



Contract 3272P

CONSULTING SERVICES – FEASIBILITY STUDY FOR ADDITIONAL COMMUNITY SPACE IN HAMILTON

1. Introduction

The City of Richmond proposes to engage the services of a consultant to facilitate and document a detailed feasibility study for additional community space in Hamilton.

The objective of this request for proposal is to provide the City with 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

Six (6) copies of proposals marked “**Contract 3272P – Feasibility Study for Additional Community Space in Hamilton**” addressed to the Manager of Purchasing and Risk, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:00 pm on Monday, June 16, 2008. Submissions received after this time will be returned to the sender.

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.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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.

Proposals shall be open for acceptance for 90 days following the submission closing date. All proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act.

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, and / or BC Bid to ensure that all available information has been received prior to submitting a proposal.

3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Gillis
Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Lucy Tompkins
Acting Manager, Projects and Programs
Parks, Recreation and Cultural Services
City of Richmond

Telephone: 604-247-4611
E-mail: ltompkins@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication. Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

Except as expressly and specifically permitted in these Submission Details, 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 quotation each proponent shall be deemed to have agreed that it has no claim.

4. Project Background

In June 2007, Richmond City Council endorsed the Parks, Recreation and Cultural Services (PRCS) Facilities Strategic Plan. This plan addresses the long-term PRCS strategy for new facility development, as well as a strategy for replacing, retrofitting and upgrading existing buildings. The PRCS Facilities Strategic Plan identifies the need for additional community space in Hamilton as one of the top priorities. A feasibility study is now required as the next stage.

Hamilton is a growing community of about 4,500 residents that currently has around 2800 sq.ft. of community space within the Hamilton School. The community requires more space to meet current need, as well as to serve a population which is anticipated to grow to about 8,000 residents. While a full fledged community centre may not be justified due to the limited maximum population in this area, more space is needed than is currently available. The additional space could be provided in a number of ways, including, but not limited to:

- A new addition to the existing school.
- A new free standing building (on the school site or elsewhere).
- Lease and retrofit of space (within the adjacent shopping mall or elsewhere).

The City is currently aware of various needs in Hamilton, including those for multi-purpose space, health and fitness services, youth programming, seniors, educational, children's programming, child care, library services, community police services, and community gathering space.

5. Project Objectives

The feasibility study, once completed, will provide information on:

- Location.
- Facility planning and conceptual design (including a preliminary program, size and vision).
- Project budgets for planning, construction and operation.

The detailed feasibility study will refine the market area and community needs, analyze current and projected demographics, competition, propose the product formula and forecast usage. It will recommend a location, with consideration given to synergistic co-location opportunities. It will also recommend whether any of the facilities should be incorporated into another development (such as residential/townhouse) development, although this may not be possible given the small size of such developments in Hamilton. It will determine potential financial impact (both capital and operating), outline potential funding sources, and provide planning parameters such as total land size needed, best location, and types and sizes of spaces required. A schematic design for the facility will be provided, and the level of detail under types and sizes of spaces required will include:

- Types of activities each space can accommodate.
- Unique features to the spaces¹.

6. Project Scope

To develop a detailed Feasibility Study for PRCS that is compatible with the City's Official Community Plan (and the Hamilton Area Plan in particular), PRCS Master Plan, 2001 Community Needs Assessment², PRCS Facilities Strategic Plan, the Child Care Needs

¹ For example, 'wet room' for crafts, coffee service counter, preschool bathrooms, specified flooring (wood sprung floor), mirrors, outside access, etc.

² An updated PRCS Community Needs Assessment is currently being undertaken. The purpose of this study is to gain an in-depth understanding of the parks, recreation and cultural program and service needs in each of Richmond's eight PRCS Service Areas (of which Hamilton is one). The results of the first phase (a city-wide survey of residents) will be available in August 2008. The second phase of the survey (focus groups) will be undertaken in Fall 2008.

Assessment 2001³, the PRCS Older Adult Service Plan (Active and Healthy Living in Richmond), draft PRCS Youth Service Plan (Where Youth Thrive) and other relevant documents. The City's Sustainable 'High Performance' Building Policy also needs to be taken into consideration in facility development. These documents can all be found on the City's website at www.richmond.ca.

The feasibility study also needs to take into account strategic plans and planning initiatives of other agencies, such as School Board No.38 (Richmond) and Vancouver Coastal Health (Richmond Health Services). The implications of demographic trends and profiles⁴ need to be fully understood and the consultants need to be cognisant of this fact in terms of the public participation process:

- Richmond is ethnically diverse (it has the highest proportion of foreign-born residents among all of Canada's municipalities, with 57% of its residents born outside of Canada).
- Nearly 9% of Richmond residents have no knowledge of the English language.

Being a municipal facility, any additional community space in Hamilton will provide public-sector programs and services. They are therefore developed for the 'public good' and to assist the City in fulfilling its vision to be the *most appealing, liveable and well-managed community in Canada*. Facilities must be economically, socially and environmentally sustainable⁵. One of the key goals is to meet community need, and so some programs will be provided at subsidized rates, with consideration given to the social return on investment, as well as other measures.

Having said that, it is important that public-sector facilities undergo a similar level of rigour to any private sector facility in assessing their viability and feasibility. It is the quality of the feasibility study that ultimately can determine the success of the project – from a financial, operating and community stand-point. While some of the 'bottom-line' measures may be different, the process for assessing both public and private sector recreation facilities are similar.

Public participation is a crucial element in undertaking feasibility studies for community facilities. As part of the study, public consultation must take place to determine the precise scope and needs of the community. The involvement of PRCS partners⁶,

³ The Child Care Needs Assessment is also being updated in 2008 (July to December 2008). This is a city-wide study, and will include Hamilton. It is not known at this stage whether any results will be available to help inform the feasibility study. However, the need for child care (infant/toddler, pre-school and out-of-school care) is known to be an important need in the community.

⁴ Custom geography data from the 2006 Census (i.e. data broken down into each of the 8 PRCS Service Areas, including Hamilton) will be available from Statistics Canada by July 2008.

⁵ On March 12 2007, Richmond City Council adopted an enhanced sustainability initiative, using the concept of Triple Bottom Line to evaluate major City projects and initiatives.

⁶ PRCS works with a wide range of partners, stakeholders, community groups and advisory boards, including (but not limited to) Vancouver Coastal Health, Richmond School District No.38, RCMP, Community Associations (e.g.

community groups, stakeholders and residents, along with other organizations in the community with an interest in the outcome, will be crucial to the success of the project. It is important that the consultant recommends a variety of ways to effectively and meaningfully involve stakeholders. This may include an appropriate mix of the following: interactive project website, focus groups, community workshops or open houses, questionnaire surveys, and on-line discussions forum.

Public input would likely be around:

- Identification of community needs.
- Giving feedback about recreation and programming priorities and facility spaces.
- Providing commentary on site location criteria.
- Providing input on co-location and synergistic opportunities.
- Providing feedback on opportunities to incorporate projects into mixed-use development opportunities.
- Commentary and feedback on preliminary design concepts and draft recommendations.

The following tables show the major components that the feasibility study should include. This is not meant to be too prescriptive (and consultants are encouraged to identify areas where they can add value, or recommend a better approach), but is given as an indication of the general scope of work expected.

Stage 1: Market Analysis and Community Need		
<i>Task</i>	<i>Description</i>	<i>Output</i>
Market Area definition	Market area established and mapped. Depends on: size of facility, length-of-stay & per-capita spending, competition, facility location, visibility & accessibility, patterns of travel, facility location with respect to nodes of shopping and other community/social services, psychological barriers (geographic features, socio-economics, adjacent uses)	<ul style="list-style-type: none"> • identification of market area • definition & character of market area population, including demographics, lifestyle clusters and socio-economics
Demographics	Careful analysis of demographics in terms of how they relate to market demand, attendance, financial feasibility and product design.	<ul style="list-style-type: none"> • breakdown of population into appropriate segments to determine
Community Needs & Trends	Assessment of current trends (secondary research) and community need (primary research). Some information will be available from updated Community Needs Assessment. SEL analysis could be undertaken.	

Hamilton Community Association), , Minoru Seniors Society, Richmond Fitness & Wellness Association, Richmond Seniors Advisory Committee, Boys and Girls Club of Richmond and Delta, Richmond Youth Services Agency, Richmond Addiction Services, Volunteer Richmond Information Services, Richmond Sport Council, Disability Resource Centre, Richmond Chinese Community Society, Richmond Intercultural Advisory Committee, S.U.C.C.E.S.S., etc.

Stage 1: Market Analysis and Community Need		
Competition	An analysis and inventory of existing provision is essential. This does not imply that the City is in ‘competition’ with the private sector, but the feasibility of a new public facility cannot be examined in a vacuum. Demand for recreation facilities is ‘elastic’ i.e. the more a facility matches the values, tastes and needs of its target market, the more frequently the market will use it. City’s goal is to increase physical activity 20% by 2010.	<p>potential users</p> <ul style="list-style-type: none"> estimates of numbers of users identification and impact of competition (public & private)

Stage 2: Concept Development & Preliminary Space Planning		
<i>Task</i>	<i>Description</i>	<i>Output</i>
Vision Development	A vision needs to be developed as a guiding framework for the development of the new facilities.	<ul style="list-style-type: none"> recommended vision for each facility
Concept Development (Product Formula & Preliminary Programming)	This is about ‘crafting the facility’ to suit the market. There are dangers in applying a ‘standard generic mix formula’. The Product Formula is more than just ‘product mix’ or types of program spaces, but it addresses ‘guest experience’ (e.g. programming elements, types of admission, level of finish, specific design considerations for targeted programming). All the broad product specifications that need to be met during subsequent design and development stages. <i>The goal is to maximize the use of space and look at shared spaces.</i>	<ul style="list-style-type: none"> development of each facility’s concept and recommended project mix (preliminary space planning). preliminary programming preliminary minimum building and land size required
Operating Capacity	Physical size of the facility (and each space within the facility) is important. Sizing the facility to match attendance is critical to success.	

Stage 3: Site Selection		
<i>Task</i>	<i>Description</i>	<i>Output</i>
Site Identification	Identification of suitable sites within the Hamilton area.	<ul style="list-style-type: none"> list of suitable sites set of criteria for site selection
Site Criteria and Evaluation of Options	Location plays an important role in the facility(s) meeting needs of the community. Site evaluation criteria to be developed. May include: size, orientation to primary market(s) co-location opportunities, accessibility by transit/pedestrians/bike, parking, constraints, visibility, zoning and adjacent properties, cost/availability, infrastructure, environmental issues/cost impacts, proximity of complementary/competitive facilities, etc.	<ul style="list-style-type: none"> public involvement recommendation on preferred site(s)

Stage 4: Space Planning & Economic Feasibility		
<i>Task</i>	<i>Description</i>	<i>Output</i>
Design Concept Plan & Space Needs Program Development.	<p>A design concept plan is vital to verify that the product specifications and program elements will actually fit on the site identified. A range of options for basic facility design and general conceptual plans should be provided. Consideration should be given to facility designs that are energy efficient, environmentally friendly, socially inclusive and financially sustainable.</p> <p>Public involvement in developing a space needs program (facility</p>	<ul style="list-style-type: none"> recommended mix of recreation and other program elements recommended facility size conceptual floor plan detailed Program

Stage 4: Space Planning & Economic Feasibility		
	<p>components and programming) is key. Alternatives and options need to be explored.</p> <p>Program Development (space needs program)– development of a detailed <i>Program Spaces spreadsheet</i> (size, use and main elements). This Preliminary Space planning will be built upon as the project proceeds post-feasibility into design development and construction drawing phases (with greater attention and detail given to the design specifics and amenities for each space).</p> <p>Transportation and parking strategies must be considered.</p>	<p>Spaces spreadsheets</p> <ul style="list-style-type: none"> • conceptual plans of sufficient detail to permit preliminary construction estimates • final building and land size requirement
Cost Estimates	<p>A preliminary cost estimate is developed based upon the concept plan, with a cost consultant providing third party cost estimates to ensure it reflects accurate local building costs. Costs based on a square-footage can be unreliable, so should be detailed estimates based on the unique nature of each project. Need to consider the full spectrum of costs: site acquisition, site preparation, utilities, landscaping, etc.</p>	<p>Capital Cost</p> <ul style="list-style-type: none"> • land acquisition • construction costs • FF&E • soft costs • contingency
Financial Feasibility	<ul style="list-style-type: none"> • Attendance Projections (To be more detailed than projecting an overall rate of attendance based on the entire population. Should focus on the targeted (niche) markets and determine attendance by age and group for each activity). • Revenues (Calculated based on attendance for project components and for different niche markets. There is a danger in basing revenue projections on a generic industry standard multiplied by overall attendance). Revenue projection model and pricing structure to be provided. • Expenses (Based on product specifications, not industry average). • Staffing structure and requirements • Operating budget (staffing, supplies, operations, services, etc) • Capital replacement/improvements, FF&E, equipment, etc • Financing Plan – investigation of creative financial options for construction, funding and operation of the facilities and recommended approach. • Viable alternatives for facility ownership, operation & management. 	<ul style="list-style-type: none"> • 5-year operating pro-forma (revenues & expenditures) • on-going capital costs for maintenance • funding and financing options • implementation strategy and schedule • next steps

7. Project Outcome

Clear recommendations on the location, scale, costs (capital and operating for space programming) for additional community space in Hamilton in order to provide a staff recommendation to Richmond City Council no later than December 31st 2008.

8. Consultant Responsibilities

- Outline the process and schedule for the Feasibility Study, including proposed consultation with stakeholders.
- Undertake feasibility study according to agreed upon process and schedule.
- Attend client meetings as required (at least one progress meeting per month).
- Provision of monthly progress reports.
- Preparation of all graphic and presentation materials (for public consultation and Council committees).
- Preparation and cost of media and advertising required for public consultation.
- Submission of draft Feasibility Study report for review, and incorporation of changes.
- Conduct a public process to gather information from the general public about the draft Feasibility Study, in particular areas concerning community needs and siting.
- Submission of final reports in both hard copy (four copies) and electronically (digital format and PDF suitable for website posting).
- Attend Committee and/or Council for presentations as requested by staff.

9. City Provided Items

- Access to existing resources and documents.
- A staff team to work with consultants.
- Stakeholder and other community contacts as required.
- Administration assistance with organising community consultation events.
- Review of draft reports.
- Meeting space.

10.. Budget

A budget of \$50,000.00 Canadian, including all applicable taxes, has been assigned to this project, including the final reports and all associated costs.

11.. Project Schedule

The project is to be completed by December 31st 2008, with work commencing in July 2008. A detailed project schedule is to be submitted with the proposal. Community consultation should not be scheduled in July or August.

12.. Proposal Submissions

All proponents are required to provide the following information with their submissions, in the order (and using the headings) that follows:

- **Executive Summary** – providing a summary of your overall approach and key points in your proposal. This should be a maximum of one page.
- **Project Team Composition.** A complete listing of all key personnel who will be assigned to this project. This will include roles and responsibilities, leadership, and their availability for this project. A description of each team member’s Recreational Facility Feasibility Study and related experience is required. It is recognised that the project team will likely be a consortium of people from different firms. The experience and project list should be specific to each person on the team, rather their firm’s experience. Resumes should be included as an Appendix.
- **Project Background, Objectives and Scope.** A description of the consultant’s understanding of the project objectives/outcomes, vision and scope. This should be a maximum of one page.
- **Proposed Methodology.** A detailed project methodology explaining each project task, including what will be expected of both the consultant and the City with respect to each task, and how the tasks achieve the project objectives/outcomes. This section should clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.
- **Project Schedule.** A detailed schedule of all activities, including milestones, project meetings, public consultation strategy, progress reports and draft/final reports required for this project.
- **Budget / Fee Schedule.** Provision of a priced methodology complete with a time allotment for each identified task (including a time allocation for each team member broken down according to each task) that you propose to employ to carry out the work. This shall form the basis for payments to the successful proponent. Supplement this with a schedule of hourly fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed. The fee schedule should be submitted in the following format:

Hourly Rates	
Project Member 1	\$#
Project Member 2	\$#
Project Member 3, etc	\$#

Professional Time Allocation				
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3 etc</i>	<i>Total</i>
1	# hours	# hours	# hours	# hours
2 etc	# hours	# hours	# hours	# hours
<i>Total</i>	<i># hours</i>	<i># hours</i>	<i># hours</i>	<i># hours</i>

Professional Fees Allocation				
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3 etc</i>	<i>Total</i>
1	\$#	\$#	\$#	\$#
2 etc	\$#	\$#	\$#	\$#
<i>Total</i>	<i>\$#</i>	<i>\$#</i>	<i>\$#</i>	<i>\$#</i>

Total Professional Fees	\$#
Estimated disbursements (expenses)	\$#
Subtotal Fees and Disbursements	\$#
Estimated GST (5%)	\$#
Total Fees, Disbursements and Taxes	\$#

- **Client References.** A minimum of three (3) client references from recent projects of a similar size and scope.

13. Working Agreement

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.

Proponents may include their standard terms of engagement.

The City of Richmond reserves the right to accept or reject all or part of any Proposal including, but not limited to, the right to request a change of a specific individual sub-consultant(s) or sub-consulting firm(s) and/or to substitute or add individual team members.

The successful proponent, as prime consultant, shall not (without the written consent of the City of Richmond) change, substitute any team member or sub-consultant or assign the benefit of or delegate its obligations under this Request for Proposal in whole or in part once the final team composition is determined and the Proposal for Services is submitted.

13. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance, but not limited, to the following criteria:

Overall Approach

- Understanding of project objectives/outcomes and vision.
- Acceptable milestones, project schedules and deliverables.
- Incorporation of sustainability concepts.
- Compliance with RFP, quality and clarity of proposal.

Methodology

- Market analysis and community need.
- Concept development and preliminary space planning.
- Site selection.

- Space planning and economic feasibility.
- Approach to stakeholder involvement and working with the community.

Capability

- Project manager experience (relevant nature and scope).
- Team composition and quality – design team.
- Team composition and quality – recreation team.
- Team composition and quality –support team members.
- Appropriate allocation according to staff capability.

Other

- Interview (if required).



City of Richmond
Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

3272P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	



This Agreement dated the ☼ day of May, 2008, 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

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼
- f) ☼

- g) ✪
- h) ✪

1.2. 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

- 2.1. 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.
- 2.2. 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").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. 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

- 3.1. The Consultant is responsible for meeting the following ✪ targets:
 - ✪
- 3.2. The Consultant agrees to comply with following project deadlines:
 - ✪
- 3.3. 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

- 4.1. 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

- 5.1. 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

- 6.1. 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.
- 6.2. 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

- 7.1. 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

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. 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.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. 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

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

10.1. 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

11.1. 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

12.1. 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

13.1. 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

14.1. 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.

14.2. 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

15.1. 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

16.1. 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

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. 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.

17.3. 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