



**REQUEST FOR PROPOSAL**  
**ENGINEERING CONSULTING SERVICES FOR**  
**Throup Road to Phillips Road Connector**  
**Design Update**

**ISSUED: December 17, 2020**

**CLOSING LOCATION:**

District of Sooke  
2205 Otter Point Road  
Sooke, BC  
V9Z 1J2

**CLOSING DATE AND TIME:**

Proposals must be received at Reception prior to: 3:00 PM  
(15:00 hrs) Pacific Time on ~~January 20, 2021~~

**Amended to January 29, 2021 at 3:00pm**



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2205 Otter Point Road, Sooke, British Columbia, Canada V9Z 1J2

Phone: (250) 642-1634  
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## 1.0 Introduction

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This Request for Proposal (RFP) is part of the procurement process for Engineering Consulting Services for the Throup Road to Phillips Road Connector Design Update project as described in Section 1.1 'Purpose'. The two (2) envelope system will be used for this RFP. Envelope 1 will be for the Technical Proposal and Envelope 2 will be for the Fee Proposal.

### 1.1 Purpose

The purpose of this RFP is to select a Consulting Team to review a 50% road design and the associated documents produced for the District of Sooke between 2011 and 2013, provide options and recommendations for items to be changed/updated, and produce a conceptual design for the corridor reflecting the changes/updates.

For more detailed information regarding the project scope, refer to Schedule A 'Terms of Reference'.

### 1.2 Definitions

Throughout this Request for Proposal, the following definitions will be used:

*"Contract"* means any written contract duly executed by the District and the Proponent as a result of an RFP who enters into a Contract with the District;

*"must"*, *"shall"* or *"mandatory"* means a requirement that must be met in order for a Proposal to receive consideration;

*"District"* means the District of Sooke located in the Province of British Columbia;

*"Evaluation Team"* means a team appointed by the District;

*"Qualified Proponent"* means a Proponent possessing the qualifications described in this RFP;

*"Proponent"* means an individual, firm or a company that submits, or intends to submit, a proposal in response to this RFP;

*"Proposal"* means a Qualified Proponent's submission in response to this RFP statement of qualifications submitted in reply to this RFP;

*"RFP"* means a Request for Proposal for provision of the services described herein;

*"should"* or *"desirable"* means a requirement having a significant degree of importance to the objectives of this RFP.

## **2.0 Instructions to Proponents**

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### **2.1 Closing Date/Time**

It is the sole responsibility of the Proponent to submit their Proposal to the Reception Desk at the District of Sooke prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, January 20, 2021. Proposals received after the noted due time WILL NOT be considered. The phone clock at the Reception desk is the official time piece for the receipt of all Proposals.

It is the Proponent's sole responsibility to ensure they allow themselves enough time to submit their Proposal prior to the posted closing date and time.

Proposals received by facsimile or email WILL NOT be accepted.

All costs to prepare the Proposal shall be borne solely by the Proponent.

### **2.2 Number of Copies**

Proponents should submit:

- i. one (1) original hard copy plus one (1) digital (.pdf) copy (CD/DVD/memory stick), of their Technical Proposal in a separate sealed envelope clearly marked "Envelope 1 Technical Proposal", and
- ii. one (1) original paper copy, plus one (1) digital (.pdf) copy (CD/DVD/memory stick), of their Fee Proposal in a separate sealed envelope clearly marked "Envelope 2 Fee Proposal".

All original hard copies should be clearly marked "Original" and all paper copies should be clearly marked "Copy". Proponents should submit all the above items sealed in an envelope clearly marked on the outside with the Proponent's name, title of the Project and reference number, in addition to the following:

**ATTN: Brian Derrick  
Thrup Road to Phillips Road  
Connector Design Update  
RFP Submission**

### **2.3 Location**

Sealed Proposals must be addressed and hand/courier delivered to:

District of Sooke  
Development Services  
2205 Otter Point Road  
Sooke, BC, V9Z 1J2

## **2.4 Signature**

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

## **2.5 Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing or by email, to the following person prior to the specified closing date/time. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Brian Derrick

Email: [BDerrick@sooke.ca](mailto:BDerrick@sooke.ca)

Telephone: 250-642-1634

## **2.6 Amendment to Proposals**

Proposals may be amended in writing and delivered to the closing location before the closing time but not after. Such amendments should be signed by the authorized signatory of the Proponent.

## **2.7 Addenda**

The District will post an electronic copy of the written addendum on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/> if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

## **2.8 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

## **2.9 Error in Proposal**

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information

contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

### **2.10 Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter to the District's Development Services Department and the Proposal will be returned.

### **2.11 Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

### **2.12 Opening of Proposals**

Proposals will **NOT** be opened in public.

## **3.0 Proposal Submission Form and Contents**

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### **3.1 Package**

Proposals should be in a sealed package, addressed and marked as described in Section 2.2 and Section 2.3.

### **3.2 Form of Proposal**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the District asks that Proponents provide detailed information for the itemized list below and follow the same format and numbering system.

Proponents are asked to provide a reply to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply.

A Proposal response submitted should be in enough detail to allow the District to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services your firm would provide.

The proposal should be submitted in two components, a Technical Proposal and a Fee Proposal. The Technical Proposal should be submitted in Envelope 1, and the Fee Proposal should be submitted in Envelope 2, per the

instructions in Section 2.2.

The Technical Proposal should include:

- 1) Cover Page referencing project title and RFP number.
- 2) A Cover Letter that:
  - a. Is signed by an authorized person to legally bind the Proponent to the statements made in the Response to this RFP.
  - b. Provides a summary of the services to be provided.
  - c. Includes the name, telephone, and email address of the contact person for the Proposal, the contact person should have the authority to answer questions regarding the Proposal.
  - d. Includes the name and phone number of a contact person to be notified regarding contractual issues.
- 3) Table of Contents.

The Technical Proposal should be presented in the following sections and include:

- 1) Project Understanding and Approach
  - a. Sufficient detail and evidence of the Proponent's understanding of the proposed project.
  - b. Sufficient detail on the Proponent's methodology for the proposed project.
  - c. Confirmation of all issued addenda to the RFP.
- 2) Proposed Project Team
  - a. Details of the proposed project team, organizational structure, roles, responsibilities, qualifications, and credentials.
  - b. A list of sub-consultants that the Proponent proposes to use, including information about their sub-consultants including:
    - i. The Proponent's operation is structured, with respect to sub-consultant(s).
    - ii. Type of work that will be performed by the sub-consultant(s).
    - iii. Qualifications and level of experience of the sub-consultant(s).
- 3) Similar Project Experience
  - a. Example projects where each team member has successfully undertaken a similar role to the roles proposed with this project.
  - b. Example projects which display the project teams design experience with the types of projects similar to the design work proposed with this project.

- 4) Proposed Project Schedule
  - a. Detailed time schedule with key milestones and submissions.
- 5) Proposed Project Delivery

Explain in detail how the Proponent intends to structure and provide the deliverables, for example:

  - a. How will drainage be incorporated into the design?
  - b. How will any challenges associated with grades, property lines, or existing infrastructure be overcome?
  - c. Provide sample drawings reflecting what the finished product will look like.

The Fee Proposal must include a fee structure and total upper limit cost of the project, including a breakdown of fees using the same headings from the consultant's proposed methodology. The fee structure shall include as a minimum:

- i. A statement that all fees are in Canadian funds.
- ii. Hourly charge out rates and task hour requirements for all personnel involved.
- iii. Sub-consultant fees.
- iv. Disbursements, meetings and all other costs to complete the work.
- v. Allowance for the Goods and Services Tax/Provincial Sales Tax.
- vi. An explanation of the company's billing procedures.

## **4.0 Evaluation and Selection**

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### **4.1 Evaluation Process**

The District will be using a two envelope system for this RFP as described in Section 2.2. With the two envelope system, the Fee Proposal envelope of the selected Proponent will be opened. At the sole discretion of the District, the Fee Proposal envelope of a second Proponent may be opened. For instance, if two Proponent's Technical Proposals are of equal merit to the Evaluation Team, then the Evaluation Team may open the Fee Proposal envelopes of both Proponents and use the proposed fees in making their final decision.

### **4.2 Evaluation Team**

The Evaluation Team, formed at the District's sole discretion, will evaluate the Technical Proposals in accordance with the evaluation criteria.

### **4.3 Clarification, Additional Information and Interviews**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents.

The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

The Evaluation Team may, at its discretion, invite one or all of the Proponents to appear before the Evaluation Team to provide clarifications to their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating the Proposals.

#### **4.4 Evaluation Criteria**

The Evaluation Team will evaluate proposals based on the following approximate weighting of criteria:

Project Understanding and Design Approach -	20%
Quality and Experience of Project Team -	25%
Proposed Project Delivery -	40%
Fees -	15%

#### **4.5 Negotiation**

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

## **5.0 General Terms and Conditions**

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### **5.1 Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

### **5.2 Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:



- i. Accept a Proposal which is not the lowest priced;
- ii. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- iii. Reject any Proposal at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFP by Addenda up to the specified closing date and time;
- vi. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
- vii. Award an Agreement to the Proponent other than the one with the highest score, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

### **5.3 No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the 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. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

### **5.4 No Contract**

By submitting a Proposal and participating in the process as outlined in

this RFP, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

### **5.5 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

### **5.6 Business Licence**

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

### **5.7 Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

### **5.8 Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

### **5.9 Consulting Services Agreement**

A Consulting Services Agreement will be required between the District of Sooke and the successful proponent. See **Schedule B** for a copy of the Consulting Services Agreement.

### **5.10 Sub-Consulting**

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents

having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Director of Development Services.

### **5.11 Insurance**

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- i. Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.
- ii. Comprehensive Liability Insurance with not less than \$3,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- iii. The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- iv. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- v. The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

## **5.12 Safety**

The successful Proponent shall:

- i. Hold a valid WorkSafeBC registration number for the duration of the project.
- ii. Produce a copy of a Worksafe BC registration number on or before commencement of the project.
- iii. Comply with Occupational Health and Safety Regulations.
- iv. In the event of a multiple employer workplace (i.e. Field work requiring survey, geotechnical investigation, traffic control etc.) be the designated prime contractor, complete the attached prime contractor form in **Schedule C** and fulfil the prime contractor's responsibilities as defined in:
  - a. WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of Multiple Employer Workplaces, Section 20.3;
  - b. Workers Compensation Act (RSBC 1996), Coordination at multiple- employer workplaces, Section 118, Subsections (1) & (2);
  - c. General Requirements; Section 3.10 Worksafe BC.

## **5.13 Contractor is “Prime Contractor”**

The Contractor to the Contract (if awarded) will be designated and assumes the responsibility as the **Prime Contractor** per WorkSafe BC OH&S Regulations, Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple-Employer Workplaces**, Subsections (1) and (2). The Proponent should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner**. The Proponent should have the necessary qualification and be willing to accept the responsibilities as **Prime Contractor** for this Contract.

Prime Contractor information is included in **Schedule C** Prime Contractor Agreement.

## **5.15 Time is of the Essence**

Time is of the essence in the Contract, if awarded. The project timeline is structured so that the full design can be tendered for construction or used to prepare grant applications by summer 2021.

## **5.16 Governing Law**

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

#### **5.17 Local Preference**

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

#### **5.18 Litigation Clause**

The District may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act, Community Charter* or another enactment,

within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.



SCHEDULE A

TERMS OF REFERENCE

For

**Request for Proposal  
ENGINEERING CONSULTING SERVICES FOR  
PHILLIPS ROAD  
STREETSCAPE DESIGN**

**ISSUED: December 17, 2020**

## **1.0 Project Background & Information**

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### **1.1 Project Summary**

The District of Sooke, the community “Where the Rainforest Meets the Sea”, provides a gateway to the rugged west coast of Vancouver Island from the provincial capital of Victoria, located 40 minutes to the east. The Throup Road to Phillips Road Connector project has been a key vision of the District of Sooke’s transportation network for over a decade, and involves the extension of Throup Road from Charters through to Phillips Road. Significant work was undertaken by the District between 2010 and 2013 to bring the vision to life, but ultimately the design was put on the shelf. With the adoption this year of a new Transportation Master Plan that focuses around connectivity, the project is back for consideration, and the District would like to produce a design in order to be eligible for grant applications in 2021.

The first step of this process will be for the Consultant to review the existing 50% design and consult with staff to determine what alignment and cross section changes are necessary. The second step will be to review the existing reports and documents associated with the design, and summarize the findings into a project roadmap that lays out the steps necessary to bring the project/design to a tender-ready state. Finally, the Consultant will produce a conceptual design for the road connection reflecting any changes identified during the design/document review.

### **1.2 Existing Documentation**

There is a comprehensive folder of documents prepared alongside the initial 50% design. These include, but are not limited to geotechnical reports, archaeological reports, site surveys, and environmental reports. Many of the documents are preliminary in nature and include recommendations for further action. It is not expected that the Consultant will update or expand upon these documents, rather compile a list of the recommendations, as well as identify any outstanding items to be considered/completed in order to prepare a tender-ready design. While the District is unable to provide the full list of documents to Proponents as part of the RFP process, the General Plan & Profile Drawing from the 50% design has been attached as Appendix 2 to give context to the overall scope of the project.

### **1.3 Project Area**

The project area consists of the Throup Road right of way spanning from Charters Road through to SEAPARC. Moving west to east from Charters, the first 180m of the right of way is a narrow gravel road that accesses the golf course and 2 private driveways. After the gravel road is a 3m wide gravel trail that descends a steep consistent grade the remaining ~135m to the SEAPARC bike park and baseball field. From the bike park, another steep embankment climbs back to north end of the SEAPARC parking lot and Phillips Road. The right of way does not currently extend all the way through the proposed alignment, however agreements were drafted alongside the previous design to acquire the necessary property, so this is not anticipated to be a major design constraint.

## **1.4 Design Guidelines**

The template for the design is based around the 25m Arterial cross section in the District's Transportation Master Plan. This is essentially the same as the cross section used in developing the 50% design. There is also some flexibility to downgrade the design cross-section to the 20m variant if design constraints dictate it as a superior option. This is the type of design option that will be a discussion point as part of the early-design memo. Appendices 3 and 4 show the 25m and 20m Arterial cross-sections respectively.

## **1.5 Project Challenges**

Because the majority of the preliminary engineering work has already been completed, the obvious design challenges such as the steep grades and tie-in points have already been considered. One significant change to be accounted for will be the shifting of the multi-use pathway location. The old 50% design anticipated an extra 5m of available right of way width on the west end of the project area, however this is unlikely to be acquirable, and thus either the pathway, or the centerline alignment of the road will have to shift. Aside from this, the primary challenges will likely be associated with sorting documents and information to determine what is relevant and useful, and what is expired/outdated. Communication will be extremely important both in terms of sharing information and files, and identifying opportunities to improve the overall design.

## **1.6 Project Objectives**

The key objective of this project is for the District to have a clear way to move forward, in terms of both the technical design elements and estimated costs, as well as with external approvals and documentation such as land acquisition, environmental requirements, and so on. A successful project would give the District the ability to progress the design to a tender-ready state, with a clear idea of design and project costs to inform budgeting and grant applications.

Upon completion of the conceptual design, the design and all CAD files, and the project roadmap will become property of the District. The District may elect to continue the design process through to the construction-ready stage and will reserve the right to continue with the original Consultant or request new proposals for the additional work.



## **2.0 Schedule**

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### **2.1 Project Timeline**

Proponents shall submit a schedule of key tasks and milestones with dates and sufficient detail for the Evaluation Team to assess the reasonable ability of the Proponent achieving the results in the time stated.

Proponents are to allow a minimum of three weeks turnaround time for District reviews of submissions noted in the provided schedules.

The District is hoping to have the conceptual design completed on a schedule whereby the tender-ready design could be completed and used for grant applications by summer of 2021.

### **2.2 Project Meetings**

It is anticipated that at a minimum, meetings will occur between the selected Consultant and District staff at the following milestone dates.

- Project Initiation Meeting
- Early design memo submission
- Conceptual design submission

Additional meetings may be necessary as requested by the District or the Consultant. The Consultant will be expected to take and distribute meeting minutes of all meetings.

## **3.0 General Services and Deliverables**

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### **3.1 General Services**

General services required to complete the tender ready detailed engineering design package include, but are not limited to:

- 1) Collect data and review site conditions, record drawings, legal plans, aerial photographs, utility alignments, previous studies, reports, etc;
- 2) Perform topographic survey as necessary to verify elevations, property lines, or other details necessary to complete the design;
- 3) Use existing orthography, contour models, and legal base plan data as required to complete the design;
- 4) Complete a comprehensive review of available construction options, and

provide in the form of an early design memo, including recommendations on the preferred construction option.

### 3.2 Deliverables

Deliverables required at milestones of the project include, but are not limited to:

#### 1) Early Design Memo

A memo is required at the early design phase to report the Consultant's preliminary evaluation of the project and discuss areas where there are gaps or discrepancies in the previous design and documentation as compared to the District's vision of the project. The memo will provide:

- a) A brief summary of the documents and correspondence in the District's possession, evaluating completeness, and identifying any gaps in the data for District staff to investigate, for example where additional files are referenced, but are missing from the shared file set; and
- b) An overview of the existing design drawings, identifying areas where the design differs from current specifications and cross sections, and proposing any significant design changes to major elements like alignments and intersections if applicable.

The Consultant will be required to submit a draft of the Early Design Memo prior to a final submission. District staff will review the draft report and meet with the Consultant to review desired options prior to finalizing.

#### 2) Conceptual Design Submission:

- a) A conceptual design package, as per the requirements listed within this document and the *successful* Proponent's Proposed Project Delivery section of the Proposal Submission, showing at minimum:
  - Design brief detailing the rationale for the design. This document should be based on the final version of the Early Design Memo;
  - Design drawings showing all major details and infrastructure, such as curb and gutter, drainage, utility modifications (if necessary), etc.; and
  - Any additional details, drawings, or information as advertised in the successful Proponent's Proposal Submission.
- b) A project roadmap laying out the documentation, approvals, consultation, etc. necessary to move the project to a tender-ready state;
- c) Class C cost estimate; and

- d) Plans for any right of way acquisition if deemed to be necessary.

All submissions to be provided in the following formats:

- Three (3) paper copies
- One (1) digital copy (ACAD DWG & PDF file formats)

Digital copies of all submissions to be submitted via USB stick. Digital PDF drawings are to be submitted as both:

- separate PDF files for each separate drawing, **and**
- one single PDF binder file that contains all drawings.

## **4.0 Information**

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### **4.1 Available Information**

The following additional information will be made available to the *successful* Proponent:

- 1) All record drawings showing District owned utilities within the project areas.
- 2) A digital copy of available legal base plan data for project area.
- 3) Available mapping and ortho-photography.
- 4) Contour map of the area with 1.0 metre contours
- 5) Access to all District-owned files associated with the original 50% design.

This information will be made available upon request. All information is provided as reference material only and it is the responsibility of the Consultant to confirm the completeness and accuracy of all required information through site investigation, survey, testing, calculation, etc.

### **4.2 Privacy**

All of the information contained within the RFP is for the exclusive use of the Proponent for RFP response preparation purposes only and is not to be made publicly available in any manner. The Proponent and their team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.





# Appendix 1- Project Area Orthophoto

2020-12-16 9:30:22 AM

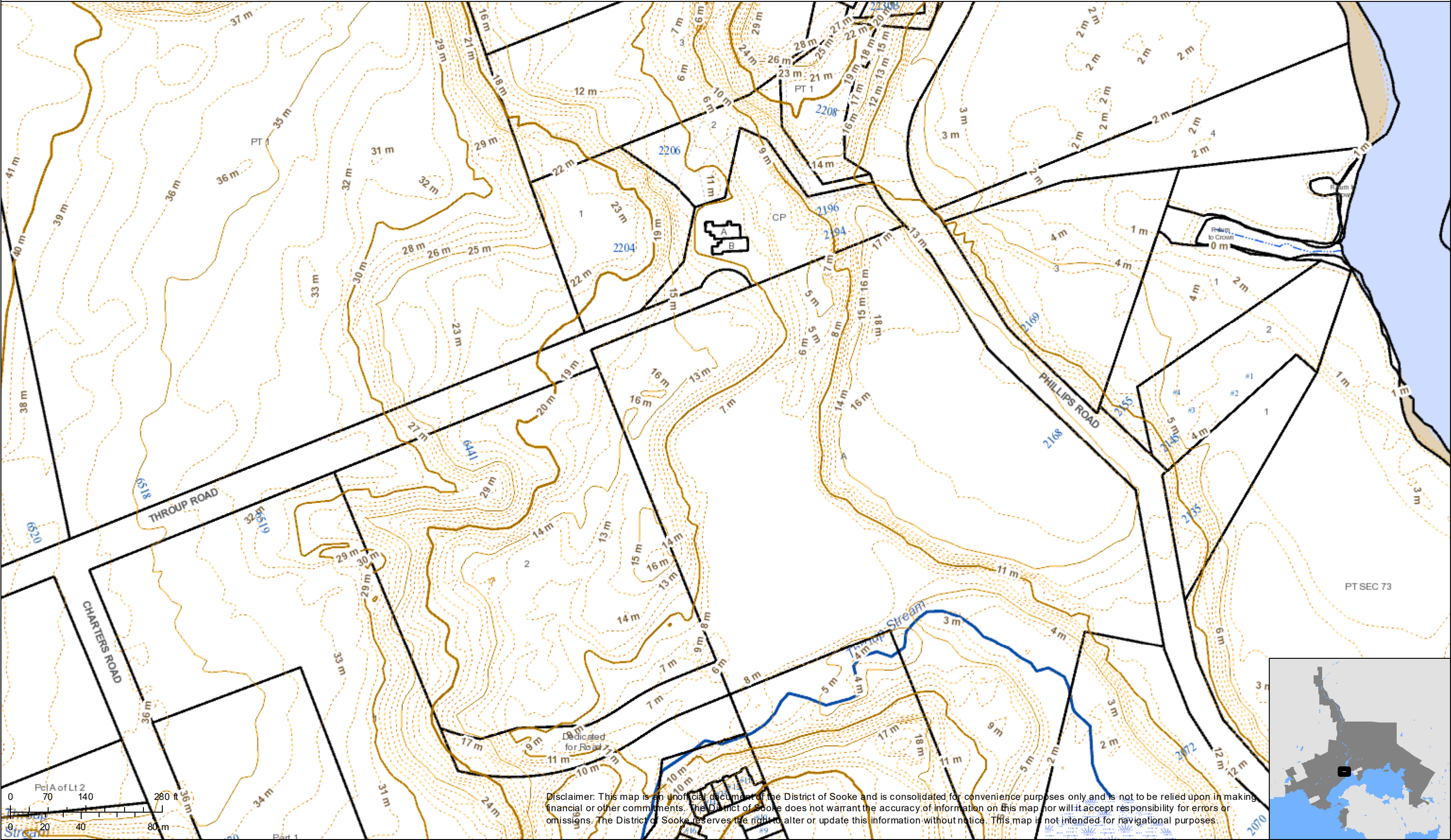






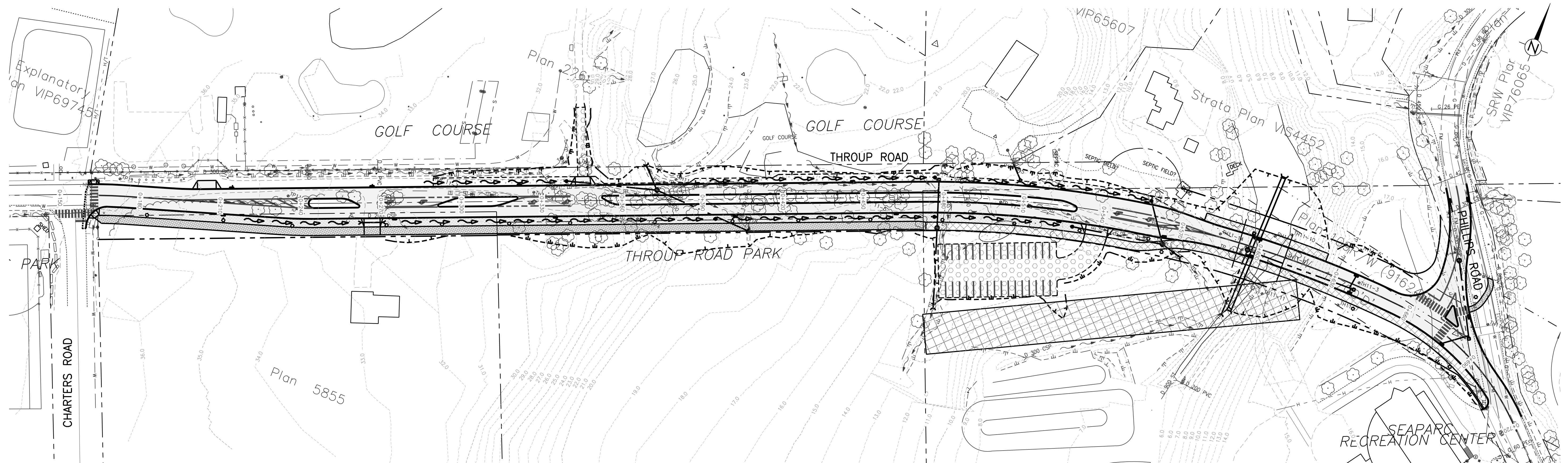
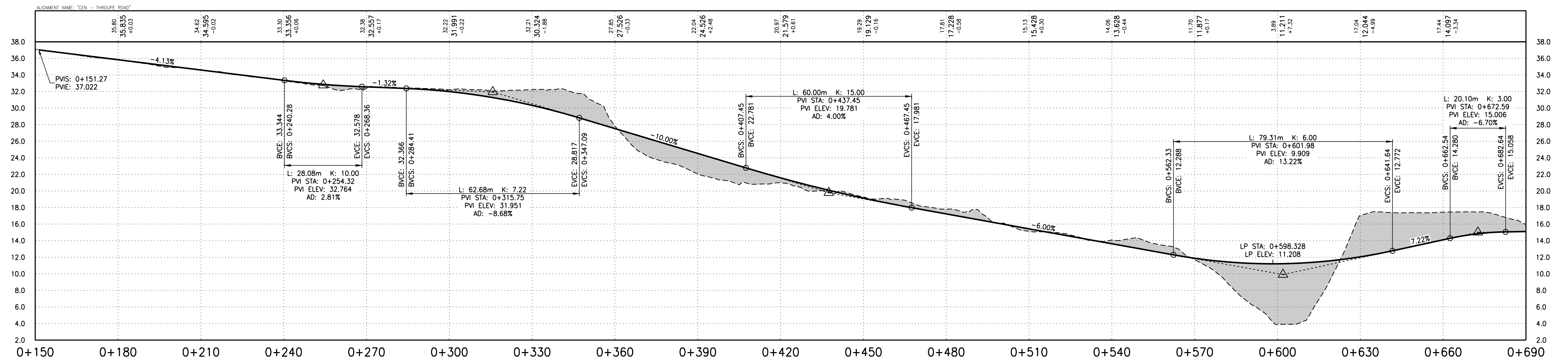
# Appendix 2- Project Area with Contours

2020-12-16 9:33:00 AM





## Appendix 3- General Site Plan and Profile from Old 50% Design

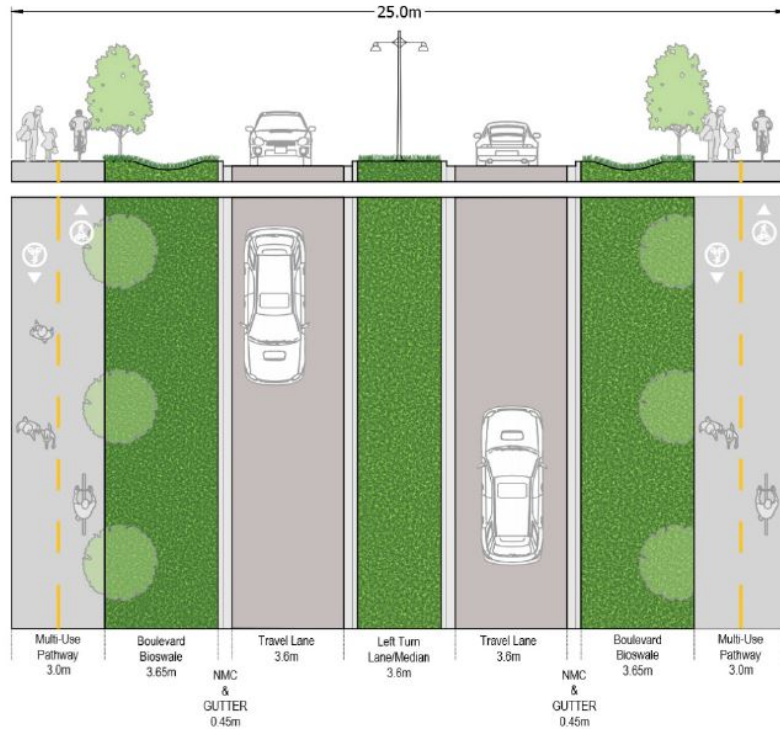


NOTE: DRAWING TO SCALE ONLY WHEN PLOTTED AT FULL SIZE: A1 (594x841mm) COPYRIGHT OF THIS DRAWING RETAINED BY ASSOCIATED ENGINEERING LTD., APPLY FOR PERMISSION TO USE ANY PORTION.

No.	DATE	REVISION	ENGR	EXISTING	PROPOSED	EXISTING	PROPOSED	LEGEND	ENGINEER	DESIGN	TITLE
A B	MAR 18 2011 MAY 30 2012	50% DESIGN SIDEWALK MOVED TO SOUTH SIDE	MD MD	            	            	PROPERTY LINE ROAD CURB SEWER FORCEMAIN DRAIN WATER H/T/C GAS DRIVEWAY TOP SLOPE BOTTOM SLOPE NOPOST FENCE	            	ASPHALT MULTI-USE TRAIL GRAVEL PARKING OR DRIVEWAY GRASS BIO-SWALE GRASS CONVEYANCE SWALE	WH: 0.0 = RETAINING WALL HEIGHT FROM EX. GRADE TO PROP. GRADE CATCHBASIN CURB INLET STRUCTURE, SEE TYP. DETAIL BIOSWALE LAWNBASIN, SEE TYP. DETAIL	MD GPA JESP DATE CREATED MAR 2011	GENERAL SITE PLAN AND PROFILE GRANT ROAD CONNECTOR PHASE 1 DISTRICT OF SOOKE 271-05-C.01
								SCALES  	CLIENT DISTRICT OF SOOKE	DRAWING NO. 271-05-C.01	SHEET 2 OF 11 REV B

## Appendix 4- Standard Design Cross-Sections

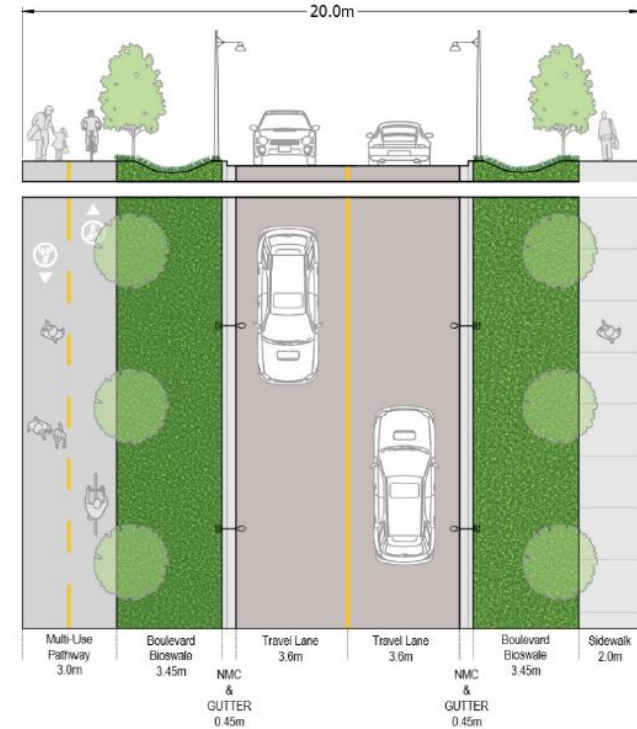
### ARTERIAL, 25M



#### Notes

- 3.5m bus bay to be located within boulevard where needed
- On street parking may be located within boulevard where needed

### ARTERIAL, 20M



#### Notes

- 3.5m bus bay to be located within boulevard where needed
- On-street parking may be located within boulevard where needed



SCHEDULE B

CONSULTANT  
GENERAL SERVICES AGREEMENT

For

**ENGINEERING CONSULTING SERVICES FOR  
THROUP ROAD TO PHILLIPS ROAD  
CONNECTOR DESIGN UPDATE**

**ISSUED:     December 17, 2020**





## GENERAL SERVICES AGREEMENT

Project Name: 2019-2022 Strategic Plan  
District of Sooke File No: 1790-20

**THIS AGREEMENT** dated for reference this day      of     , 2015.

### BETWEEN:

**(Name of Consultant)**, (incorporation no),  
having an address at **(Address)**

("the Consultant")

### AND:

**DISTRICT OF SOOKE**, a municipality incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia, V9Z 1J2

(the "District of Sooke")

### GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Consultant as an independent Consultant to perform *(type of services)* as more particularly described below, and
- B. The Consultant agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

**IN CONSIDERATION OF** the sum of one (\$1.00) dollar paid by the District of Sooke to the Consultant, and the mutual agreements and covenants under this Agreement, and as a condition of the District of Sooke retaining the Consultant, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### 1.0 Interpretation

- 1.1 In this Agreement, the following terms have the meanings set out after each:

"Agreement" means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

### 2.0 Schedules Incorporated

- 2.1 The following are Schedules to, and form an integral part of, this Agreement:

Schedule "A" – *(To be Determined)*  
Schedule "B" – Privacy Protection Schedule

- 2.2 If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

### **3.0 Effective Date and Term**

- 3.1 This Agreement takes effect immediately upon execution by all of the Parties.
- 3.2 The term of this Agreement is for that period (*set out in Schedule A or dates of term*).

### **4.0 Authority**

- 4.1 The Consultant represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

### **5.0 Services**

- 5.1 The District of Sooke hereby retains the Consultant as an independent Consultant to provide the services described in Schedule A ("the Services").
- 5.2 The Consultant shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- 5.3 The Consultant shall provide the Services during the time period set out in section 3.2 of this Agreement regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- 5.4 The Consultant will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

### **6.0 Compensation**

- 6.1 During the term of this Agreement the District of Sooke shall pay the Consultant for the Services at the rates and times described in Schedule A.
- 6.2 The Consultant shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule A.
- 6.3 The District of Sooke shall reimburse the Consultant for all necessary expenses that the Consultant incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- 6.4 The District of Sooke shall not pay the Consultant for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- 6.5 Any expense claims provided by the Consultant to the District of Sooke shall be supported by proper receipts.

## **7.0 Consultant's Obligations**

- 7.1 The Consultant shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Consultant agrees to indemnify and save harmless the District of Sooke from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this Agreement.
- 7.2 The Consultant shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- 7.3 The Consultant shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- 7.4 The Consultant shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- 7.5 The Consultant shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- 7.6 The Consultant shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- 7.7 The Consultant shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- 7.8 The Consultant shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- 7.9 All workers hired by the Consultant to perform the Services shall be the employees of the Consultant and shall not be the employees of the District of Sooke.
- 7.10 The Consultant shall refrain from doing anything that would result in workers hired by the Consultant being considered the employees of the District of Sooke.
- 7.11 The Consultant shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- 7.12 Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Consultant shall not remove or replace them without the District of Sooke's prior written approval.
- 7.13 The Consultant shall bear the expense of replacing its workers.
- 7.14 Nothing in this Agreement restricts the right of the Consultant to terminate its employee's employment, or renders the Consultant liable for an employee's voluntary termination, or for any labour strike or lockout involving the Consultant's employees.

## **8.0 Conflict of Interest**

- 8.1 The Consultant shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

## **9.0 Subcontracting**

- 9.1 The Consultant shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- 9.2 The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Consultant to retain another qualified subcontractor.
- 9.3 No subcontract, whether consented to or not, shall relieve the Consultant of any obligations under this Agreement.
- 9.4 The Consultant shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

## **10.0 Non-Compliance**

- 10.1 If the Consultant fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
- (a) allow the Consultant to continue to provide the Services with a time limit for compliance, rectification or both; or
  - (b) suspend all or part of the Services, including payments in whole or in part, and give the Consultant a time limit for compliance, rectification or both.
- 10.2 If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Consultant has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Consultant's obligations on the Consultant's behalf and/or termination of this Agreement, and the Consultant shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

## **11.0 Termination**

- 11.1 The District of Sooke may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Consultant and paying the Consultant an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Consultant under this Agreement.
- 11.2 The District of Sooke may terminate this Agreement if the Consultant fails to comply with any of the terms, covenants and agreements that the Consultant must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Consultant of notice in writing from the District of Sooke specifying the failure.
- 11.3 The Consultant may terminate this Agreement by providing ninety (90) days' written notice of termination to the District of Sooke.

## **12.0 Information Made Available**

- 12.1 The District of Sooke shall make available to the Consultant all information in its possession that the District of Sooke considers relevant to the Consultant's performance of the Services.

## **13.0 Intellectual Property**

- 13.1 The Consultant agrees that any documentation or deliverables developed by the Consultant for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

## **14.0 Materials and Equipment**

- 14.1 Any material or equipment that the District of Sooke provides to the Consultant, or to a subcontractor hired by the Consultant, shall remain the exclusive property of the District of Sooke.
- 14.2 The Consultant shall deliver to the District of Sooke any material or equipment provided to the Consultant or the Consultant's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Consultant, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

## **15.0 Insurance**

- 15.1 The Consultant shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in the District's Risk Management – Contract Services Policy 5.4, and shall ensure that the District of Sooke is named as an insured.
- 15.2 The Consultant shall apply to the Workers' Compensation Board for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the term of this Agreement.
- 15.3 The Consultant may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- 15.4 The Consultant shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

## **16.0 Confidentiality**

- 16.1 The Consultant acknowledges that in the performance of its responsibilities hereunder, the Consultant may have access to confidential information and records and the Consultant shall maintain strict confidentiality concerning any information, data, reports, instructions or

directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").

- 16.2 Statements or materials related to the Services shall not be released by the Consultant to the public without the prior written approval of the District of Sooke. This approval will not be unreasonably withheld.
- 16.3 During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
  - (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or due to a legal requirement for disclosure
  - (b) where the information is already publicly available;
  - (c) with the prior written consent of the District of Sooke.
- 16.4 All Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- 16.5 The Consultant agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- 16.6 The Consultant agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Consultant shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- 16.7 The Consultant agrees that, upon request of the District of Sooke, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Consultant will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Consultant that:
  - (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
  - (b) is connected with or derived from the Consultant's Services to the District of Sooke.
- 16.8 The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Consultant agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
- 16.9 The Contractor will comply with and agrees to the Privacy Protection Schedule B of this Agreement.

## 17.0 Notices

- 17.1 Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4<sup>th</sup>) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.
- 17.2 Notices under this Agreement are to be delivered as follows:

### **To the District of Sooke:**

District of Sooke of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2  
Attention: Corporate Officer

Fax: (250) 642-0541

### **To the Consultant:**

**(Name of Consultant)**  
(Address)

## 18.0 Dispute Resolution

- 18.1 In the case of any dispute arising between the District of Sooke and the Consultant, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

## 19.0 Force Majeure

- 19.1 For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Consultant.
- 19.2 If the Consultant is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Consultant shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Consultant's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- 19.3 The parties acknowledge and agree that during an event of Force Majeure, the Consultant's obligations pursuant to this Agreement shall be reduced or suspended as the case may be,

but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Consultant to resume its obligations.

## **20.0 No Assignment**

20.1 The Consultant may not assign any of its rights or interests in this Agreement.

## **21.0 Binding on Successors**

21.1 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

## **22.0 Remedies Cumulative**

22.1 No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Consultant to collect any sum not paid when due, without exercising the option to terminate this Agreement.

## **23.0 Waiver**

23.1 Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Consultant must not be deemed to be a waiver of any subsequent default by the Consultant. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

## **24.0 Indemnity**

24.1 The Consultant shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Consultant or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Consultant is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.



## **25.0 Release**

- 25.1 The Consultant releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Consultant may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Consultant under this section survive the expiry or earlier termination of this Agreement.

## **26.0 General**

- 26.1 Time is of the essence of this Agreement.
- 26.2 Parties may by written agreement amend this Agreement
- 26.3 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, Consultants, officers, licensees and invitees of such party, wherever the context so requires or permits.
- 26.4 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- 26.5 Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- 26.6 The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- 26.7 This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Consultant acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- 26.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 26.9 The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

**NOW THEREFORE** as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the    day of   , 2015

**District of Sooke** by its authorized  
signatories: )

\_\_\_\_\_  
Mayor: )

\_\_\_\_\_  
CAO: )

DATED the    day of   , 2015 )

**(Name of Consultant)** by its  
authorized signatories: )

\_\_\_\_\_  
Name: )

\_\_\_\_\_  
Name: )

**SCHEDULE A**

***To Be Determined***

SAMPLE

## SCHEDULE B

### PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the District of Sooke (the "Public Body") and \_\_\_\_\_ (the "Contractor")  
respecting \_\_\_\_\_ (the "Agreement").

#### Definitions

1. In this Schedule,
  - (a) "**access**" means disclosure by the provision of access;
  - (b) "**Act**" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

#### Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

#### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

#### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information

management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



SCHEDULE C

PRIME CONTRACTOR AGREEMENT

For

**ENGINEERING CONSULTING SERVICES FOR  
THROUP ROAD TO PHILLIPS ROAD  
CONNECTOR DESIGN UPDATE**

**ISSUED:     December 17, 2020**

# Confirmation of Prime Contractor's Main Responsibilities Under Worksafe BC's Occupational Health and Safety Regulations and the *Workers Compensation Act*

Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Consulting Engineer: \_\_\_\_\_

**YES      NO**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. The Contractor acknowledges appointment as Prime Contractor on the construction project noted below.</li> <li>2. The name of the Prime Contractor's Qualified Coordinator of occupational health and safety activities for this project has been submitted to the Owner and is as shown below.</li> <li>3. The Prime Contractor understands that in any conflict of directions, Worksafe BC OH&amp;S Regulations and/or the <i>Workers Compensation Act</i> shall prevail.</li> <li>4. The Prime Contractor understands and will direct that all supervisors/coordinators must immediately report any apparent conflict as described above.</li> <li>5. The Prime Contractor agrees that their supervisor shall immediately notify the consulting Engineer's representative of any reported conflict.</li> <li>6. The Prime Contractor has requested and received information from the Owner regarding any known hazards to the health and safety of persons pre-existing at the workplace.</li> <li>7. The Prime Contractor has conducted an inspection of the workplace to verify the presence of any hazards.</li> <li>8. The Prime Contractor will communicate hazards information to any persons who may be affected and ensure that appropriate measures are taken to effectively control or eliminate the hazards.</li> <li>9. The Prime Contractor accepts that written documentation such as notes, records, inspections, meeting minutes, etc., on all health and safety issues must be available upon request to the Municipality of North Cowichan's representatives and/or to a Worksafe BC officer at the workplace.</li> <li>10. The Prime Contractor will confirm that all workers are suitably trained and competent to perform the duties for which they have been assigned.</li> <li>11. The Prime Contractor confirms that safety orientation of all new workers will be conducted.</li> <li>12. The Prime Contractor's written Safety Program has been provided to the Owner's representative.</li> <li>13. The Prime Contractor confirms that meetings to exchange information on any safety issues, concerns, hazards or safety directives will be conducted weekly or more often if required.</li> <li>14. The Prime Contractor confirms that before the commencement of work, crews will attend a daily crew safety meeting.</li> <li>15. The Prime Contractor confirms that their supervisor has assessed and will coordinate the workplace first-aid requirements.</li> <li>16. The Prime Contractor confirms that the procedure to transport injured workers is established.</li> </ol> | <div style="text-align: center;"> <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> </div> |
|---|--|

**Prime Contractor Representative's Name:** \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Prime Contractor's OH&S Coordinator Name:** \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# RECEIPT CONFIRMATION FORM

DISTRICT OF SOOKE

## Request for Proposal

ENGINEERING CONSULTING SERVICES FOR

THROUP ROAD TO PHILLIPS ROAD

CONNECTOR DESIGN UPDATE

**Closing date and time:** 3:00 PM, Pacific Standard Time, **January 20, 2021**

**As receipt of this document, and to directly receive any further information about this pre-qualification, please return this form to:**

ATTN: BRIAN DERRICK  
2205 Otter Point Road, Sooke, BC, V9Z 1J2  
Phone: 250.642.1634  
Email: [info@Sooke.ca](mailto:info@Sooke.ca)

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

DISTRICT/PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_