



Infrastructure Services

Request for Proposals

No. 2024-IS-06

6th Avenue Civil Engineering Services

For further information
please contact:
Ryan Bouma, P. Eng.
250-714-9235
rbouma@ladysmith.ca

RFP Issue Date: **August 26, 2024**
RFP Closing Date: **September 26, 2024 2:00 pm,**
RFP Opening: **September 26, 2024 2:15 pm,**
Location of Bid Opening: **Ladysmith City Hall**

250.245.6400 / info@ladysmith.ca / www.ladysmith.ca
410 Esplanade MAIL PO Box 220, Ladysmith, BC V9G 1A2

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1. INTRODUCTION

1.1 Invitation

The Town of Ladysmith (Town) is seeking proposals from qualified consultants (proponent) in accordance with these Request for Proposal (RFP) documents. The proposals will be evaluated for the selection of a consultant with the intent to enter into a contract to provide the services described in Appendix A.

The objective of this project is to survey and assess all of 6th Avenue in Ladysmith, develop a conceptual design of a road replacement, recommend phasing of construction, advance the conceptual design to preliminary design of the first phase, and provide a cost estimate for the first phase. The successful proponent would likely be recommended to the Town's Council for construction services after successful collaboration during preliminary design.

A contract will not necessarily result from this RFP.

1.2 Closing Time and Date for Submission of Proposals

The Town will accept hard copies or an electronic copy of proposals in accordance with the instructions contained herein. Proposals will not be accepted by facsimile.

Please note that the Town CANNOT accept links to file sharing websites.

Proponents are requested to submit their proposals no later than 2:00 pm on September 26, 2024 to the attention of:

Sue Bouma, Manager of Corporate Services
Town of Ladysmith
410 Esplanade – PO Box 220
Ladysmith, BC, V9G 1A2
Email: bid@ladysmith.ca

The Town reserves the right to extend the closing time at its sole discretion.

The Town is not responsible for the timely receipt or adequacy of any electronic transmissions and late receipt of proposals via email will be cause for rejection of a proposal.

All submissions must be clearly marked "**Request for Proposal No. 2024-IS-06**".

The successful proponent will be required to obtain and provide proof of the following:

- A current business license for operating in the Town of Ladysmith;



- A clearance letter from WorkSafe BC that confirms they are registered and in good financial standing with WorkSafe BC;
- Minimum \$2 million liability insurance with the Town of Ladysmith named as additionally insured; and
- Federal, Provincial, and municipal permits when and where applicable.

Submissions in response to this RFP will be opened in private following the submission deadline and evaluated by a competent committee of at least two staff members.

1.3 Inquiries

All inquiries related to this RFP should be directed to the person named below (Town Representative) via written email only. Information obtained from any person or source other than the Town Representative may not be relied upon.

Ryan Bouma, P. Eng. – rbouma@ladysmith.ca

Inquiries should be made no less than seven (7) calendar days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all proponents via addendum at the discretion of the Town.

A site information meeting is not planned for this project, although proponents are encouraged to visit 6th Avenue and observe the project area. The Town’s Engineering Department is located at 330 6th Avenue. Proponents may visit and speak to the Engineering Department despite attendants not being the Town Representative. The Engineering Department may be able to provide factual information requests such as availability of record drawings. Proponents should contact the Town Representative if interpretation of the information is required.

1.4 Addenda and Late Proposals

It is the proponent’s responsibility to check periodically for any addenda that may be issued by the Town. Addenda will be posted on the Town’s website (<https://ladysmith.ca/city-hall/bid-opportunities>) and on BC Bid.

Proposals received after the closing time will be rejected. Delays caused by factors outside of the Town’s control will not be grounds for an extension. It will be assumed that proponents are aware of all addenda and the evaluation team will not evaluate the submission differently.



Each proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached appendices, the contract, and the site prior to preparing and submitting a proposal, with respect to any and all facts which may influence the decision to prepare and submit a proposal.

2. PROPOSAL SUBMISSION AND EVALUATION

2.1 Package

Proposals must be in a sealed package and marked on the outside with the proponent's name, title of the project, and RFP number or delivered electronically with a clear subject line.

Proponents must submit their proposal in accordance with the instructions set out in Appendix B – Form of Proposal.

The proposal should be signed by a person authorized to sign on behalf of the proponent and include the following:

- If the proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The proposal should be executed by one or more of the authorized signatories.
- If the proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the Town that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated above.
- If the proponent is an individual, including sole proprietorship, the name of the individual should be included.

2.2 Evaluation Team

The evaluation of proposals will be undertaken by the Town's evaluation team. The evaluation team may consult with others including Town staff members, third party consultants, and references, as the evaluation team may in its discretion decide is required.

2.3 Evaluation Criteria

The evaluation team will compare and evaluate each proposal to determine the proponent's strength and ability to provide the services in order to determine the proposal which is most advantageous for the Town, using the following general criteria:

- Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule, and sequence of work;
- Experience and capability of firms and staff in similar assignments;
- Past performance of firm and staff including cost and scheduling control as determined from the Town and references;
- Availability and commitment of resources including staff, office, and technical support; and
- Fee schedule and total cost of services to the Town.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix C.

The Town reserves the right to accept or reject any or all proposals either whole or in part at any time, or waive formalities in, or accept a proposal either whole or in part which is deemed most favourable in the interest of the Town. The Town will be under no obligation to proceed further with any submitted proposal and, should it decide to abandon same, it may, at any time, invite further proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of services.

The lowest price or any submission in response to this RFP will not necessarily be accepted. The bids will be considered on their merits and it is not the intention of the Municipality to buy on price alone.

The Town's Purchasing Policy entails the following Principles of "Best Value":

- Procure the goods and services requirements of all departments in an efficient, timely and cost-effective manner while maintaining the necessary controls;
- Engage in an open bidding process wherever practical;
- Ensure maximum value is obtained during the acquisition of goods and services. Where applicable, the total cost of the goods and services purchased should be taken into account. Total cost may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
- Take into account wherever practical the commitment to protection of the environment, and energy conservation;
- Ensure the acquisition of goods and services meets the requirements of applicable legislation and trade agreements, including the New West Partnership Trade Agreement, and the Agreement on Internal Trade; and



- Ensure that maximum value is realized when disposing of surplus goods, materials and equipment.
- Up to five (5) percent of the evaluation score will be allocated based on the proposal's contribution to the following community benefits:
 1. *Economy*
 - Demonstrate job creation within the local area, which is defined as the Cowichan Valley Regional District and the Regional District of Nanaimo.
 - Contribute to a stronger local economy (buy local)
 - Increase training and apprenticeship opportunities
 - Provide work experience and employment opportunities for youth aged 15 to 24
 - Ensure that a Living Wage for the local area is paid
 2. *Public Spaces*
 - Enhance community recreation, arts and/or culture infrastructure
 - Improve and enhance public spaces
 - Improve access to public spaces for people living with disabilities
 3. *Environment*
 - Demonstrate that work undertaken exceeds requirements for environmental standards

2.4 Additional Information

The evaluation team may, at its discretion, request clarifications or additional information from any proponent with respect to any proposal. The evaluation team may consider such clarifications or additional information in evaluation a proposal.

The evaluation team may, at its discretion, invite some or all of the proponents to appear before the evaluation team to provide clarifications of their proposals. In such event, the evaluation team will be entitled to consider the answers received in evaluating proposals.

3. GENERAL CONDITIONS

3.1 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting proposals, meetings, negotiations, discussions with the Town or its representatives and contractors relating to or arising from this RFP.

By submitting a proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written contract.

3.2 Conflict of Interest

A proponent shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town, its elected or appointed officials or employees. The Town may rely upon such disclosure.

3.3 Solicitation of Town Staff, Council Members, Contractors

Proponents and their agents will not contact any member of the Town of Ladysmith Council, Town of Ladysmith staff, or Town of Ladysmith contractors with respect to this RFP other than the Town Representative at any time prior to entering into a contract or the cancellation of this RFP.

3.5 Disclaimers and Limitations of Liability

Neither acceptance of a proposal nor execution of a contract constitute approval of any activity or development contemplated in any proposal that requires any approval, permit, or license pursuant to any federal, provincial, regional or municipal statute, regulation, or bylaw. It is the responsibility of the proponent to obtain such approval, permit, or license prior to commencement of the work under the anticipated contract.

The Town, its elected official, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a proponent by or on behalf of the Town. Nothing in this RFP is intended to relieve a proponent from forming its own opinions and conclusions in respect of this RFP.



The Town, its elected officials, appointed officers, employees, agents, contractors, and volunteers will not be liable to any proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a proponent in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. By submitting a proposal, each proponent shall be deemed to have agreed that it has no right to make such claims.

3.6 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a proponent may have access as a result of this RFP process, may not be used by a proponent for any purpose other than submission of a proposal.

By submitting a proposal, every proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the Town on a confidential basis as a result of or during the course of the RFP process.

All proposals and subsequent information materials shall become the property of the Town after the closing date and time and will not be returned.

The proposals will be held in confidence by the Town subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. This RFP and all associated documentation is the property of the Town and shall not be copied or distributed without prior written approval of the Town.

3.7 Acceptance of Terms

The submission of a proposal constitutes the agreement of the proponent that all the terms of conditions of this RFP are accepted by the proponent and incorporated in its proposal.

APPENDIX A – SCOPE OF SERVICES

1. OBJECTIVE

The primary objective of this project is to conceptually design the replacement of 6th Avenue with modern street design and geometry, new underground utilities, and improved active transportation. Traffic shall move easily, but slowly and safely with pedestrian movements as a top priority. Bicycle use and other forms of active transportation will be included in road design. Parking for facilities along 6th Avenue should be maintained or increased. Stormwater management will be improved to reduce flood potential and promote natural recharge of groundwater.

2. PROJECT DESCRIPTION

6th Avenue runs parallel to Highway 1 approximately 800m to the southwest. The road runs from Symonds Street to Methuen Street and is approximately 1000m long. The road is classified as a Local Road in the Town’s OCP. It connects residents to 6 community facilities including the RCMP detachment, Public Works, Firehall, Primary School, High School, and Community Centre. Residents travel 6th Avenue with a variety of forms of transportation although anecdotally passenger vehicles is the most common form. The parking along 6th Avenue is also highly used, particularly during pickup and drop off of students for the schools.



The existing underground utilities and surface features (pavement and sidewalk) are in poor condition and due for replacement. Underground services primarily consist of water and stormwater utilities. Sewer utilities are only at intersections. A relatively large watermain break occurred October 8, 2021 at Buller Street on 6th Avenue. This resulted in erosion and flooding of private property. Replacement of this main was placed 11th on the Town’s water capital priority list due to age and the 2021 break.

As for the drainage system, the Town has had flooding complaints and completed emergency repairs of the storm main at Symonds Street and 6th Avenue back in 2022. The Town recently engaged WSP to complete a Stormwater Master Plan of the old area of Town, in which 6th Avenue is included. Although the plan is not quite complete, the work to date has identified replacement and upgrade of the drainage system in the northern area of 6th Avenue as a priority.

Given the need for underground utility replacement as well as surface works, the Town intends to replace all Town-owned infrastructure with the project. BC Hydro and Fortis Gas also have infrastructure in the area and they should be given the opportunity to consider upgrades on their own in conjunction with this project. The Town will also consider installing Town owned street lighting and remove BC Hydro lease lighting.

The overall project is anticipated to be a relatively costly project for the Town. Phasing will be required to keep costs and risk managed. Phases would likely be approximately \$2 million each and would proceed as funding is available. This would likely be every 2 years making the overall project relatively long term.

3. SCOPE

The Town is seeking a qualified engineering consultant to complete the following:

1. Review the site, record drawings, stormwater management plan, and other relevant site information.
2. Survey the area including curbs, utilities, pavement extents, grades, etc.
3. Complete a geotechnical assessment of the road for suitable excavation grades.
4. Design suitable road sections that promote safety, parking, and all forms of transportation.
5. Design conceptual layouts for underground utilities that meet Island Health requirements and satisfy water demand and drainage requirements.
6. Design conceptual layouts of 6th Avenue including intersections.
7. Create a phasing plan that maximizes value and meets Town financial constraints.
8. Advance Phase 1 to preliminary design.

9. Cost estimate Phase 1 for presentation to Town Council and use in future budgeting.

Town staff should be involved in all of the above steps for guidance.

The consultant should include project management within their scope to adequately track progress, meet with Town staff, invoice the Town, manage sub-consultants, and other relevant project management duties.

The consultant should also include any permits required to complete the work, which includes the requirement to accept Prime Contractor obligations for field work (survey, inspection, geotechnical, etc.).

The Town encourages consultants to present opportunities to add value to the project; however, financial information should consider the scope described above so that all proposals can be evaluated equally. Scope that substantially deviates from the above should be clearly described and priced as separate optional work.

4. COMMUNICATIONS

The Consultant will organize meetings with Ladysmith staff at regular intervals to present and discuss key findings and draft design work. Ladysmith's project manager will accept requests for information and send requests to appropriate internal stakeholders. On occasion, the Consultant may be asked to present findings or answer questions of Ladysmith's Council in a Council or Committee of the Whole meeting. These meetings are typically held outside regular business hours.

5. DELIVERABLES

Although all deliverables for this project are not able to be known, the following deliverables are anticipated:

1. Geotechnical report with recommendations for excavation depths, material expectations, subgrade preparation, etc.;
2. Road cross section options for discussion;
3. Finalized road cross sections;
4. Conceptual design of 6th Avenue road reconstruction;
5. Phasing plan;



6. Preliminary design of Phase 1; and
7. Class A or B cost estimate of Phase 1.

6. SCHEDULE

The Town does not have a firm completion date for this project and recognizes that the project is a multi-step process that may change as information is gathered. Proponents should include a schedule of estimated milestones and target dates for the work, including a final date for all deliverables. The schedule will be used by the Town's project manager and the consultant to ensure the project is on track and matches the agreed upon scope of work.

The evaluation team will consider the schedule (see Appendix C).

APPENDIX B – FORM OF PROPOSAL

To facilitate fair evaluation, proposals should be organized as follows:

1. Project Understanding – Describe the site and project requirements and goals.
2. Approach – The consultant’s scope of services and work task break down. Include deliverables and plans.
3. Project Team – Provide team member information, organization, and qualifications. Include reporting structure and project manager communication with the Town.
4. Experience – Firm experience on related projects.
5. References (Optional) – Proponents may provide references. The Town may request references if the proponent is short listed.
6. Schedule – Include key milestones and deliverables that match the scope. The schedule should be easy to follow. Include 2 weeks for Ladysmith staff to review documents at each review stage.
7. Fees – Tabulate costs and level of effort for all tasks and include subcontractors and subconsultants where applicable. Total the costs with all applicable taxes.

Proponents may expand on the above and provide any information that demonstrates their qualifications. The list is only for guidance so that each proposal can be examined without difficulty.

APPENDIX C – EVALUATION

TECHNICAL EVALUATION

Proposals will be evaluated by a minimum of two Ladysmith staff. The scoring criteria shown below will be used to assist in the evaluation; however, the highest scoring proposal will not necessarily be selected. Other evaluation criteria may impact the selection, such as an interview, reference checks, or value-added services.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation. Points will be awarded based on a combination of rates, proposed budget relative to scope, suitable budget allocation to tasks, and value.

MINIMUM TECHNICAL SCORE

Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed. Technical portions of proposals must achieve a score of at least 70% to be considered “technically qualified”.

SCORING

The table below describes the scoring that will be used to evaluate all proposals.

THE FIRM	50
Experience with similar projects	20
General related project experience	10
Location of the firm	20
THE PERSONNEL	75
Project Manager	
Experience	10
Local Knowledge	10

Project Specialists	
Experience	10
Qualifications	25
Local Knowledge	20
THE METHOD	250
General Approach	40
Proposed Team Organization	20
Proposed list of activities	50
Project Control and reporting	25
Understanding of objectives	40
Quality of presentation	25
Proposed level of effort	50
PROJECT COSTS	150

INTERVIEWS AND REFERENCES

The Town may request an interview and/or reference check with any or all shortlisted firms. An interview format has not been determined and would likely focus on areas of a proposal that are unclear to the evaluation team. The outcome of an interview would be used in the evaluation. If an interview is requested, an in-person or Microsoft Teams online meeting would be made available.

APPENDIX D – PRO FORMA CONTRACT FOR SERVICES

1. CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of ____, 202__
BETWEEN:

2. Town of Ladysmith

410 Esplanade
PO Box 220
Ladysmith, BC V9G 1A2

("Ladysmith", "the Town", "we", "us" or
"our" as applicable)

OF THE FIRST PART

AND:

3. [CONTRACTOR NAME] [ADDRESS]

City, BC, X#X #X#

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

4. WHEREAS:

- A. The Town of Ladysmith called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the "Project"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the request for proposals is

attached as Schedule “C” to this Agreement, and a copy of the Consultant’s proposal is attached as Schedule “D” to this Agreement.

- B. The Town has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule “A” to this Agreement (the “**Services**”) to the Town in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Town and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the “Agreement”), agree as follows:

5. CONSULTANT’S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule “A” or, if no time limit is specified in Schedule “A”, you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule “A” to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the Town to any person other than representatives of the Town duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the Town any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs,

technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.

6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.

11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the Town arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be, our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

6. PAYMENT

1. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule “A”. Where you are specifically authorized in Schedule “A” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “A” as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
2. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

7. TERMINATION AND SUSPENSION

1. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy,

we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

2. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
3. **Suspension** If your Services are suspended by the Town at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the Town to terminate this Agreement upon giving written notice thereof to the Town. In such an event, you shall be paid by the Town for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
4. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

8. GENERAL

1. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the Town, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the Town's responsibilities under this Agreement, does not owe a duty of care to you

and you hereby waive for yourself, your successors and assigns, the right to sue the Town in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the Town's responsibilities under this Agreement.

2. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
3. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
4. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
5. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the Town or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
6. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the Town and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the Town and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the Town and the Consultant.
7. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

8. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
9. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the Town of Ladysmith alone and never refer to the combination of the Consultant and Town. The combination of the Town and the Consultant is referred to as “the parties”.
10. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
11. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
12. **Time** Time is of the essence in this Agreement.
13. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

9. DISPUTE RESOLUTION

1. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Town and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
2. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in

the business affairs of either the Town or the Consultant.

3. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

10. DESIGNATED REPRESENTATIVES

1. **Town Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “Town Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the Town Representative in the place and stead of any person previously designated.
2. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the “Project Manager”) and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

11. NOTICE

1. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

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

Town of Ladysmith by its)
authorized signatories:)

_____)

Mayor)

_____)
Corporate Officer)

XXXXXXXXXXXX by its authorized)
signatories:)

_____)

Name)

_____)
Name)



SCHEDULE "A"

SERVICES AND FEES

12. [CONSULTANT TO COMPLETE]

SCHEDULE “B”

INSURANCE REQUIREMENTS

The Consultant shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Town with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- (a) Commercial General Liability Insurance
 - i) a provision naming Town of Ladysmith as an additional insured to the Liability Policy;
 - ii) a Cross Liability Clause;
 - iii) Comprehensive General Liability in an amount not less than **\$5,000,000.00**;
 - iv) A provision requiring the Insurer to give the Town 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
 - v) Liability insurance in an amount not less than **\$5,000,000.00** with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.
 - vi) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
 - vii) the Consultant shall provide the Town with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

- (b) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the Town will not be liable for any loss or damage to the Consultant’s equipment including loss of use thereof. Each and every policy insuring Consultant’s equipment to be used on this project shall contain a waiver of subrogation clause in the favour of the Town.

- (c) Professional Liability (Errors and Omissions) Insurance

- (i) The Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
 - (ii) The Consultant shall provide the Town with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
2. The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.
4. The Town may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

13. [CONSULTANT MUST SUBMIT A COPY OF THEIR INSURANCE CERTIFICATE
HERE]

SCHEDULE “C”

REQUEST FOR PROPOSALS

14. **[CONSULTANT TO COMPLETE]**

SCHEDULE “D”

CONSULTANT’S PROPOSAL

15. [CONSULTANT TO COMPLETE]