



City of Courtenay

Request for Statement of Qualifications Q20-05 Engineering Consulting Services

May 14, 2020

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SUMMARY OF KEY INFORMATION

| | |
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| RFSOQ Reference | Q20-05 Engineering Consulting Services |
| Overview of the Opportunity | The purpose of this RFSOQ is to select professional, qualified, and experienced consulting firms to provide engineering services related to the planning, design, construction, and management related to municipal engineering works. |
| Questions? | Questions are to be submitted in writing, quoting the RFSOQ number and name, and sent to email purchasing@courtenay.ca . |
| Addenda | Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids |
| Closing Date and Time | 2:00 pm Pacific Standard Time Thursday, June 4, 2020 |
| Instructions for Submission | Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca 1. In the subject field enter: RFSOQ Number and Name 2. Phone 250-338-1766 Ext. 7629 should assistance be required |
| Participation | The guidelines for participation that will apply to this RFSOQ are included in this RFSOQ. |
| Obtaining RFSOQ Documents | RFSOQ documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids |

1.0 INTENT

The City of Courtenay invites Statements of Qualifications (RFSOQ) for pre-qualification of engineering consulting firms for the provision of general engineering services for the planning, design, construction and management related to engineering works and services. The City intends to create a shortlist of professional consulting firms to submit competitive informal request for proposals for a contract period of three (3) years, with an option to extend the contract for up to two additional 1 year terms.

Interested firms must demonstrate their ability to achieve a high standard of quality in the provision of engineering services to projects of various nature, size, and complexity. Statements of Qualifications must include:

- A corporate summary;
- Areas of expertise requested in this RFSOQ;
- Outline of staff resources;
- Project approach and measurable effectiveness;
- Municipal project experience; and
- Resumes of key personnel applicable to this RFSOQ.

The City is interested in Consultants who have a particular expertise or interest in one or more of the four (4) key areas in which engineering and urban planning support is needed below:

- Strategic/Asset Planning and Modelling Services
- Infrastructure Design and Construction Administration Services
- Environmental Assessments and Permitting
- Archaeological Consulting Services

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFSOQ is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFSOQ documents directly. No registration, tracking or other recording of RFSOQ documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

“City” means the City of Courtenay;

“Contract” means the written agreement or purchase order resulting from this RFSOQ awarded to and/or executed by the City and the successful Proponent(s);

“Contract Documents” means the Request for Statement of Qualifications documents, that part of the Submission which is accepted by the City, the purchase order and executed agreement, and all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“Consultant” means the successful Proponent to this RFSOQ who enters into a written Contract/agreement or purchase order with the City.

“Council” means the City of Courtenay Council;

“must”, “mandatory”, “required”, means a requirement that must be met in order for a Submission to receive consideration;

“Proponent” means a party, a company or an individual that has obtained a copy of this RFSOQ and submits, or intends to submit, a Submission in response to this RFSOQ;

“Submission” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFSOQ;

“RFSOQ” means Request for Statement of Qualifications;

“should” or **“desirable”** means a requirement having a significant degree of importance to the objectives of the RFSOQ;

“Services” means and includes anything and everything required to be done by the Consultant for the fulfillment and completion of the contract as described by this RFSOQ.

“Sub-consultant” means a sub-consultant having a contract with the Consultant for the performance of any part of the work;

4.0 BACKGROUND

The City of Courtenay

The City was incorporated in 1915 with a population of 700 and has grown to include an area of over 3,200 hectares. Courtenay's population is 25,599 (2016 Census Canada) which makes it the largest municipality in the Comox Valley.

Providing cost-effective services to a growing community with aging assets has become a central theme for the City in recent years. Initiatives that demand staff time are varied and often times they require an in-depth understanding of the implications for service delivery and funding. Responding to and leading these initiatives requires supplemental technical support, especially if they are to be delivered to the same high level of standard that both staff and local citizens expect.

Vision and Strategic Goals

The City's vision, as articulated in its Official Community Plan (last updated in 2013), is to be the most liveable community in British Columbia. The City sees itself as having:

- A focus on organizational and governance excellence
- Proactive planning and investment in our natural & built environment
- Active pursuit of vibrant economic development
- Planning and investment in methods of multi-modal transportation
- Support of diversity in housing & reasoned land use planning
- Continual investment in our key relationships.

This vision provides focus for public service delivery, of which engineering services such as roads, transportation networks, sanitary sewers, drinking water, and stormwater are key components. Focus for these services is further provided by strategic goals, which for the past two years have included the following that are highly relevant to engineering services:

- Demonstrate leadership in environmental management;
- Ensure infrastructure is sustainable;
- Provide proactive leadership for growth management;
- Advocate high standards of design and community aesthetics;
- Promote community engagement;
- Support community initiatives and distinct neighbourhoods;
- Encourage regional partnerships;
- Develop accessible, convenient, usable parks and green space; and
- Promote healthy lifestyles.

Engineering Projects

Guided by these strategic goals and the City's vision, staff implements various projects on behalf of Council and citizens, which have included (but are not limited to):

- Expansion of commercial land base with addition of multiple retail centres;
- Completion of multiple civic projects in the downtown core which included the library, fire hall, museum and other community halls, multiple playground and park projects,
- Boundary extensions of over 1000 hectares;
- Citywide asset management policy and programs;
- Creation of an improved land development procedures policy; and
- Annual capital budgets of approximately \$15.0 million.

In collaboration with the Engineering Department, Public Works Department and other departments as required, the successful Proponent will build on the successes of these past projects towards achieving the community's goals.

5.0 SCOPE OF WORK

Services and Methods

The range of issues and projects in Courtenay is broad and at times also quite detailed; therefore, consider this list of services to be preliminary. Proponents must apply individually to these key areas of expertise and communicate their experiences in a categorized manner that aligns with the following descriptions (at minimum); however, submissions may also include descriptions of other consulting services.

1. **Strategic/Asset Planning Services:** providing technical services for mid and long-range engineering studies covering topics such as municipal master plans, sanitary, storm, & water modelling, servicing plans, stormwater management & ISMP's, dike planning or reviews, traffic modelling and studies, and asset management. Some examples include: model updates, integrated town centre servicing strategies and/or capital plans, feasibility or functional studies, ISMP development or updates, master drainage plans, risk analysis, development of utility asset management/ renewal plans, maintenance practices, and procedures to support operations (water, sewer, storm, transportation, etc.), etc.
2. **Infrastructure Design & Construction Administration Services:** providing technical services for conceptual (options analysis), preliminary, and detailed design and construction contract administration, and warranty period, on projects involving municipal utilities/infrastructure; road, surface and bridge rehabilitation and improvements, and general municipal infrastructure. Some examples include: full road construction or reconstruction; municipal water system engineering including pressure reducing or supplementing station; sanitary sewer network engineering including pump stations and SCADA systems; stormwater system engineering including the municipal minor systems, ponds, watercourses, culverts, and headwalls; road rehabilitation and intersection improvements; bridge rehabilitation or design; traffic signals and street lighting; active transportation design; erosion protection works; etc.

Proponents submitting an RFSOQ in this category should indicate any in-house expertise or experience coordinating sub-consultants in fields such as archaeological, environmental, geotechnical, structural, electrical, landscape consulting, or any other fields commonly required to support projects of this nature.

3. **Environmental Assessments and Permitting**: providing technical services for review, study, and permitting of environmentally sensitive projects. Some examples include: assessment and analysis of creeks/riparian areas, fish, and wildlife, protected species monitoring, water quality monitoring, contaminated site evaluation, environmental planning, greenhouse gas adaptation plans, invasive species evaluation, etc.
4. **Archaeological Consulting Services**: providing technical services for review, study, and permitting of archaeologically sensitive projects. Some examples include: archeological impact or overview assessments, preliminary field reconnaissance, permit application, site monitoring, excavation and systematic data recovery, traditional knowledge reports, archival research, etc.

Within each category of expertise, Proponents shall specify which areas of engineering they are best-suited to perform, and upon prequalification, will be invited accordingly.

In addition to providing technical engineering skills, the City is also interested in evaluating the Proponent's overall approach and style for delivering projects and services.

Information Resources

The service delivery context is explained in further detail within local bylaws, policies, standards, legislative documents and service descriptions, most of which are available online at www.courtenay.ca. Some information regarding regional services and plans that affect City operations can also be found at www.comoxvalleyrd.ca . A truncated list of information resources that are available online is listed here:

- 2019 Transportation Master Plan
- 2019 Parks and Recreation Master Plan
- 2019 Cycling Network Plan
- 2011 Regional Water Supply Strategy (Comox Valley Region)
- 2011 Sewer Master Plan (Comox Valley Regional Sewer Strategy)
- Floodplain Management Bylaw
- 2005 Official Community Plan Bylaw No. 2387 and Appendices (2016)
- 2007 Zoning Bylaw 2500
- 2018 Subdivision and Development Servicing Bylaw 2919
- 2019-2022 City of Courtenay Strategic Priorities
- 2019 Courtenay Urban Forest Strategy
- 2010 Comox Valley Regional Growth Strategy Bylaw 120

Proponents are invited to become familiar with these documents while preparing their submissions.

6.0 SUBMISSION FORMAT

Please include descriptions and references that support the Proponent’s capabilities in providing engineering consulting services in the following format. Submissions will consist of a Cover Letter, Overall Corporate Summary, and a delineated Submission Form (see Appendix A) for each area of expertise, along with supporting information such as sub-consultant information, personnel resumes, project briefs, and legal documentation appended to the Submission.

Cover Letter

Cover letter (1-page) containing company name, contact name, address, phone number, fax number and email address are the minimum requirements, and which branch of the company the primary contact is located at.

Overall Corporate Summary

Overall Corporate Summary (10-pages or less) containing an overview of the Proponent. Summary shall contain the company background, structure, and ownership details, along with the annual value and number of relevant engineering assignments typically undertaken.

This section should highlight the Proponent’s safe practices and track record, its sustainability and environmental awareness, and its ability to provide or discover value-added services, providing a list of illustrative examples undertaken for specific projects that are quantifiable.

Submission Form - Delineated

Submission form to be submitted separately for each area of expertise. See Appendix A for Submission form.

7.0 INSTRUCTIONS TO PROPONENTS

1. An electronic submission of the Submission in .pdf format must be submitted to: **“purchasing@courtenay.ca”** no later than 2:00pm PST, Thursday, June 4, 2020, the RFSOQ closing date. The email subject line shall read **“Q20-05 Engineering Consulting Services”**.

It is the sole responsibility of the Proponent to ensure that their Submission is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All Submissions must be signed by an authorized Proponent representative.

Submittal of a Submission indicates acceptance by the Proponent of the conditions contained in this RFSOQ, unless clearly and specifically noted in the Submission.

2. Questions may be submitted in writing up to 2 business days prior to the RFSOQ Closing Date quoting the RFSOQ name, number and contact person below, and sent to email **purchasing@courtenay.ca**.

Bernd Guderjahn, SCMP
Manager of Purchasing, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

3. Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a Submission and accept that Submission.

8.0 EVALUATION CRITERIA

1. General

- a. An evaluation committee made up of City staff will be reviewing Submissions.
- b. The City reserves the right to award the contract to other than the lowest cost Proponent.

2. Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the Submissions and will evaluate them based on “best value” using the following criteria.

Evaluation Criteria

a. Mandatory Requirements

- Be registered as a practicing professional engineer or geoscientist, registered environment professional, or registered consulting archaeologist in the Province of BC;

b. Core Team Experience and Qualifications

- Core team member’s position within the firm. Provide resumes of each proposed core team member. List professional credentials and affiliations.
- Core team’s leader. A single point of contact is required for this assignment.
- Each core team member’s roles and responsibilities.

- Core team’s experience working together on similar types of assignments or projects.

- Core team members' capacity (percent of time) available over the next year that can be made available to service the City.
 - Proposed sub-consultants, if any.
- c. Approach to Project Management and Effectiveness
- The Proponent's project management approach and team organization during programming, design and construction phases.
 - Systems used for planning, scheduling, estimating and managing design and construction services.
 - Proponent's experience with quality assurance and control (QA/QC)
 - Proponent's experience with dispute resolution.
 - Proponent's experience in delivering services on time in a manner that suits the needs of the City.
 - Experiences or methods that confirm the quality and value of work.
 - Statement regarding your assurance that this engagement will not result in any conflicts of interest.
 - Proponent's capacity to undertake assignments & availability of resources.
 - Proponent's safety record.
- d. Relevant Project Experience and Past Performance
- Firm's overall reputation, service capabilities and end product quality as it relates to this RFSOQ.
 - Firm's ability and success at creating, growing and maintaining client relationships; the Firm's business and communication style; and approach to assignments.
 - Comparable experience with standing service agreements.
 - Firm's capacity, experience and management approach in addressing tight project timelines and/or last minute requests for support.
 - Comparable professional services provided by the firm, or project work, that is currently in progress; including the firm's role. For each assignment, include contract value; construction value; (original value plus contract amendments); owner; location; contact name and title, address, telephone number, fax number and email address.
- e. Social and Environmental Sustainability
- Social and/or environmental sustainability initiatives the firm has engaged in.

- Notable examples of social and environmental awareness the firm has brought to past projects.
- f. Value Added Benefits
- Proponent’s proven ability to identify value added work.
 - Notable examples where value added benefits and innovative or creative solutions the firm has brought to past projects.
- g. Local Area Experience
- Proponent’s familiarity with the City of Courtenay and its immediate surrounding areas, including knowledge of the existing infrastructure in place and of its future infrastructure needs.
 - Notable project examples the Proponent and/or its core team has performed within the City and/or its immediate surrounding areas.
 - Staff on-site response time and availability for local area projects.
- h. Financial Comparison
- Proponent’s hourly unit rates for each classification of technical staff.
 - Technical staff classifications and their descriptions shall be based on the Association of Consulting Engineering Companies of British Columbia’s 2020 Consulting Engineers Fee Guideline, and should be generally considered:
 - E5* – Managing Engineer / Review Engineer
 - E3 – Project Manager / Lead Engineer
 - E2* – Assisting Engineer / EIT
 - T4 – Project Technologist
 - T2* – Draftsman / Field Review Personnel
- * Denotes categories not required to be reported for Environmental Assessments and Permitting nor Archaeological Consulting Services categories.
- Unit rates shall be valid for 12 months from the time of RFSOQ award date.

Table A

| | | |
|--|--------------------|----|
| a. Mandatory Requirements | | |
| Consulting engineer meets the mandatory requirements associated with the RFSOQ | Yes | No |
| b. Core Team Composition and Qualifications | Maximum Score - 25 | |
| c. Approach to Project Management and Effectiveness | Maximum Score - 20 | |
| d. Relevant Project Experience and Past Performance | Maximum Score - 25 | |
| e. Social and Environmental Sustainability | Maximum Score - 5 | |
| f. Value Added Benefits | Maximum Score - 5 | |
| g. Local Area Experience | Maximum Score - 10 | |
| h. Financial Comparison | Maximum Score - 10 | |
| Grand Total | 100 | |

3. Interview

Upon request by the City, qualified Proponents may be required to provide an interview of their capabilities. The interview shall be used to supplement and/or clarify the original evaluation matrix, which the City may update thereafter.

4. Agreement

Successful Proponents will be required to enter into a formal agreement with the City prior to their initial project assignment.

The City makes no representation of any kinds as to the volume of projects or other Services required during the term of the Agreement.

The City intends to procure Engineering Consulting Services for a variety of projects and tasks from the successful short-listed Consultants via an informal competitive RFP process. However, the City reserves the right, at its sole discretion, to enter into a formal public RFP process where it is advantageous to the City for any value project or task.

The City may add, at its sole discretion, additional consulting firms to the shortlist that have previously submitted a satisfactory submission during this RFSOQ process. Consultant(s) added to the shortlist shall be the next highest evaluated Consultant.

9.0 GENERAL TERMS & CONDITIONS

1. Not a Tender Call

This RFSOQ is not a tender call, and the submission of any response to this RFSOQ does not create a tender process. This RFSOQ is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Submissions will not be opened in public.

2. No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFSOQ process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFSOQ will continue, or that this RFSOQ process or any RFSOQ process will result in a contract with the City for the purchase of the product, service or project.
- b) The City reserves the right to reject, at the City's sole discretion, any or all Submissions if the Submission is either incomplete, obscure, irregular or unrealistic.
- c) Further, a Submission may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule or non-compliance with federal, provincial and municipal legislation.
- d) The City reserves the right to accept or reject a Submission where only one Submission is received.
- e) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a Submission and accept that Submission.
- f) The City reserves the right to award the contract to other than the lowest cost Proponent.
- g) Award of any contract resulting from this RFSOQ may be subject to City of Courtenay Council approval, and budget considerations.
- h) The City reserves the right to cancel this RFSOQ at any time.

3. Cost of Preparation

Any cost incurred by the Proponent in the preparation of the Submission will be solely at the expense of the Proponent.

4. Confidentiality and Freedom of Information and Protection of Privacy Act

The Submission should clearly identify any information that is considered to be confidential or proprietary information (the “Confidential Information”). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can’t guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

5. Irrevocability of Submissions

In providing a Submission, the Proponent may amend or withdraw its Submission prior to the closing date and time. On the closing date and closing time, all Submissions become irrevocable and are valid for a minimum of **60** days. By submission of a Submission the Proponent agrees should the Submission be successful, the Proponent will enter into a contract with the City. Prices will be firm for a designated contract period, unless otherwise agreed to by both parties.

6. Pricing

Prices shall be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFSOQ.

7. Sub-Contracting or Assignment

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

8. Accuracy of Information

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 RFSOQ.

9. Agreement Default and Termination

The City reserves the right, at its sole discretion, to terminate the Agreement, in whole or in part, if the Successful Proponent receives three (3) written notices for any or more of the following reasons:

- a) Failure to submit proposals resulting this pre-qualification process when requested by City staff.
- b) Failure to deliver the Services at the required time and location;
- c) Failure to provide qualified personnel to provide or perform the Services;
- d) Failure to provide satisfactory Work;
- e) Fails to meet the City’s standard of expected and agreed level of Services and performance;

- f) Performing unsafe acts while on City property that could pose a threat to the safety of City staff, the public or Contractor;
- g) Other safety infractions;
- h) Places non-City approved personnel, sub-Consultants, sub-Contractors or assignment of the Services to others;
- i) Is found to be in default or arrears standing with WorkSafe-BC;
- j) Fails to provide necessary insurance or allows the required insurance to lapse;
- k) Expired business license;
- l) Any other reason considered appropriate, at the sole discretion of the City.

10. Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFSOQ, whether before or after the submission of the Submission, the City shall be entitled to reject or not accept the Submission.

11. Applicable Laws and Agreements

- a) The laws of the Province of B.C. shall govern this request for Submission and any subsequent Contract resulting.

- b) This RFSOQ is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

12. Ownership of Materials and Copyright

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the “Material”) may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.
- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor’s title in the Material. The Contractor retains ownership of the “Embedded IP”. The Material does not include

intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material (“Embedded IP”).

- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

13. Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City’s standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

All invoices must be emailed to finance@courtenay.ca, please do not also mail invoices.

14. Business License and Permits

Consultants are required to acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-municipal Business License prior to the commencement of the work and for the term of the project.

15. Insurance

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and a minimum \$2,000,000 aggregate per year.
- b) **Commercial General Liability Insurance** policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the City as an additional insured and contain a Cross Liability clause.
- c) **Motor Vehicle Insurance ICBC APV47 form** - Bodily Injury and Property damage in an amount not less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- d) The Consultant shall be responsible for **WorkSafe-BC** assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe-BC and comply with all Workers’ Compensation Board legislation in the province of British Columbia.
- e) The Consultant shall provide and maintain, at the Consultant’s expense, any additional insurance value or coverage required by law, or is necessary to cover risks not otherwise covered by the insurance specified in this section at the sole discretion of the City.

- f) The Consultant shall notify the City of any current legal action against the Consultant that may reduce the per occurrence or aggregate value of any insurance requested in this section.

16. Errors and Omissions

The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant’s employees, or persons for whom the Consultant had assumed responsibility in performing the services.

17. Force Majeure

Neither the City nor the Consultant shall be liable in any way for any damages, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.

18. Agreement

The successful Proponent will be required to enter into a formal agreement with the City prior to their project assignment, see Schedule B for reference.

19. Corporate Climate Action Strategy Requirements

- a) Non-Idling

In the interest of reducing negative impacts on human health, all Consultants working directly or indirectly for the City on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce or eliminate engine idling.

10.0 ATTACHMENTS

- a) Schedule A - Form of Submission
- b) Schedule B - Standard Consulting Services Agreement

Appendix A – Submission Form

City of Courtenay
Request for Statement of Qualifications
No. Q20-05

Engineering Consulting Services

Submissions will be received on or before 2:00 pm local time
Thursday, June 4, 2020
("Closing date and time")

INSTRUCTIONS FOR SUBMISSION

Submissions are to be consolidated into one document and delivered to:

City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7
purchasing@courtenay.ca
Attn: Manager of Purchasing

Respondents are responsible to allow ample time to complete the Submission process. If assistance is required phone 250-334-4441.

SUBMISSION FORM

Complete and return this section
including Appendices

Submitted By: _____
(Company Name)

1. AREA OF EXPERTISE – TABLE 1

Please indicate below in Table 1 the Area which your firm is applying for shortlist consideration. One Submission Form (Appendix A) is to be submitted for each Category that the proponent is applying for.

| Applying for Shortlist? | | |
|--------------------------------|--|------------|
| | Category | Y/N |
| 1. | Strategic/Asset Planning Services | |
| 2. | Infrastructure Design & Construction Administration Services | |
| 3. | Environmental Assessments and Permitting | |
| 4. | Archaeological Consulting Services | |

2. KEY PERSONNEL

List your firm’s key personnel who would make up the team that would be working on the assignments. (Add rows as needed). Please include resumes and include as an Attachment to this Submission a maximum of 2 pages per resume, with a maximum of 6 resumes.

| Name | Title/Position | Classification (relate to Table 8) |
|-------------|-----------------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

List sub-consultants, if any, required to supplement the core team below.

| Sub-Consultant | Category | Brief reason as to why the sub-consultant is on your team |
|----------------|----------|---|
| | | |
| | | |
| | | |
| | | |

3. APPROACH TO PROJECT MANAGEMENT AND EFFECTIVENESS

| | |
|----|---|
| 1. | Briefly describe your company’s approach to project management. |
| | |
| 2. | In the past 5 years, has your firm been delayed in delivering an assignment to the City, or for a client listed in Section 4? |
| | Yes <input type="checkbox"/> No <input type="checkbox"/> |

| | |
|-----------|--|
| 3. | What were the reasons for the delay? |
| | |
| 4. | How did your firm make attempts to mitigate the issue? |
| | |
| 5. | In the past 5 years, has your firm needed to request an increase to its budget in delivering an assignment to the City, or a client listed in section 4? |
| | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. | What were the reasons for increasing the budget? |
| | |
| 7. | How did your firm attempt to mitigate the issue? |
| | |

4. EXAMPLES OF SUCCESSFUL PROJECTS

Provide a maximum of 5 examples of relevant work for each category being applied for. Note that it is not necessary to demonstrate expertise in all aspects of a category to be selected for the shortlist for that category. Respondents may append Project Briefs of maximum 2-pages per project as attachments to this Submission.

City of Courtenay
 RFSOQ No. Q19-07– Engineering Services
 Submission Form

| | |
|---|--|
| Project 1 Title and Year | |
| Project budget | |
| Project owner/client | |
| Consulting services budget | |
| Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm | |
| Key personnel involved with the consulting services. | |
| Describe why you believe the project was successful and the role your firm had in the success. | |
| Reference person (client) | |
| Telephone and email of reference person | |

| | |
|---|--|
| Project 2 Title and Year | |
| Project budget | |
| Project owner/client | |
| Consulting services budget | |
| Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm | |
| Key personnel involved with the consulting services. | |
| Describe why you believe the project was successful and the role your firm had in the success. | |
| Reference person (client) | |
| Telephone and email of reference person | |

| | |
|---|--|
| Project 3 Title and Year | |
| Project budget | |
| Project owner/client | |
| Consulting services budget | |
| Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm | |
| Key personnel involved with the consulting services. | |
| Describe why you believe the project was successful and the role your firm had in the success. | |
| Reference person (client) | |
| Telephone and email of reference person | |

| | |
|---|--|
| Project 4 Title and Year | |
| Project budget | |
| Project owner/client | |
| Consulting services budget | |
| Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm | |
| Key personnel involved with the consulting services. | |
| Describe why you believe the project was successful and the role your firm had in the success. | |
| Reference person (client) | |
| Telephone and email of reference person | |

| | |
|---|--|
| Project 5 Title and Year | |
| Project budget | |
| Project owner/client | |
| Consulting services budget | |
| Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm | |
| Key personnel involved with the consulting services. | |
| Describe why you believe the project was successful and the role your firm had in the success. | |
| Reference person (client) | |
| Telephone and email of reference person | |

5. SOCIAL AND ENVIRONMENTAL SUSTAINABILITY

Briefly describe how your firm will incorporate social and environmental sustainability into its work for the City, and the firm’s social and environmental initiatives, innovations, and practices, and how those would benefit the City, providing past examples.

Social

| Social Practice | Yes | No | Briefly Describe Where Applicable |
|---|-----|----|-----------------------------------|
| 1. Does your firm participate in apprenticeships or other employee training and development program? | | | |
| 2. Does your firm support community initiatives and/or non-profits within the City of Courtenay? | | | |
| 3. Does your firm provide pro-bono or below market value services on works for non-profits or other socially significant clients? | | | |
| 4. Does your firm have a Corporate Social Responsibility policy and/or Initiative? | | | |
| 5. Does your firm provide any other social benefits or services? | | | |

Environmental

6. VALUE ADDED BENEFITS

Provide information on what makes your firm innovative and how creativity will be incorporated in providing options, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City.

7. LOCAL AREA EXPERIENCE

Briefly describe any project experience your project team or firm has within the City of Courtenay or immediate surrounding area, and what knowledge or experience you’ve gained as a result.

8. FINANCIAL COMPARISON

Provide your firm’s hourly unit rates for the below Classifications*. Classifications and their descriptions shall be based on the Association of Consulting Engineering Companies of British Columbia’s 2020 Consulting Engineers Fee Guideline.

***Classification to be provided as follows:**

Category 1 – Strategic/Asset Planning, all Classifications.

Category 2 – Infrastructure Design & Construction Administration Services, all Classifications.

Category 3 – Environmental Assessments and Permitting, Classifications E3 and T4.

Category 4 – Archaeological Consulting Services, Classifications E3 and T4.

| | |
|----|--|
| E5 | |
| E3 | |
| E2 | |

| | |
|----|--|
| T4 | |
| T2 | |

9. ADDENDA

We acknowledge receipt of the following Addenda related to this RFIQ and have incorporated the information received in preparing this submission:

| Addendum No. | Date Issued |
|---------------------|--------------------|
| | |
| | |
| | |
| | |
| | |

10. AUTHORIZATION

| | |
|--|--|
| Company Name: | |
| Address: | |
| Phone: | |
| GST Registration No.: | |
| Project Contact: Name and Title of Individual <i>for</i> <i>communication related to</i> <i>this RFSOQ</i> (please print) | |
| Contact Email: | |
| Name & Title of Authorized Signatory: (please print) | |
| Signature: | |
| Date: | |

The signature above is an authorized representative that can bind the company to statements made in this Submission. For the purpose of this RFIQ, electronic signatures will be accepted.

- End of Submission Form -

SCHEDULE B
STANDARD CONSULTING SERVICES AGREEMENT



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the xx day of xx, 20xx.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue

Courtenay, B.C.

V9N 2J7

(hereinafter called the "City")

OF THE FIRST PART

AND

CONSULTANT

(hereinafter called the "Consultant")

OF THE SECOND PART

WHEREAS:

The City hereby retains the Consultant to provide the consulting and professional services described herein, and desires to engage the Consultant to perform said services.

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

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONSULTANT'S SERVICES TO THE CITY

- 1.1. The Consultant shall provide and be fully responsible for the following services, DESCRIPTION OF THE WORK OR SERVICES, hereinafter called the "Services".
- 1.2. The Consultant must provide and is responsible for the Services outlined in their proposal dated Month Day, 20xx, (attached hereto as Schedule A) submitted to the City by the Consultant in response to the City's Request for Proposal QXX-XX Project Title and Addendums X, X & X, (attached hereto as Schedule B) and forming an integral part of this Agreement.
- 1.3. The form and detail of deliverables as defined in Appendices A & B.
- 1.4. The timing of payment of the Services shall be as defined in Section 2 of this Agreement.
- 1.5. The Consultant will provide the Services as required by the City stated within their proposal or as otherwise negotiated and approved by the parties. If the City decides, in its sole judgment, to extend the completion date of the Services, the City shall do so in writing to the Consultant.
- 1.6. The Consultant may engage sub-contractors for the performance of certain specific tasks forming part of the Services, provided the Consultant has obtained prior written consent from the City. The Consultant shall administer, coordinate, and manage all services of sub-contractors, and will assume full responsibility to the City for all work performed by said sub-contractors in relation to the Services and will pay all fees and disbursements of all sub-contractors.
- 1.7. The Consultant shall perform the Services:
 - a) With the degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - b) In accordance with sound current professional practices; and,
 - c) If there is a design component to the Services, in conformance with the design standards and codes applicable at the time of design.
- 1.8. The Consultant will furnish all personnel required to perform the Services to the required standard, and all such personnel shall be competent and qualified to perform the Services. Where specific personnel have been proposed by the Consultant for the performance of the Services, and have been accepted by the City, such personnel shall not be replaced with other personnel without the prior written consent of the City.

1.9 The Consultant shall commence the provision of the Services promptly and shall use every reasonable endeavour to carry out the Services in such a manner so as to fulfil the completion dates herein, or specified from time to time by the City.

2. PAYMENT

2.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformance with the terms herein, the City will pay the Consultant the fees and reimbursable disbursements prescribed herein, plus the Goods and Services Tax (GST).

2.2 The Consultant shall submit detailed invoices each month. Each invoice will show the purchase order number **XXXXX**, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted (email preferred) to:

City of Courtenay
Accounts Payable
830 Cliffe Avenue,
Courtenay, B.C. V9J 2N7
finance@courtenay.ca

2.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.

2.4 The Consultant shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made.

3. TERM OF CONTRACT OR COMPLETION OF SERVICES

3.1 The Consultant shall complete the work by Month, Day, Year or a time and date mutually agreed to in writing by both parties prior to the commencement of the Services.

4. CHANGES TO SCOPE OF SERVICES

4.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in sub-clause 2.1 as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the Services, the Consultant shall so advise the City within ten days in writing. Without said written advice within the time period specified, the City

shall not be obligated to make any payments of additional fees to the Consultant.

5. UNDERTAKING, RELEASE AND INDEMNIFICATION

5.1 The Consultant hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its officers, servants and agents, and sub-contractors in connection with their performance of the Services under this Agreement except to the extent such loss arises out of negligence on the part of the City, its officers, servants and agents.

5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. LICENSES AND PERMITS

6.1 The Consultant agrees to obtain at its own expense before commencing the Services under this Agreement:

- a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Services; and
- b) All other permits and licenses necessary to carry out and complete the Services.

7. INSURANCE

7.1 The Consultant agrees to obtain at its own expense prior to commencing the Services under this Agreement:

- a) A Professional Liability Insurance policy covering errors and omissions with coverage of not less than \$1,000,000 per claim and a minimum \$2,000,000 aggregate per year; and
- b) A Commercial General Liability Insurance policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement; and
- c) The insurance policies shall be on terms satisfactory to the City. Proof of the insurance policies, to the satisfaction of the City, shall be delivered to the City prior to commencement of the Services. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and

amount of insurance, include a Cross Liability clause, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.

7.2 Should the Consultant hire a sub-consultant to perform any work related to the Services, the Consultant shall, in turn, ensure such sub-consultant will obtain permits, licenses and insurance on the same terms as outlined in Sections 7.1 above. Such insurance shall name the City as an additional insured and shall include coverage for all operations required for the sub-consultant's work under this Agreement.

7.3 The foregoing insurance requirements shall not in any way reduce the Consultant's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

8. ERRORS AND OMISSIONS

8.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant had assumed responsibility in performing the services.

9. HEALTH & SAFETY

9.1 During the term of this Agreement the Consultant shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.

9.2 The Consultant shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-consultants. It shall remain in good standing with WorkSafe BC for the term of the Agreement.

9.3 If the Consultant fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.

10. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

10.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

11. CITY APPROVALS

11.1 No reviews, approvals or inspections carried out or information supplied by the City or its employees or sub-contractors shall derogate from the duties and obligations of the

Consultant (with respect to design or otherwise) and all responsibility related to the Services shall be and remain with the Consultant.

12. DEFAULT AND TERMINATION

12.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Consultant is in default due to an insolvency event or the Consultant fails to perform any of the Consultant's obligations under this Agreement or any representation or warranty made by the Consultant in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Consultant.

12.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:

- a) By written notice to the Consultant, require that the event of default be remedied within a time period specified in the notice;
- b) Pursue any remedy or take any other action available to it at law or in equity; or
- c) By written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.

12.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.

12.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Consultant must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Consultant in writing was not completed to the City's satisfaction before termination of this Agreement.

12.5 The payment by the City of the amount described in Section 11.5 discharges the City from all liability to make payments to the Consultant under this Agreement.

13. NON-DISCLOSURE

13.1 The Consultant may be given access to information by or on behalf of the City in connection with the Services, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Consultant as part of the Services. For the purposes of this Agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or

otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Agreement.

- 13.2 The Consultant agrees that it will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by the City on a need to know basis, or the Consultant's employees, sub-consultants or the Contractor, if appropriate and approved by the City.

The Consultant undertakes to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by the City, to prevent the disclosure of or access to such information in contravention of this Agreement. The Consultant further acknowledges that any information provided to the Consultant by or on behalf of the City must be used solely for the purpose of the Agreement and must remain the property of the City or a third party, as the case may be.

These provisions shall not apply to information in whatever form that is in the Public Domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such an order is issued by a Court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

- 13.3 The Consultant agrees to comply with the City's bylaws and administration policies if it uses the City's data network, facilities, etc. and it agrees not to remove any information from the City's premises without the prior written approval of the City.

- 13.4 The obligation of non-disclosure will survive the completion of the Agreement.

14. CONFLICT OF INTEREST

- 14.1 The Consultant agrees it will not provide any Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Consultant's duties to that person and the Consultant's duties to the City under this Agreement.

15. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 15.1 Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Consultant for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.

- 15.2 All Material shall be transferred and delivered by the Consultant to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written

notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.

- 15.3 The Consultant agrees that the City will own all of the Material and the Consultant irrevocably assigns to the City all of the Consultant's title in the Material. The Consultant retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Consultant and (a) used by the Consultant to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").
- 15.4 The Consultant hereby represents and warrants that any portion of the Material produced by the Consultant will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

16. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- 16.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.
- 16.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first set forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

Date: _____