



4054P – Consulting Services for the Functional and Detailed Design of Intersection and Traffic Signal Improvements at No. 1 Road and Moncton Street

1. Introduction

- 1.1. The City of Richmond (the “City”) requires Transportation Engineering Consulting Services to prepare the Functional and Detailed Design of Intersection and Traffic Signal Improvements at No. 1 Road and Moncton Street (the “Consulting Services”). Consulting Services include substantial streetscape design to provide a special but compatible public realm character to the adjacent surroundings of Steveston Village. The City is in the process of engaging an artist (the “Artist”) for the design of a special pavement motif to be applied at the centre of the intersection on the roadway surface. The successful Proponent will be required to coordinate with the Artist on the conceptual design to develop the specifications and design drawings for construction of this design element.
- 1.2. The objective of this request for proposal is to provide the City with responses from qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

- 2.1. Proponents are requested to submit four (4) copies of their Proposal marked “4054P Functional and Detailed Design of Intersection and Traffic Signal Improvements at No. 1 Road and Moncton Street” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

Friday 12:00 Noon, local time, on November 12, 2010

- 2.2. All questions relating to this Request for Proposal (RFP) must be directed to Sumita Dosanjh, Buyer II – Contracting Specialist by email to purchasing@richmond.ca. Inquiries and responses relating to this RFP will be distributed by email to the invited proponents. It is the sole responsibility of each Proponent to ensure that they have received all amendments and addenda related to this RFP.
- 2.3. The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

- 2.4. Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 2.5. Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 2.6. Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the City of Richmond's Website (<http://www.richmond.ca/busdev/tenders.htm>), and/or BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) to ensure that all available information has been received prior to submitting a proposal.
- 2.7. Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 2.8. Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 2.9. A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 2.10. The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 2.11. The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 2.12. All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

3. Negotiations

3.1. The award of any contract is subject to negotiations with any Proponent. Such negotiations may include, but are not limited to, the following:

- i. Changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- ii. Price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- iii. Specific contract details as deemed reasonable for negotiation by the City of Richmond.

3.2. If a written contract cannot be negotiated within sixty (60) days of notification to the preferred Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the preferred Proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

4. Review of Proposals

4.1. The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.

4.2. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

4.3. Proposals will be reviewed on the following criteria:

- i. Methodology /understanding of scope of work,
- ii. Previous relevant experience,
- iii. Capability, Company and Team Lead experience
- iv. Fees
- v. Project Deliverables
- vi. References

4.4. Proponents may be scheduled for an interview at the discretion of the City.

5. Non-Conforming Applications

5.1. Proposals which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

6. RFP Process

6.1. The City may unilaterally take the following actions, and shall not be liable for any such actions:

- i. amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- ii. reject or accept any or all Submissions;
- iii. cancel the RFP process at any time and reject all submissions; or
- iv. cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

6.2. The Respondent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

7. Information Disclaimer

- 7.1. The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to the Service provider pursuant to this RFP.
- 7.2. The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 7.3. The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

8. Project Background

- 8.1. Please refer to the Terms of Reference attached as Appendix A to this Request for Proposal.

9. Project Schedule

- 9.1. The functional design, preliminary cost estimate and artist renderings need to be completed by December 17, 2010. The detailed design and final cost estimate is due on March 30, 2011 assuming Council approval to proceed to detailed design is obtained by January 30, 2011. A project schedule is to be submitted with the proposal.

10. Additional Information

- 10.1. Report to September 28, 2009 City Council meeting titled *Steveston Village Traffic and Parking Improvements – Proposed Recommendations* (dated August 31, 2009) – available at:
http://www.richmond.ca/cityhall/council/agendas/council/2009/092809_minutes.htm
- 10.2. Proposed conceptual design and No. 1 Road/Moncton Street Intersection Improvement Study (by Birmingham & Wood Architects & Planners/Aecom Canada Ltd dated June 10, 2009)
- 10.3. Steveston Conservation Strategy (adopted by Council June 15, 2009)
- 10.4. Relevant OCP sections pertaining to Steveston Village
- 10.5. Report to September 29, 2010 City Council meeting titled *Revised Implementation Strategy for Accessible Pedestrian Signal Devices* (dated August 25, 2010) – available at:
http://www.richmond.ca/cityhall/council/agendas/council/2010/092710_minutes.htm

11. Proposal Submissions

- 11.1. All proponents are required to provide the following information with their submissions, and in the order that follows:

11.1.1.1. Methodology

Describe the methodology you propose to use to deliver this project: what the key features are, what challenges you perceive, etc.

Provide a description of your understanding of the unique character of Steveston Village, including those outlined in the Steveston Conservation Strategy.

Provide a description of your understanding of the project objectives/ outcomes and vision, and how these will be achieved. Given your understanding of this project, what is

your proposed detailed program schedule. Identify milestones, key activities, project meetings, draft reports, presentation to Council, final report.

11.1.1.2. Capability

Provide a brief history of your organization, including date founded, ownership, and any subsidiary relationships or relationships with other.

Provide a list of relevant client references (at least 3, preferably public sector), including contact persons and telephone numbers. Relevant list should, if applicable, include at least 1 client in the municipal government sector. References to include owner's representative, contractor and client (i.e. Recreation) for each project listed.

Provide (including photographs if available) of similar projects carried out in the past.

Provide a description of the innovative thinking you will bring to this project.

Provide confirmation of your Project Team. Provide specific information regarding each team member's involvement. Provide a detailed listing of Project Lead's experience. Include relevant experience, qualifications, for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

11.1.1.3. Fee Schedules

Proponents are requested to include a Fee Schedule

- i. Fixed fee for the Consulting Services as outlined in Appendix A – Terms of Reference. Include in the fee schedule, a time allotment and fee breakdown for each identified task you propose to employ to carry out the work.
- ii. Clearly identify those services that are not included in the Fixed Fee.
- iii. Include a schedule of hourly rates for all team members to be applied for additional services and changes to the scope of work through the duration of the project.
- iv. Include an estimated schedule of disbursements and applied administrative overheads.
- v. Additional fees for presentation materials including perspectives, models, etc.
- vi. The selected Proponent/Consultant will not be entitled to any additional or extra fees or disbursements without the expressed written approval, properly authorized in advance by the City of Richmond.

11.1.1.4. Other

To aid in the Consultant evaluation and selection process and to ensure that all information is considered, please consider and comment on the following topics, issues, statements or questions in your Proposals:

- i. Include an Executive Summary providing a brief summary of the key points in your Proposal.
- ii. Include a complete definition of the process that will be employed to meet the objectives of this project, e.g. approach to be taken, feasibility and site studies.
- iii. Include a statement on contract compliance.

Budget

A budget of \$32,000 CAD has been allocated for the functional design of the intersection. Subject to Council approval of the functional design, a detailed design budget of \$72,000 CAD has been allocated for this part of the project. These amounts include all expenses and applicable taxes, including a final design drawings and all associated costs. All such costs shall not exceed the total combined amount. These amounts include allowance for the Consultant to work with the Artist when preparing the functional and detailed designs of the project.

12. Working Agreement

- 12.1. The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

13. Form of Agreement

- 13.1. The form of Agreement is attached.

Appendix A – Terms of Reference

1. Project Background

The intersection at No. 1 Road and Moncton Street is the gateway to the Steveston Village core area. Traffic, pedestrian and cycling volumes can be such that safety of all users is impacted by the intersection currently being controlled by 4-way stop signs. Public feedback over the years has suggested improvements are needed at the intersection to increase safety for pedestrians and better manage the increased flow of vehicular and cycling traffic through the intersection. To improve traffic operations and safety of pedestrians, Richmond City Council has directed staff to carry out implementation of signalization and raising of the intersection at No. 1 Road and Moncton Street. As well, to reduce the speed of motorists on the approaches to this intersection, three existing crosswalks in close vicinity of the intersection are to be raised.

2. Project Objectives

The goal of the traffic signal and raised ground plane at this intersection is to accomplish the following objectives:

- a. increase the safety of the intersection for pedestrians by alerting motorists to slow down as they approach the intersection;
- b. reduce confusion regarding the right-of-way of pedestrians, cyclists and motorists at the intersection;
- c. enhance the unique heritage character of Steveston Village; and
- d. create a special place-making landmark intersection that the community can be proud of.

The required design elements of the No. 1 Road and Moncton Street intersection are to include the following treatments to keep with the goals described above:

a. Traffic Signal Vehicle and Pedestrian Detection

The use of a video detection system for vehicles is required for the signal design. As well, the pedestrian crossing movements are to be controlled with Accessible Pedestrian Signal (APS) technology. APS specifications will be provided by the City. See also report to Council mentioned in section 10 Additional Information of this RFP. Examine if various signal timing plans, such as a “pedestrian scramble” is advisable for this location given the pedestrian/traffic characteristics and make recommendations.

b. Traffic Signal Equipment

Ornamental, coloured special traffic signal poles are to be provided as part of the design to give a distinctive Steveston Village colour and appearance of the traffic signal assembly and equipment. For example, colour treatment and display of a Steveston Village map, or similar, are to be developed for the signal controller cabinet. Coordination with the Artist obtained by the City may be required.

c. Materials

The intent of the materials design is to provide a pedestrian friendly and aesthetically pleasing textured surface. The use of “DuraTherm” material, or equivalent, is to be considered by the applicant and the durability and maintenance along with associated costs for the subject site are to be evaluated and presented to the City in a letter report.

d. Grading

Grading is to promote the sense that the intersection is an extension of the pedestrian realm. Two functional design options are to be prepared by the Consultant. The first option is a raised intersection to sidewalk level (as per Council’s direction) and the second option is a traditional intersection with sidewalks at curb level with alternate features to slow down traffic and enhance the pedestrian environment. Direction will be provided by Council as to which of these two options will proceed to the detailed design stage.

There are three existing crosswalks to be raised: No. 1 Road and Chatham Street, Moncton Street and Easthope Street and Moncton Street near Hayashi Crescent. The design of these crosswalks is to incorporate the design treatments outlined above for the No. 1 Rd./ Moncton Street intersection design.

e. Markings

The design approach is to avoid or minimize the traditional paint applications in order to retrieve some of the visual simplicity of the historic character. In place of markings, it is recommended to use contrasting materials with intrinsically contrasting visual characteristics.

f. Bollards

Bollards to separate traffic from pedestrian movements are required at the four corners of the intersection. The Consultant is to develop bollards that are functional and also represent the character of Steveston Village.

g. Artist’s Intersection Motif

An artistic element true to the character and history of Steveston Village is required to be incorporated in the intersection design. Asphalt surface treatment at the centre of the intersection and at the four crosswalks may be used for the design. An artist obtained by the City, will provide the conceptual design of the intersection motif. The Consultant is required to work with the artist in translating their image into the intersection layout; artist renderings, functional and detailed design and material and construction specifications are to be provided by the Consultant as well.

As part of the development of the above design elements and intersection treatments, the Consultant is to work in close consultation with the City and initially submit photographs and renderings during the early part of the design process for City review and approval of a preferred design concept prior to commencing the functional design work. The Consultant will be required

to provide research of a variety of construction materials and associated durability and maintenance costs for each option and make recommendations to city staff.

3. Project Scope

In advancing the intersection retrofit initiative noted above, the City of Richmond, is inviting qualified transportation engineering consultant to carry out the functional and detailed design. The scope of work in this study includes two main parts required to complete the streetscape design of the intersection and three raised crosswalk designs:

3.1. Part 1 – Functional Design

Part 1 shall focus on the conceptual rendering and functional design for the traffic signal and geometric enhancements for the No. 1 Road/Moncton Street intersection to improve the appearance of the intersection taking into account the gateway function of this intersection and the heritage characteristics of Steveston Village. The tasks and deliverables for Part 1 include, but are not limited to the following:

3.1.1. Intersection Capacity Analysis

- compile existing traffic information (counts, laning, etc.) and conduct intersection capacity analysis for the existing 4-way stop control intersection in terms of traffic capacity and vehicular queuing, safety and urban design treatment for the intersection. Compile and develop future traffic data for 2011 opening day of the proposed signalized intersection as well as 2021- 10-years after opening. The future traffic conditions shall include traffic anticipated from any future nearby developments and be generated by applying certain growth rates and information available. Refine the No. 1 Road and Moncton Street conceptual design based on findings, review with City staff and summarize in a letter to the City.
- Carry out traffic analysis of the intersection for all time horizons described above.
- Conduct a traffic signal warrant
- Provide an assessment of the findings (performance, etc) from the analysis and rationalize

3.1.2. Artist Rendering of Intersection

- provide and prepare digital presentation materials and graphic display panels as required summarizing the functional design.
- Prepare coloured three-dimensional artist renderings from the northeast corner of the intersection and from a bird's eye view perspective depicting the design elements of the intersection to accompany the functional design drawings. Provide digital presentation material and graphic display panels to the City.
- incorporate rendering of intersection motif (to be supplied by an artist obtained by the City) and provide material specifications, construction details and maintenance costs.

3.1.3. Functional Design and Preliminary Construction Cost Estimate

- In a letter to the City, identify all design elements and enhancements for the intersection design including defining intersection geometry; surface treatment, markings, ramp grades, etc. This submission shall also include photographs and renderings and any potential operational issues

associated with the provision of the proposed traffic signals at No.1 Road and Moncton Street and with the three raised crosswalks. Recommend mitigation measures if required. The letter is to also provide specifications of proposed materials and photographs of special intersection features and define vehicular detection system, vertical profile for the raised intersection option, signs, markings, roadway geometrics, bollard treatments, and decorative/artistic treatments to complement the traffic signal control and intersection layout and other ancillary features and associated costs to implement and maintain for each.

- Prepare 1:500 scale functional design drawings (in AutoCad) as per City's standard format for the proposed signalized intersection and raised crosswalks. Pavement marking and signage plans (under separate layers in AutoCad) shall be prepared to accompany the functional drawings. The drawings shall include, but not be limited to the following elements: property lines and road works with dimensions, removal and relocation of existing streetlights, sign posts and structures, road works, landscape, vegetation, utilities, and any other physical features, location of proposed traffic control devices, laning, markings, signage, signals, and other physical features, and incorporate the Artist renderings of intersection motif. Two options for the grading of the intersection are to be designed at the functional level, one for a raised intersection and one with the intersection driving surface maintained at the existing elevation.
- Identify the vertical profile and grades for the two options of raised and level intersection design. Prepare pros and cons list for each option.
- Prepare Class "C" cost estimates for the proposed signalized and raised intersection and the three proposed raised crosswalks and recommended traffic control measures and intersection enhancements. The cost estimates should also include costs to install new and/or remove/relocate any existing lighting, utility, traffic signage, markings, roadway geometrics and ancillary features, etc. and associated costs to implement and maintain.
- Prepare estimates of annual operating costs of the proposed traffic signals and raised intersection and design enhancements, including but not limited to: video detection system, pavement surface treatment, and markings, etc.

3.2. Part 2 – Detailed Design

Part 2 shall involve the detailed design for the intersection and the three raised crosswalks, including the following elements for construction. Part 2 of the project is subject to City Council approval and endorsement of the layout and design of the functional plan for the intersection. Part 2 includes, but is not limited to the following tasks and deliverables:

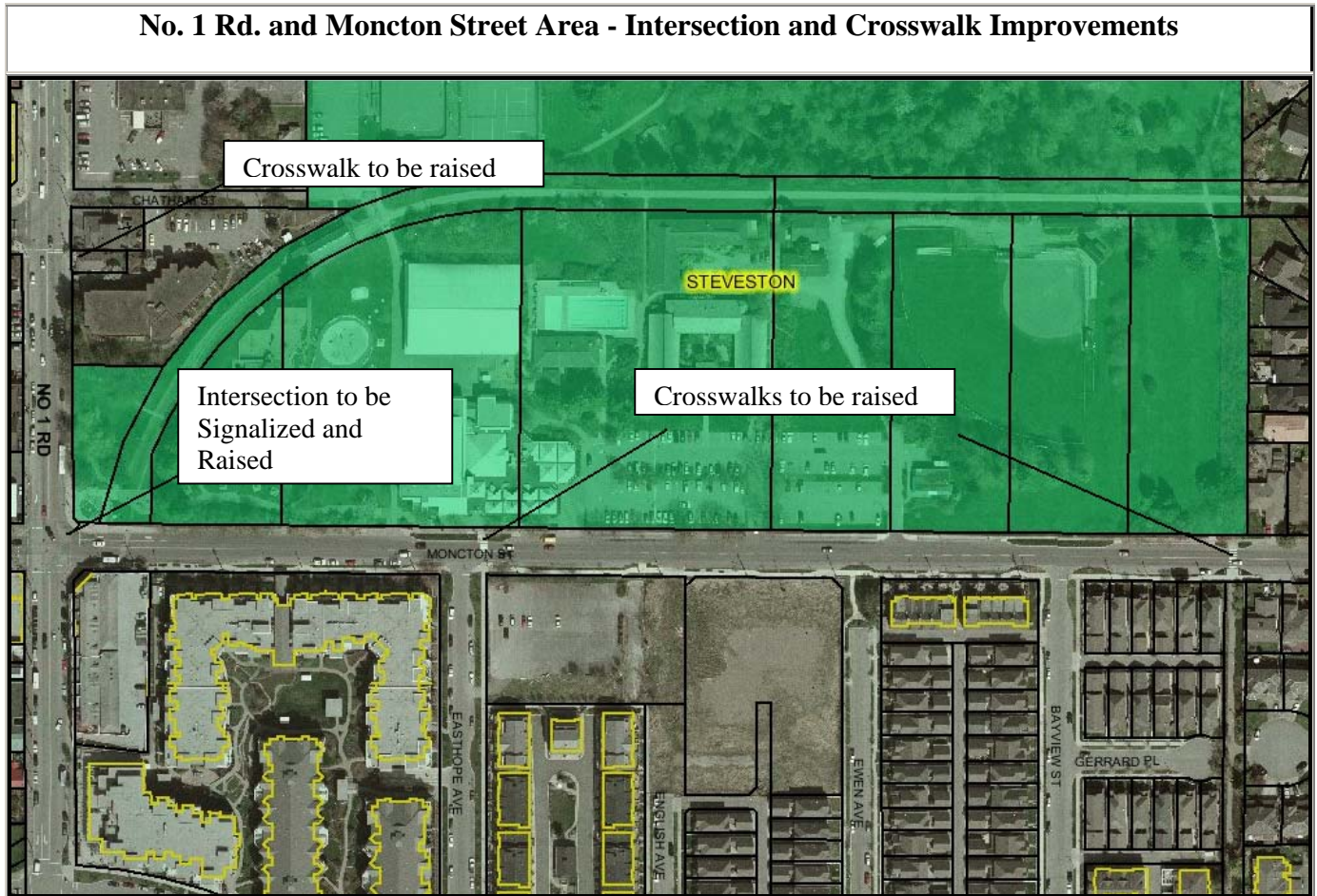
- prepare signal timing plans customized to reflect the significance of the new traffic signal in Steveston Village with a priority given to pedestrians and cyclists.
- final rendering of intersection motif complete with material specifications, construction details and maintenance costs.

- provide and prepare final digital presentation materials and graphic display panels as required summarizing the detailed design. This will include coloured three-dimensional bird's eye view rendering of the intersection design from the northeast corner of the intersection.
- prepare a detailed design (to 1:500 scale) of the No.1 Rd./ Moncton St. intersection based on direction from Council, along with a detailed cost estimate to construct the works including raising the three crosswalks (No.1 road and Chatham Road, Moncton Street and Easthope Street and Moncton Street and Hayashi Crescent intersection).
- Provide a detailed Class 'A' cost estimate
- Prepare engineering specifications suitable for tender
- Prepare digital detailed drawings that comply with the Richmond Drafting Standards January 2000 showing Civil works. Minimum of 2 sets of reviews, comments and revisions of the design drawings. Provide hard copies printed on vellum signed and sealed.
- Provide a detailed Class 'A' cost estimate
- Prepare engineering specifications suitable for tender
 - define the detailed intersection geometry
 - traffic signal design showing each traffic control signal and/or pedestrian crosswalk
 - video detection system
 - vertical profile for the raised intersection if this option is endorsed by Council
 - signs, markings, roadway geometrics and ancillary features and associated costs to implement.

3.2.1. Study Area

The study area includes:

- the intersection of No. 1 Road and Moncton Street:
- any advance signage to support the proposed improvements and changes to traffic regulations; and
- the crosswalks at No. 1 Road and Chatham Street, Moncton Street and Easthope Street and Moncton Street and Hayashi Crescent (to be raised if Option 1 is selected).



4. Work Items and Design Schedule

The consultant is required to carry out, but not limited to the following tasks related to this design according to the anticipated timeline noted:

Work Item	Date
1. Project initiation meeting including work program finalized	November 24, 2010
2. Intersection Operational Analysis	November 29, 2010 (week of)

3. Functional Design and Preliminary Cost Estimates	November 24 to December 17, 2010
4. Artist Renderings of Intersection	January 2011
5. Detailed Design and Final Cost Estimate	Jan 30, 2011 to March 30, 2011

5. Project Deliverables

- Bi-weekly progress meetings, including one to present the initial concept rendering to City. Minutes of the meetings to be prepared by the Consultant.
- Presentation of functional design to the City, including summary defining all design elements.
- Functional and detailed design drawings, and artist renderings including a reproducible original and electronic copy (compatible with City software e.g. AutoCAD, i.e. not pdf) of all work.

6. Work Program with Key Dates of Deliverables

A detailed work program schedule shall be included in the proposal. The functional design, preliminary cost estimate and artist renderings to be submitted by January 11, 2011. The detailed design, final cost estimate and engineering specifications to be completed by September 10, 2011. The proposed schedule will include meetings, milestone events and associated deliverables. A final presentation of the design by the Consultant is required in September 2011.

7. Budget Allocation

- Identify the budget allocation for each major task and milestone event within the work program as outlined in Section 5.
- ***Please note that the intent of this work program is sequential and performance based: invoice payment will be based upon receipt and approval by City Staff of specified deliverables, not on an automatic monthly basis.***
- ***Please note that fees (less Holdback and HST) will become payable on APPROVAL by City Staff of performance and/or receipt of the specified deliverables.***

8. Study Roles

8.1. City Team

The study shall be managed by the Manager, Transportation Planning or her designated representative, referred to as the **Project Manager** hereafter.

Input into the study process may also be provided by a City Team comprised of:

- City interdepartmental staff (e.g. Transportation, Engineering, Parks, Planning, RCMP)

The Project Manager will:

- manage the Consultant contract, work program and coordinate input from and meetings with the City Team;
- provide available City data, reports and maps;
- provide limited copying/printing service;
- assist in preparing maps and graphics for presentation purposes, and
- complete other tasks, as agreed.

8.2. Consultant

The Consultant will perform the Consulting Services as defined in this Request for Proposal. The Consultant is strongly encouraged to build into their work program a series of working sessions with City staff.



This Agreement dated the [] day of August, 2010, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

[]

(the "Consultant")

Whereas:

- A. The City is [] (the "Event or Project");
B. The City requires a [] the Event or Project:
C. The City issued a Request for Quotation [] for the supply and delivery of [];
D. The Consultant is willing and prepared to deliver [];

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

- a) The Consultant shall be responsible for the following as per Request for Quotation []/Proposal [] and the Consultant's submission dated [].

- []
[]
[]
[]
[]
[]



- b) The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

- c) In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$★ plus GST per ★ for the duration of the term of this agreement, but total amount of payments not to exceed \$★ plus GST.
- d) Once per month, commencing no sooner than ★, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ★ (the "Statement of Account").
- e) The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- f) The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- g) The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- h) The Consultant is responsible for meeting the following ★ targets:
★
- i) The Consultant agrees to comply with following project deadlines:
★
- j) The Consultant shall prepare a report to the City on a monthly basis indicating ★ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- k) The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- l) The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- m) The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- n) No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- o) The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- p) The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.

Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.

Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.

- q) The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- r) The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- s) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- t) Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

- u) The parties hereto agree that for all purposes hereunder the City shall be represented by the ☺.

10. Ownership of Products

- v) The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

- w) The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

- x) The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

- y) This agreement is valid for the period commencing ☼ and ending ☼ (the “Expiration Date”), or such later date as may be mutually agreed upon.

14. Termination

- z) Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks’ written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.
- aa) Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Notices

- bb) Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. Feminine/Masculine

- cc) Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. General

- dd) This Agreement may be amended upon mutual agreement of the parties in writing.
- ee) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- ff) This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

Consultant

City of Richmond