a Sustainable Official Community Plan.

**A. Background and Intent**

The City of Campbell River has a population of approximately 32,000 people. It is the central municipality in the newly formed Strathcona Regional District. The old downtown core is in need of new, more sustainable development and the City is in need of new economic generators. Underscoring these needs is a community that highly values its natural environment and sustainability principals. The City is a signatory to the Climate Action Charter.

The Official Community Plan is five years old and there is agreement that it needs to be replaced with a new, visionary, comprehensive document which not only is written and illustrated to be a user friendly resource but also includes several new components including, for example, community partnerships (especially with First Nations) affordable housing strategy, community energy plan, sustainability strategy, waste management and reduction strategies and actions (including where possible DP guidelines to help achieve the strategies).

The City of Campbell River has three First Nation neighbouring communities (Campbell River, Cape Mudge and Holmako). The City wishes to undertake a joint planning process with the neighbouring First Nations such that our respective plans are informed by each communities values, goals and objectives, and such that each communities plans identifies shared values, common goals, current and future partnerships and working protocols. The goal is to not only achieve mutual learning but to enhance and develop working relationships and ongoing partnerships in the development of our communities (See Appendix C).

During the development of this plan, the Campbell River Social Planning Committee will also be undertaking a Social Development Strategy. The results of this exercise should be integrated in the new OCP such that the City has clear policy guidance on its appropriate role in the social health of the community.

The Municipal objectives for the SOCP include:

1. Having a completely revised Official Community Plan which is based on sustainability principles and will act as a guide for all municipal initiatives, plans and strategies. This plan will promote departmental alignment around sustainability targets and workplans.
2. Developing better mutual awareness and understanding with our First Nations neighbours.
3. Identifying key partnerships with our First Nations neighbours.
4. Aligning our community goals to support and respect our First Nations neighbours.
5. Achieving the Objectives outlined in the Agreement in Principle with First Nations (Appendix C).
6. Achieving community wide involvement and support for the plan

7. Engaging the community in developing a long-term vision and strategies for sustainable community development to assure initiatives are supported
8. Developing the following sub-strategies and plans OR adapting and integrating documents provided as follows:
  - a) Integration of the Strategic Social Development Strategy (document provided by Social Planning Committee)
  - b) Integration of a Affordable Housing Strategy (document provided by City Staff)
  - c) Integrated Community Sustainability Plan (including vision, goals, policy, targets, milestones, implementation strategy and monitoring guidelines). The consulting team is required, working with the community and staff to identify the sustainability targets. We will be evaluating each proposal on its ability to achieve this component of the SOCP as well as an implementation and measurement methodology.
  - d) Waste Management and Reduction Strategy complete with Development Permit Guidelines, Policy and actions. Given limited room in our land fill sites and the need to reuse, reduce and recycle our waste, this is an area of sustainability that is of interest to the City and the Comox Valley Regional District. The City recognizes that DP guidelines have not been used for this purpose in the past but is interested in how this may be accomplished (e.g., requirement and design guidelines for on site recycling and composting facilities).
  - e) Cultural Strategy. This should include a strong First Nations component and would include goals and objectives for joint partnerships and policies for cultural development.
  - f) Economic Development Strategy to identify sustainable economic development initiatives.
  - g) Sustainable Development Approval Model for assessing the merits of development approvals in the context of Council's sustainable development goals.
  - h) Mandatory OCP components per the Local Government Act.
  - i) Urban Design Strategy and Detailed Development Permit Guidelines for:
    - a. Revitalization and form and character sufficient to reduce zoning regulations in commercial, multifamily and industrial developments to land use and density (i.e., use of form based development approval regime)
    - b. Environmental Protection
    - c. Interface Fire Hazard Management
  - j) Brownfield Redevelopment Strategy
  - k) Water Management Strategy
  - l) Transportation Strategy
  - m) Compliance with the Green Municipal Fund Grant Application and Agreement (Appendix A)
  - n) Community Energy Plan to conserve energy and reduce green house gases (See Terms of Reference in Appendix B)
  - o)

- p) Workplan to meet the Objectives of the First Nations' Agreement in Principle (Appendix C)
- q) Sustainability targets should be identified in each of the above requirements prepared for the SOCP. Further, the SOCP should include an implementation and monitoring strategy to direct implementation and the ongoing monitoring of results. The Sustainability Targets should be established through an extensive public process and community discussion using inputs and advice from the consulting team. The team will use their knowledge and the information derived from a review of best practices as well as community inputs, including First Nations, to define measurable targets for further community discussion and validation.

**B. Qualifications**

Proponents should be those consultants, companies, and institutions that have the following qualifications:

1. Experience and expertise in preparing Official Community Plans, affordable housing policy, community energy plans, integrated community sustainability plans, Green House Gas Reduction target setting and strategies, waste management and reduction strategies appropriate to the community plan level.
2. A proven track record in working with First Nations.
3. Knowledge of laws and regulations governing official community plans.
4. Expertise in community engagement.
5. Demonstrated practical knowledge and expertise in regard to "best practices" related to Official Community Plans preparation and practical tools for implementing OCPs.
6. Demonstrated excellence in preparing innovative community planning documents.
7. Understanding and practical application experience in Smart Growth planning principles.

**C. Existing and Required Planning Documents:**

- a. The City has a number of current plans which can be used by the consultants as input into the plan. These include:
  - i. the Downtown Study.
  - ii. Quinsam Smart Growth Study.
  - iii. Vision 2025 project (preceded current OCP)
  - iv. Strategic Community Vision (to be prepared early 2010)
  - v. A cultural and Heritage Plan for the City of Campbell River (2007)

- vi. Parks Master Plan.
  - vii. Downtown and Campbellton Area Transportation Network and Parking Study.
  - viii. Integrated Storm Water Management plans.
  - ix. North Campbell Smart Growth Study.
- b. In addition to these, the following plans/strategies/policies should be prepared and integrated in the SOCP:
- i. Strategic Social Development Plan (to be undertaken by the Campbell River Social planning Committee).
  - ii. Affordable Housing Strategy (prepared by Staff but delivered by the consulting team through the public engagement process).
  - iii. Integrated Community Sustainability Plan.
  - iv. Community Energy Plan (see terms of reference in Appendix B))
  - v. Urban Design Strategy complete with Development Permit Guidelines. This would also include a significant section on waste reduction and management.
  - vi. Cultural Strategy. This would include a strong First Nations component and would include a significant section on goals and objectives for joint partnerships and policies for cultural development and recognition.
  - vii. Economic Development Strategy.
  - viii. Integrated Transportation Strategy (traditional and alternative modes of transportation).
  - ix. Development Approval Model and Sustainability Checklist for assessing the merits of development approvals in the context of Council's goals.
- c. It is the goal of the City to undertake this planning exercise in partnership with First Nations. Ideally this planning would be done in conjunction with the bands updating their community plans: however, the grant funding the City is accessing is not eligible to be used for the First Nations' planning. The City will be interested in proposals where the proponents identify and secure required funding to allow the Bands to update their plans.

**D. Anticipated Deliverables**

In addition to the completed OCP (digital copy and 5 hard copies), the City required digital and hard copies of all background reports prepared by the consultants.

**E. Contract Period**

The City of Campbell River is seeking to have a final SOCP document by February 28, 2011.

**F. Budget**

1. The proposal shall identify the team member responsible for each component, the primary project leader, the involvement of principal team members with their time allocation.
2. The proposal shall include a maximum fee including disbursements (upset price) for all services rendered during the proper execution of the assignment. Please note that it is expected that there will be a maximum of \$280,000 of funding available for this project.
3. The proposal for provision of coordinating, planning and implementing services for this assignment shall include an estimate of fees with an appropriate breakdown in spreadsheet form.
4. Invoices for work completed must clearly identify the service provided and the percentage completed, and must show the approved budget fees and disbursements, amount billed to date and remaining balance. The invoice amount shall not exceed the quoted maximum without prior written authorization from the City.

**CITY OF CAMPBELL RIVER  
REQUEST FOR PROPOSAL NO. 608  
(SUSTAINABLE) OFFICIAL COMMUNITY PLAN UPDATE  
DRAFT AGREEMENT**

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THIS AGREEMENT made  
as of the \_\_\_\_ day of \_\_\_\_\_, 2010

BETWEEN:

City of Campbell River  
301 St. Ann's Road  
Campbell River, B.C. V9W 4C7

(the "City")

AND:

(the "Contractor")

- A. The City requires the professional services of the Consultant and desires to engage the Consultant to perform the services set out in this Agreement.
- B. The Consultant has agreed to perform the Services in accordance with the terms and conditions of this Agreement.

In consideration of the terms, covenants and conditions of this Agreement, the City and the Consultant agree as follows:

**1.0 CONSULTANT'S SERVICES TO THE CITY**

- 1.1 The Consultant must provide and is responsible for the Services outlined in a work plan submitted to the City by the Consultant in response to the Request for Proposal No. 609 (the "Proposal") attached hereto as Schedule "A" and forming an integral part of this Agreement, and confirmed on City Purchase Order No. xx.
- 1.2 The Consultant may engage professional sub-Consultants for the performance of specific tasks forming part of the Services, as approved in writing by the City. The sub-Consultants may not be replaced without the prior written consent of the City.
- 1.3 The Consultant must administer, coordinate, and manage all Services of sub-Consultants, and is responsible for all work performed by the sub-Consultants in relation to the Services and will pay all fees and disbursements of all sub-Consultants.
- 1.4 The Consultant must perform the Services:
  - a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature;
  - b) in accordance with current industry practices; and

- c) in conformance with the latest industry standards and codes applicable at the time of supply and installation.
- 1.5 The Consultant must furnish all personnel required to perform the Services, and all personnel must be competent and qualified to perform the Services.
- 1.6 Where specific personnel have been proposed by the Consultant for the performance of the Services, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.7 The Consultant must commence the Services in a timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the Consultant and the City from time to time.

## **2.0 BASIS OF PAYMENT TO THE CONSULTANT**

- 2.1 In consideration of the Services performed by the Consultant to the satisfaction of the City, the City will pay the Consultant the fees and reimbursable expenses prescribed in Schedule "A" attached hereto and forming an integral part of this Agreement.
- 2.2 The limit on the fees to be paid by the City to the Consultant does not diminish the duties and obligations of the Consultant to provide the Services.
- 2.3 All other expenses not listed above are considered to be included in the Consultant's fees.
- 2.4 The Consultant shall submit invoices to the City representative or delegate on a monthly basis.
- 2.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, the City is not liable for interest charges in respect of the invoice for the period from the date the invoice is submitted until the date that the invoice is paid.
- 2.6 If the City approves the amount of an invoice, the City will cause the invoice to be paid as per the City's standard payment terms, which is net 30 days from date of invoice.
- 2.7 The City is entitled to verify the accuracy and validity of all billing and payments made by auditing and taking extracts from the books and records of the Consultant.

## **3.0 CHANGES TO SCOPE OF SERVICES**

- 3.1 The City may at any time vary the scope of work to be provided by the Consultant.
- 3.2 If the Consultant considers that any request or instruction from the City constitutes a change in the scope of the Services, the Consultant must advise the City within ten (10) days in writing.
- 3.3 Without written advice within the time period specified, the City is not obligated to make any payments for additional fees to the Consultant.

**4.0 INDEMNIFICATION**

- 4.1 The successful Proponent (Consultant) and any sub-Consultants shall at all times indemnify and save harmless the City and/or any of its officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement, or any action taken or things done or maintained by virtue of this agreement or the exercise in any manner of rights arising under this agreement except claims for damage resulting from the negligence of any officer, servant or agent of the City while acting within the scope of their duties of employment.
- 4.2 The Consultant is responsible for WorkSafe BC assessments relating to the Services under this Agreement and the work of its sub-Consultants.
- 4.3 The Consultant indemnifies the City from and against all claims related to personal injury including death, property damage, losses, costs and expenses arising out of or related to the provision of the Services including WorkSafe BC claims and assessments.
- 4.4 This release and covenant of indemnification shall survive the termination of this Agreement.

**5.0 INSURANCE**

- 5.1 Where available, the Consultant must submit to the City, upon acceptance of its proposal, a Certificate of Insurance containing the following:
- a) Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the City as an additional named insured and a Cross Liability clause.
  - b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind to be used to carry out the Work.
  - c) Professional Liability Errors & Omissions insurance in an amount not less than \$500,000 per claim and minimum \$2,000,000 aggregate.
  - d) A provision requiring the Insurer to give the City 15 days' notice of cancellation or lapsing or any material change in the insurance policy.
- 5.2 The Consultant must provide to the City, prior to the commencement of the Services, a certificate of insurance or other evidence which satisfies the City that the required insurance has been acquired and is in force.
- 5.3 The Consultant is responsible for any deductible amounts under the policies. The cost of all insurance required by this contract shall be included in the Consultant's fees.



**6.0 CITY APPROVALS**

6.1 No reviews, approvals or inspections carried out or information supplied by the City or its employees derogate from the duties and obligations of the Consultant, with respect to the Services, and all responsibility for the Services is the Consultant's.

**7.0 TERMINATION**

7.1 At any time, in its sole judgment, the City may terminate the services of the Consultant in whole or part by giving 10 days written notice to the Consultant.

7.2 If termination is not for cause, the Consultant shall be paid at the rate prescribed for all services properly performed to the date of the delivery of the notice according to the terms of this Agreement, plus necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

**8.0 CONFIDENTIALITY**

8.1 The Consultant acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.

8.2 The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose it to any third party either during performance of the Services or after the Services have been rendered under this Agreement.

**9.0 OWNERSHIP OF DOCUMENTS**

9.1 All drawings, plans, models, designs, specifications, reports and other documents produced from the Services shall become the sole property of the City, and the City shall have the right to utilize all of them for its benefit in any way it sees fit without limitation.

9.2 If required by the City, the Consultant will assign any copyright of the product of the Consultant's services and will obtain similar assignments from the sub-Consultants.

**10.0 TIME**

Time is of the essence in carrying out the Services.

**11.0 RESOLUTION OF DISPUTES**

11.1 This Agreement shall be governed by the laws of the Province of British Columbia.

11.2 All matters in dispute between the parties in relation to this agreement shall be referred to the arbitration of a single arbitrator, if the parties so agree, or to three arbitrators failing such an agreement, in which case each party shall appoint one arbitrator, and the first two named shall choose the third arbitrator. Any arbitration shall be conducted in accordance with the Commercial Arbitration Act (British Columbia). The award and

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DRAFT AGREEMENT**

determination shall be binding upon the parties hereto and their successors and assigns.

11.3 The cost of arbitration will be borne equally by the parties.

IN WITNESS WHEREOF THE parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

The City of Campbell River

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AUTHORIZED SIGNATORY

\_\_\_\_\_  
WITNESS

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AUTHORIZED SIGNATORY

\_\_\_\_\_  
WITNESS

Consultant

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AUTHORIZED SIGNATORY

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WITNESS

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AUTHORIZED SIGNATORY

\_\_\_\_\_  
WITNESS