

## City of Coquitlam

Request for Information and Qualifications RFIQ No. 20-02-03

Detailed Design for Austin Works Yard Renewal (Phase One)

Issue Date: February 12, 2020

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- APPENDIX A Austin Works Yard Renewal (Phase One) Concept Design
- APPENDIX B Sewer/Water-Use Building Office Conversion Concept Design
- APPENDIX C Pro Forma Consulting Services Agreement

### **SUBMISSION FORM**

### **Summary of Key Information**

RFIQ Reference	RFIQ No. 20-02-03 Detailed Design for Austin Works Yard
Overview of the Opportunity	The purpose of this RFIQ is to create a shortlist of qualified firms to participate in the upcoming RFP for the Detailed Design for Austin Works Yard Renewal (Phase One) in Coquitlam, BC.
Questions	Questions are to be submitted in writing quoting the RFIQ number and name sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a>
Addenda	Respondents are to check the City's website for any updated information and addenda issued, before the Closing Date at the following website:  www.coquitlam.ca/BidOpportunities
RFIQ Closing	2:00 pm local time
Date and Time	Thursday, February 27, 2020
Instructions for Submission	Submissions are to be consolidated into one PDF file and uploaded electronically through Qfile, the City's file transfer service accessed at <a href="mailto:qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a>
	1. In the "Subject Field" enter: RFIQ Number and Name
	2. Add files in .pdf format and Send
	(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.)
	Submissions shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Submissions not received.
	The City at their sole discretion reserves the right to accept Submissions that are received after the Closing date and time.
	Submissions will not be opened in public. Phone 604-927-3060 should assistance be required.
Participation	Respondents are advised that the guidelines for participation that will apply to this RFIQ are posted on the City's website: <u>Instructions to Respondents</u>
Obtaining RFIQ Documents	RFIQ Documents are available for download from the City of Coquitlam's website: <a href="https://www.coquitlam.ca/BidOpportunities">www.coquitlam.ca/BidOpportunities</a>
	Printing of RFIQ documents is the sole responsibility of the Respondents.

### **DEFINITIONS**

In this Request for Information and Qualifications, the following terms will have the meaning set out below:

"City" means the City of Coquitlam.

"Consultant" means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Information and Qualifications and all associated documentation, which also includes mutually agreed revisions and submission of a subsequent Proposal. Both "Consultant" and "Respondent" are complementary in terms of duties, obligations and responsibilities contemplated at the RFIQ stage, through evaluation process, execution and performance of the services and works.

**"Contract"** means the City Consulting and Professional Services Agreement, Purchase Contract or Purchase Order (PO) incorporating the information contained in this RFIQ, the, <u>Standard Terms and Conditions - Consulting and Professional Services</u> published on the City's website, the response, addenda, subsequent negotiations, proposal accepted, clarifications, correspondence, the totality of which will constitute the Contract.

"Proponent" means an entity that submits a subsequent Proposal in response to this RFIQ.

"RFIQ" "Request for Information and Qualifications" shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Information and Qualifications.

"Respondent" means an entity that submits a response to this RFIQ.

**"Services"** means and includes anything and everything required to be done by the Respondent described in this RFIQ.

"Submission" means information and qualifications submitted for evaluation in response to this RFIQ.

### 1.0 INTRODUCTION

### 1.1. Project Description

The City of Coquitlam (the 'City') Requests Information and Qualifications from professional qualified firms to provide Detailed Design, Contract Administration and Construction Review services (the 'Services') for the **Detailed Design of Austin Works Yard Renewal Project (Phase One)** in Coquitlam, BC.

The selection process will generally conform to the InfraGuide® - <u>Infraguide Selecting a</u> Professional Consultant

Austin Works Yard (Yard), located at 500 Mariner Way in Coquitlam, has reached its operational capacity and contains a number of structures, including the Fleet Maintenance Building and Auxiliary Building that have reached the end of their useful life. An Austin Works Yard Master Plan was approved by Council to guide the long-term phased redevelopment of the Yard to meet the servicing needs of the City. Phase One of the Austin Works Yard Renewal prioritizes elements in critical need of replacement and includes the following components:

- Construction of a new 3,440 m2 (37,030 sq. ft.) Fleet Maintenance and Workshop Building;
- Expansion of the western portion of the existing yard and associated bulk storage to the north and west;
- Conversion of existing workspaces within the Water Sewer Utility Building to administrative space;
- Intersection improvements at Bray St. and Austin Avenue; and
- Abatement and demolition of the existing Fleet Maintenance Building and Auxiliary Building.

The preliminary concept drawings of Phase One can be found in the attached (Appendix A and B). It is expected that the existing yard and facilities will remain operational during construction to ensure that service to the community is not interrupted.

### **Lead Consultant:**

The successful Respondents of the RFIQ will be asked to participate in the RFP selection phase. The successful Respondent of the RFP phase will subsequently act as the lead design consultant on the project and will be responsible to provide the qualified professional services as required through the various phases of the detailed design. Additional Sub-consultant services can include but are not limited to the following:

- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Electrical Engineering
- Mechanical Engineering
- Transportation Planning and Engineering
- Building Envelope
- Quantity Survey
- Code Consultant
- Energy Modeling Consultant

Respondents will be required to identify the members of the Consultant team and the project leads of the sub-consultants.

As part of the RFIQ process, the Consultant may be asked to meet with the Evaluation Committee to provide clarifications on the submission, architectural program and user expectations.

#### 2.0 SCOPE OF SERVICES

The successful Respondent (the 'Consultant') of the RFIQ and upcoming RFP phase shall provide all the Services necessary for the City to deliver final detailed design and tender package for the first phase of the Austin Works Yard Renewal project in collaboration with its Sub Consultants and City staff. The Consultant will be expected to work closely with key stakeholders and the project team throughout the development of the detailed design, contract documentation and construction administration to ensure design goals and objectives are met.

### 3.0 PROJECT SCHEDULE, PHASING AND COORDINATION

### 3.1 Project Schedule Acknowledgement

Respondents are responsible for their availability and ability to meet anticipated schedule and completion dates with a written acknowledgement of their ability to deliver the required Services to the City given their existing workload and future commitments. If the Respondent cannot meet the completion date for the 'Design Schedule' or, the target completion date for the 'Construction Schedule', then this should be clearly identified in the submission.

### 3.2 Authorization to Proceed

Pending completion of the RFP phase, selection, award and authorization to Proceed with the work would be granted in March 2020.

### 3.3 Schedule Overview

The following milestones support the issuing of the project for tender by April, 2021

MILESTONES	DATE
Commence Detail Design	March, 2020
Submit for Building Permit Application	November, 2020
Detail Design 95% and Class A Cost Estimate	February, 2021
Building Permit Approval	February, 2021
Finalize contract documentation, construction	March, 2021
drawings and specifications	
Council Review and Approval	March, 2021
Issue for Tender (Pending on Permit Approval)	April, 2021

### 4.0 EVALUATION CRITERIA

### 4.1 Evaluation Committee

The evaluation of submissions will be undertaken on behalf of the City by an 'Evaluation Committee' appointed by the City.

#### 4.2 Evaluation Criteria

Submissions will be evaluated to determine the Respondent which is most qualified and advantageous to the City, using the following criteria:

### PROJECT TEAM, QUALIFICATIONS, EXPERIENCE AND REFERENCES - 70 POINTS

- a) <u>Project Team and Roles</u>: Description and role of Consultant team members and team leads of sub-Consultants; experience and qualifications of the team members relevant to this project.
- b) <u>Demonstrated Experience:</u> Demonstrated performance on similar projects including, but not limited to, successful delivery of municipal projects, work yards and associated infrastructure.

### **VALUE ADDED BENEFITS - 30 POINTS**

- a) <u>Value Added Benefits</u>: Demonstrated ability in previous projects to create innovative, creative and cost effective design approaches;
- b) <u>Sustainable Benefits</u>: Demonstrated ability in previous projects to integrate cost effective sustainable design options and solutions.

The City reserves the right to release the names of Respondents however no scores will be provided.

### 4.3 Selection Process

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Respondent with respect to any Submission, and the Evaluation Committee may make such requests to only selected Respondents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Submission. Submissions will be compared to select ones that are most advantageous.

The Evaluation Committee, may, at its sole discretion, request interviews with the highest ranked Respondent(s) to present their Submission. Information obtained from interviews will be scored to complete the evaluation if meeting with more than one Respondent.

The City reserves the right to accept or reject any or all Submissions or cancel the RFIQ. Submissions will be analyzed to determine best overall value to the City.

The selection process will generally conform to the InfraGuide® - <u>Infraguide Selecting</u> a Professional Consultant

### 4.4 Negotiation

The City will prior to award will negotiate the final detailed Scope of Services, including price and sub-consultants with one or more Respondents, proposing the "best value" without having any duty to advise any other Respondent or to allow them to vary their Submission as a result of changes.

The City will finalize the detailed scope of services and price with the successful Respondent and may enter into a changed or different scope of services with the Respondent proposing "best value", without liability to Respondents that are not awarded the Contract.

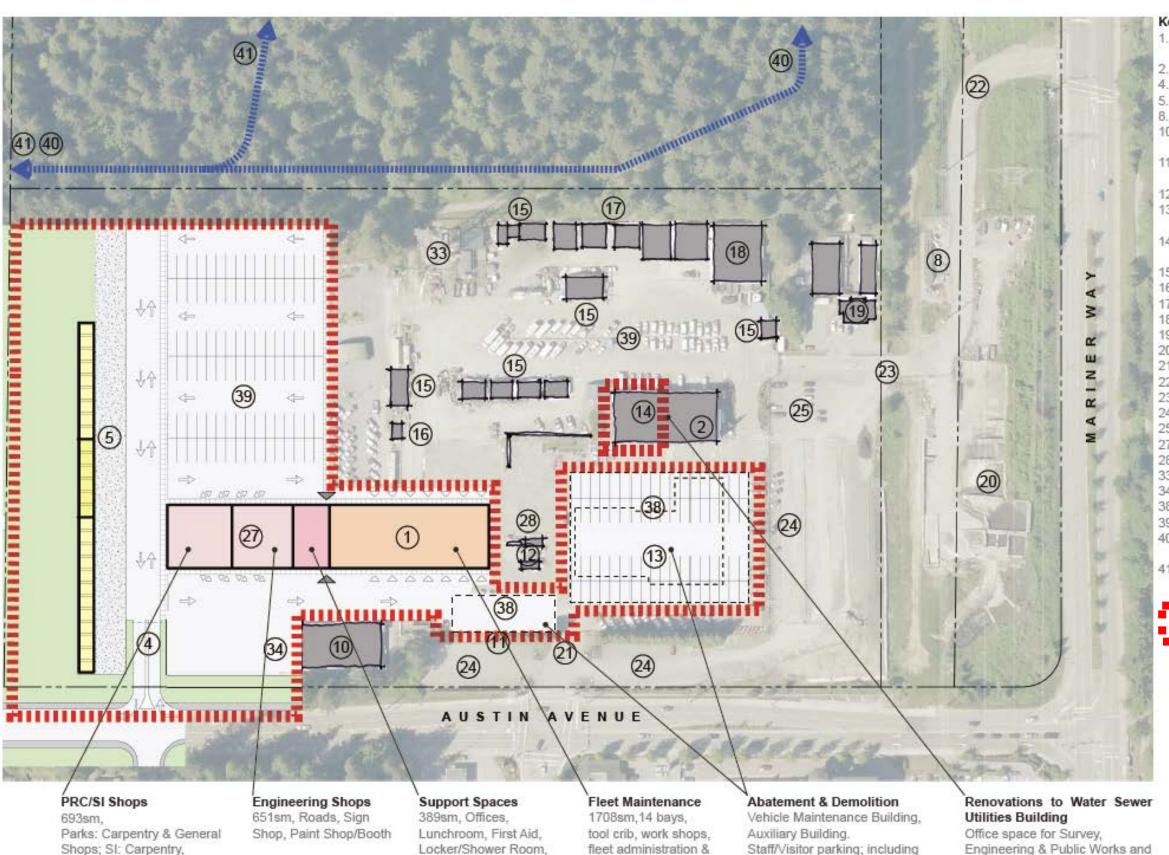
### 4.5 Litigation

The City may, it its absolute discretion, reject a Submission if the Respondent, or any officer or director has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Respondent.

In determining whether or not to reject a Submission, the City will consider whether the litigation is likely to affect the Respondents ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

## **APPENDIX A**

# Austin Works Yard Renewal (Phase One) Concept Design



- 1. New Fleet Maintenance Building
- Stores
- 4. Bray Street Gate
- 5. Material Storage Bins
- 8. Refuse and Recycling
- 10. Parks & Recreation Modular Building
- 11. Auxiliary Building (to be demolished)
- 12. Fuel Dispensing
- 13. Fleet Maintenance Building (to be demolished)
- 14. Water Sewer Utilities Building
- 15. Storage Sheds
- 16. Gas/Hydro Utilities
- 17. Vehicle Storage Tents
- 18. Salt, Sand & Brine Storage
- 19. Animal Shelter
- 20. Decanting Facility
- 21. Austin Street Gate
- 22. Service Access Road
- 23. Mariner Way Gate
- 24. Staff Parking
- 25. Visitor Parking
- 27. New Workshops
- 28. Wash Bay
- 33. Communications Tower
- 34. PRC Yard & Greenhouse
- 38. Temporary Fleet Parking
- 39. Fleet Parking
- 40. Mundy Park Community
- 41. Mundy Park Austin Trail



Area of anticipated Phase One works

Shops; SI: Carpentry, HVAC/Mech, Electrical, General Maintenance, Administrative Support

WC's, Janitor

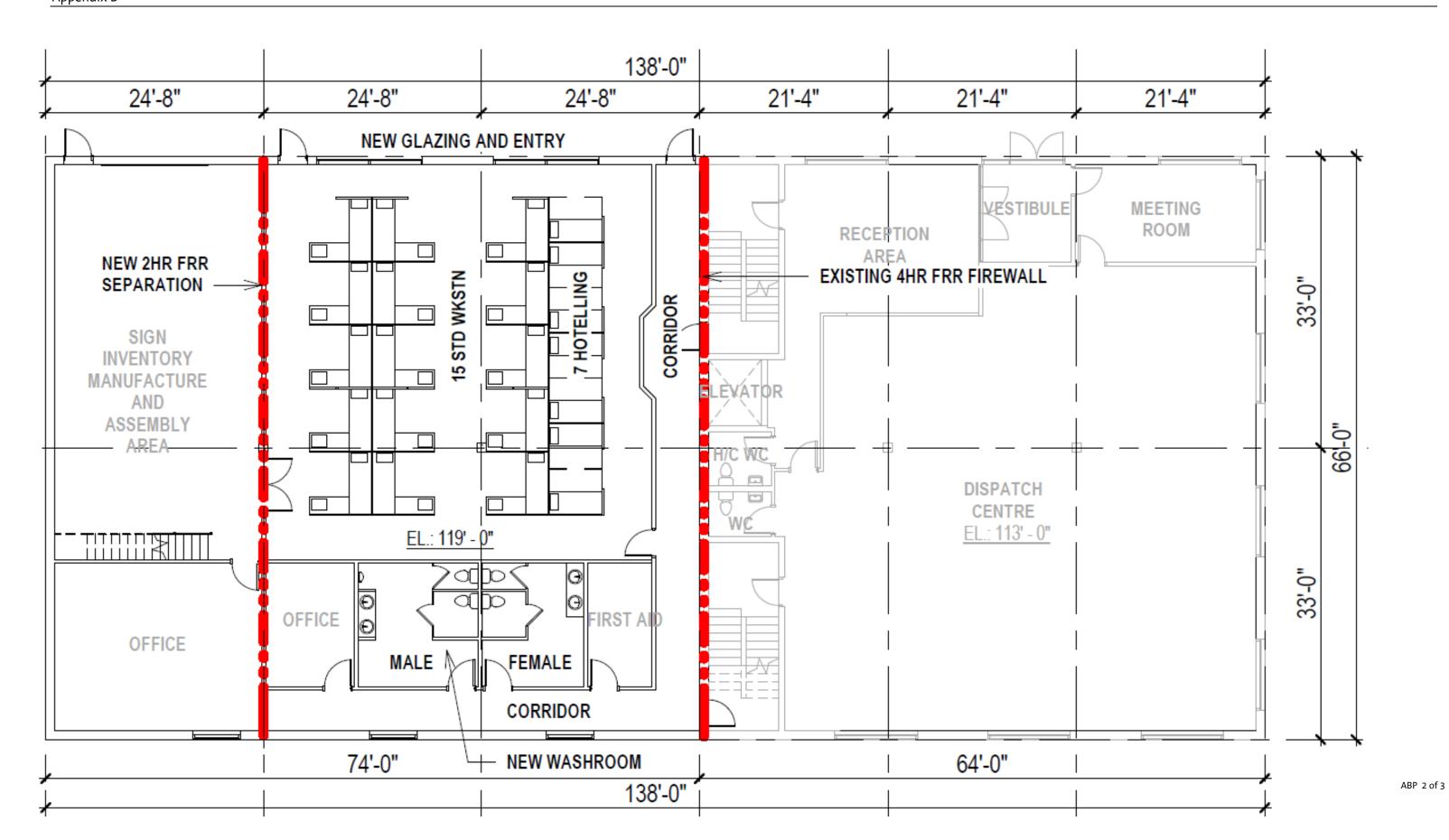
fleet administration & support spaces

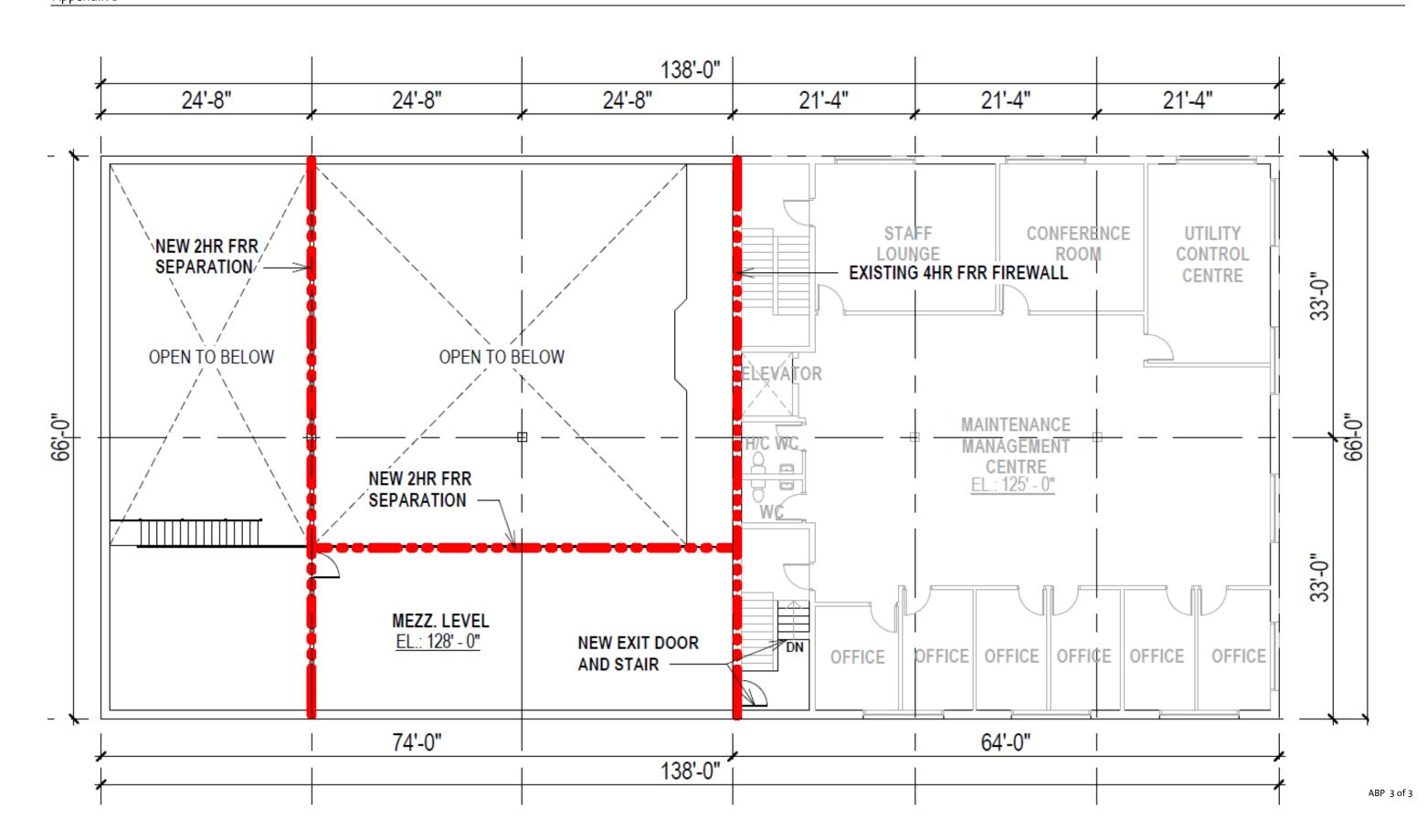
Staff/Visitor parking; including 'temporary paved surface, landscape and screening

Engineering & Public Works and Bylaws from vacated Carpentry Shop, including engineering and Building Code upgrades.

### **APPENDIX B**

# Sewer/Water-Use Building Office Conversion Concept Design





### **APPENDIX C**

# Pro Forma Consulting and Professional Services Agreement



### **Appendix C**

# City of Coquitlam Contract No. 20-02-03

**CONSULTING AND PROFESSIONAL SERVICES AGREEMENT** 

# Detailed Design for Austin Works Yard Renewal (Phase One)

**BETWEEN:** The City of Coquitlam (the "City")

3000 Guildford Way Coquitlam, BC V3B 7N2

**AND:** [Consultant's Name] (the "Consultant")

[Consultant's address]

THIS AGREEMENT WITNESSES that the City agrees to retain the Consultant to furnish certain consulting services, and the Consultant agrees to furnish the consulting services under the terms and conditions as follows:

- **1.0 "Contract Documents**" means the following documents:
- 1.1 (1) the Form of Agreement: Section 01000
  - (2) the Schedule of Services, Fees, Rates and Charges: Section 01200
  - (3) the General Conditions: Section 01400
  - (4) [ any other documentation eq. RFP, Consultant's proposal, etc];
- 1.2 The Contract Documents shall form part of this Agreement as though recited in full.
- 1.3 In the event of discrepancies, inconsistencies or ambiguities in provisions of the Contract Documents, the provisions of the document that first appears on the list in Clause 1.1 shall take precedence and govern over the provisions of a document subsequently appearing on the list.
- 2.0 Services to be Performed and Period of Service:
- The services to be provided by the Consultant are [ describe services to be provided ] (the "Services").
- 2.2 The Consultant shall perform and complete the Services with care, skill, due diligence and efficiency.
- The Term of this Agreement will commence on [ date ] and will expire on [ date], unless otherwise extended or terminated by the parties.

### 3.0 Agreement Amount:

3.1 Subject to the terms and conditions of this Agreement and in consideration for the satisfactory performance of the Services, the City shall pay to the Consultant a fee not to exceed [amount] Dollars, (\$000,000.00), including expenses, for the Services to be provided as outlined in Section 01200 Schedule of Fees, Rates and Charges.

- 3.2 Where progress payments are required the Consultant shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City.
- 3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the Consultant.

### 4.0 Time is of the Essence:

4.1 Time shall be of the essence in the performance of the Services.

### 5.0 Entire Agreement:

5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Consulting and Professional Services Agreement between the parties with respect to the subject matter hereof.

### 6.0 Amendment:

6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the City and the Consultant.

### 7.0 Contract Administrator:

7.1 For the purposes of this Agreement, the City designates as its Contract Administrator:

[ name, address , telephone , fax ]

7.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

[ name, address , telephone , fax ]

Section 01000 FORM OF AGREEMENT Page 3 of 3

AGREED:		
SIGNED on behalf of the City:		
	Authorized Signatory	
Name & Title	Name & Title	
	Date	
SIGNED on behalf of the Consultant:		
Authorized Signatory	Authorized Signatory	
Name & Title	Name & Title	
 Date		

es:
9

Refer to RFP XX-XX-XX

### 2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP XX-XX-XX

### 3.0 Consultant Project Team:

Refer to RFP XX-XX-XX

### 4.0 Consulting Fee & Rates:

Refer to RFP XX-XX-XX

- 1. Agreement: Unless expressly stated otherwise on a purchase order or purchase contract (each "PO") issued by the City of Coquitlam ("City"), these Standard Terms and Conditions Consulting and Professional Services are incorporated into and form part of the PO and are binding upon the consultant named therein ("Consultant"). The PO, together with these Standard Terms and Conditions Consulting and Professional Services and any other documents referenced herein or in the PO, constitutes the entire agreement ("Agreement") between the City and Consultant with respect to the subject matter of the PO and supersedes any prior understanding or agreements between the parties, whether written or oral. If the PO is not signed by Consultant, Consultant will be deemed to have agreed to be bound by this Agreement through its acceptance of the PO or the performance of services hereunder.
- 2. **Services:** Consultant agrees to provide the services identified in the PO, those services necessary or incidental thereto and all deliverables related thereto ("Services") in accordance with the terms and conditions of this Agreement.
- 3. Amendments: No amendment to this Agreement will be valid or binding unless made in writing and duly executed by the City.
- 4. Purchase Order Number: The PO number(s) must appear on all invoices, progress billing and correspondence.
- 5. Invoices: Consultant will submit invoices in PDF format, quoting the PO number, sent to email: <a href="mailto:apinvoices@coquitlam.ca">apinvoices@coquitlam.ca</a>. Invoices will be submitted upon completion of the Services, showing the PO number and the Services invoiced. Consultant must show as a separate item on the invoice any applicable sales taxes or service charges, and show on the invoice to which item it is applicable.
- 6. Price: All prices, fees and costs will be as stated in the PO and in Canadian funds, unless otherwise noted on the PO.
- **7. Taxes:** If PST or GST is applicable, Consultant must provide its PST and GST registration numbers to the City with the delivery of the invoice.
- 8. Payment and Discounts: Payment terms are net thirty (30) days from the date the Services are accepted by the City or receipt of invoice, whichever is later. Early payment discounts will be calculated from the date the Services are accepted by the City, or receipt of invoice, whichever is later. Any cash discount periods will be calculated from the date the invoice is received by the City. The City will not be responsible for the payment for any services performed without a PO. Payment of any invoice prior to the provision of the Services will not be deemed to be an acceptance of the quality or sufficiency of the Services as invoiced, or at all.
- **9. Payment Set Off:** The City may withhold sums due to Consultant hereunder and apply such sum against Consultant's obligations to its suppliers or sub-consultants in relation to this Agreement or as a set off for any deficient Services or Services otherwise not performed in accordance with the terms hereof.
- **10. Audit:** If payment for Services, or any part thereof, is made on the basis that the price directly relates to Consultant's costs, the City has the right to audit Consultant's records relating to such costs, at any reasonable time for one year after final acceptance of the Services.
- 11. Review and Acceptance: All Services are subject to review and approval by the City. The City may refuse acceptance of Services that are deficient do not conform to specifications or that otherwise fail to comply with this Agreement. The City may review the Services at any time, but no review, inspection or approval by the City (or the failure to do the same) relieves Consultant of its obligations hereunder and all responsibility related to the Services will be and remain with Consultant. If the City considers that any Services are deficient, fail to conform to specifications or fail to otherwise meet requirements herein, Consultant at its sole expense will promptly make the necessary corrections, including re-performing the Services. Consultant will be responsible for all costs associated with correcting any deficient or non-conforming Services.
- 12. Performance: Consultant will perform the Services with the same degree of care, skill, diligence and efficiency as would reasonably be expected from a qualified and skilled person performing similar services, and in accordance with sound current professional practices and design standards. Consultant represents and warrants that it has, and its employees and sub-consultants have, sufficient qualifications, expertise and experience to perform the Services in accordance with the requirements of this Agreement. Consultant acknowledges that its qualifications and experience were a major factor in the selection of Consultant for the Services.
- 13. Warranty: Without limiting any additional warranties provided by Consultant, Consultant warrants that all Services will be performed in a professional and workmanlike manner consistent with applicable industry standards, will be free from defects in design and materials and fit for their intended purpose, and will conform to applicable specifications, drawings or other requirements furnished by the City. Unless a longer period is specified in this Agreement, Consultant will, without cost to the City, correct or re-perform any Services which are or become deficient or that otherwise fail to conform to the requirements of this Agreement, within one year from the date of acceptance by the City. No express warranty or condition herein, nor any other term, will limit or exclude any warranty or condition otherwise imposed by statute. All warranties will remain in effect notwithstanding the expiry or earlier termination of this Agreement.

- 14. Deliverables: The City will solely own all materials, drawings, concepts, specifications, reports, plans, designs, depictions, models, prototypes, computer software, photographs, calculations and other data, information and materials created, developed, produced, acquired, computed or collected by the Consultant in the performance of the Services or otherwise resulting from the Services ("Deliverables"). Consultant transfers ownership of each Deliverable to the City, free and clear of all encumbrances, and assigns all of its world-wide present and future right, title and interest in and to each Deliverable, including copyright, effective as of the date of creation, development, production or acquisition by the Consultant.
- 15. Intellectual Property: Consultant covenants, represents and warrants that neither the Deliverables nor the provision of the Services infringe or will infringe any patent, copyright, trademark, trade secret or other intellectual property right. Consultant will indemnify and hold harmless the City against any and all loss, liability or expense attributable to any claim for alleged infringement of patent, copyright, trademark or trade secret arising out of the provision of the Services or normal use of the Deliverables, and Consultant at its sole expense will defend each such claim, provided that the City may participate in the defence without relieving Consultant of its obligations herein. This section will survive the expiry or earlier termination of this Agreement.
- 16. PCI DSS Applicable Goods and Services: If, through the provision of the Services, Consultant will have access to or the ability to impact the City's information technology environment, will receive, possess, store, process or transmit payment cardholder data on behalf of the City or using the City's information technology, or will provide software, equipment or systems that the City will use or allow to be used to process cardholder data, Consultant agrees to comply with and be bound by the provisions set out in the Payment Card Industry (PCI) Data Security Standard (DSS) document.
- **17. Compliance with Applicable Law:** Consultant will comply with all applicable laws, bylaws, orders, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, including all laws governing occupational health and safety and protection of the environment.
- **18. Safety and Workers Compensation:** Consultant will provide all Services in strict compliance with all applicable health and safety regulations and guidelines, including the *Workers Compensation Act* and regulations thereunder and any City safety procedures that Consultant has been instructed to follow. Consultant must be registered and in good standing with WorkSafeBC if required or permitted under the *Workers Compensation Act*, must maintain such good standing during the term of this Agreement and must provide its WorkSafeBC registration numbers.
- **19. Work Site:** For Services performed at a City site, Consultant acknowledges that the Consultant has inspected the site, agrees to accept the site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by Consultant to perform the Services.
- **20. Permits:** Consultant will, at its own expense, obtain and maintain all permits, licenses and other approvals required to provide the Services.
- **21. Business License:** If Consultant carries on business in the City, Consultant must have a valid and subsisting City of Coquitlam or Tri Cities Inter-municipal business license.
- 22. Non-Exclusivity: This Agreement does not entitle Consultant to exclusive rights for the provision of services.
- 23. Conflict of Interest: Consultant represents and warrants that neither it nor any of its officers or directors or any employee with authority to bind Consultant has any financial or personal relationship or affiliation with any elected officials or employees of the City or their immediate families that might in any way create or be seen to create a conflict between the loyalties owed by such official or employee to the City and the loyalties owed directly or indirectly to Consultant. Consultant will take steps to mitigate any actual or perceived conflict of interest, including offering gifts and benefits, and promptly notify the City in writing of any conflict of interest.
- **24. Ethical Conduct:** Consultant will at all times conduct its business with fairness, integrity and honesty and treat its employees and subcontractors respectfully and free of discrimination and harassment. Consultant will provide employees and subcontractors with a safe and healthy workplace.
- **25. Confidentiality:** Consultant will keep confidential all non-public information provided or obtained during performance of this Agreement.
- **26. Freedom of Information and Protection of Privacy Act:** Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* and that disclosure of information may be required pursuant thereto.
- **27. Disputes:** In the event of a dispute, the City and Consultant will make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- **28. Termination:** The City may terminate this Agreement at any time by giving notice to Consultant, and thereupon the City will be relieved of all further obligations hereunder except for the payment of the balance outstanding for Services properly provided prior to the time of termination. Termination will be without prejudice to any other rights or remedies the City may have against Consultant.

- **29. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE CITY BE LIABLE TO CONSULTANT FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.
- **30.** Liability Insurance: Consultant will maintain at its own expense: (a) Automobile Liability Insurance covering both owned and non-owned automotive vehicles; (b) Comprehensive or Commercial General Liability (CGL) Insurance in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage, and (c) Professional Errors and Omissions Liability in an amount not less than \$500,000 per claim and \$1,000,000 aggregate.
- 31. Indemnity: Notwithstanding any insurance requirements in this Agreement, Consultant will indemnify and hold harmless the City, its elected officials, employees, agents and other representatives from and against any and all losses, claims, demands, damages, causes of action, costs and expenses, including legal fees and expenses, of any kind whatsoever that the City may sustain, incur, suffer, or be put to at any time in connection with the performance of this Agreement, including any claim of infringement of intellectual property rights, where the same are based upon, arise out of or occur, directly or indirectly, in relation to any act or omission of Consultant or of any agent, employee, officer or director of Consultant, or any other person for whom it is responsible at law, in respect of this Agreement or a breach of this Agreement by Consultant, excepting liability arising out of, and to the extent of, the independent acts of the City. Consultant at its sole expense will defend all claims or suits in respect of the foregoing, but the City may participate in the defence thereof without relieving Consultant of any obligations hereunder. This section will survive the expiry or earlier termination of this Agreement.
- **32. Notices:** Notices under this Agreement will be in writing, and may be delivered by electronic mail, courier or registered mail to the Office of the Purchasing Manager.
- **33. Assignment:** Consultant may not, without the City's prior written consent, assign this Agreement, any monies due hereunder, or any claim arising in connection herewith, or subcontract all or any portion of the Services to be provided. The City's consent to any assignment or subcontract will not relieve Consultant from its obligations under this Agreement.
- **34. Relationship**: Nothing in this Agreement will have the effect of creating an employment, partnership, joint venture or agency relationship between the City and Consultant.
- **35. Governing Law:** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia.
- **36. Priority:** In the event of a conflict or inconsistency between these Standard Terms and Conditions Consulting and Professional Services and a provision of another document that is part of this Agreement, the provisions of these Standard Terms and Conditions Consulting and Professional Services will govern unless otherwise expressly stated in the other document.
- **37. Waiver:** Any failure of the City to enforce or require the strict keeping or performance of any of provision of this Agreement will not constitute a waiver and will not affect or impair the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such provisions.
- **38.** Time: Time is of the essence of this Agreement.
- **39. Enurement:** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, executors, administrators and permitted assigns.

#### Contact

Office of the Purchasing Manager

T: 604.927.3060 F: 604.927.3035 E: bid@coquitlam.ca

### **Mailing Address**

City of Coquitlam Attn: Purchasing Manager 3000 Guildford Way Coquitlam, BC V3B 7N2



# City of Coquitlam REQUEST FOR INFORMATION AND QUALIFICATIONS RFIQ No. 20-02-03

## Detailed Design for Austin Works Yard Renewal (Phase One)

Submissions will be received on or before 2:00 pm local time on:

Thursday, February 27, 2020 (Closing date and time)

### **INSTRUCTIONS FOR SUBMISSION**

Submissions are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at website: <a href="mailto:qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a>

- 1. In the "Subject Field" enter: RFIQ Number and Name
- 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Respondents are to allow ample time to complete the Submission process. If assistance is required phone 604-927-3060.

Submission Form			
Complete and return this Submission Form:			
Cook on the old have			
Submitted by:	(company name)		

City of Coquitlam
RFIQ No. 20-02-03 – Detailed Design for Austin Works Yard Renewal (Phase One)
Submission Form

SUBMISSION
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### 1.0 Project Team

- 1.1 Identify <u>Prime Consultant **team**</u> directly assigned to the Project including roles and responsibilities.
- 1.2 Identify Sub-consultant team leads directly assigned to the Project. At least two sub-consultant options should be identified within each service specialty.
- 1.3 Attach resumes including qualifications no longer than two pages. Qualifications should highlight experience relevant to the project requirements

Note: The personnel assigned to this project, as outlined in the submission, shall remain in-place for the duration of the Contract, unless prior written notification is provided.

### 2.0 Project Schedule

2.1 Respondents are to confirm their availability to meet the dates in Section 3.3 Schedule Overview to deliver the required Services in consideration of existing workload and future commitments.

☐ Yes ☐ No

#### 3.0 Methodology

- 3.1 Describe the framework of how to deliver the most efficient, effective and thorough work plan based upon own proven performance and time tested practices.
- 3.2 Describe ability to design projects within approved budgets.
- 3.3 Describe quality assurance and quality control methods for design and construction phases.

### 4.0 Sustainable Benefits

Respondents shall identify any sustainable and cost effective design solutions utilized in previous projects. Describe how the design services would be of direct benefit to the City (environmental, economic, financial, ethical, community).

### 5.0 Value Added Benefits

Respondents shall identify any innovative and creative solutions utilized in previous projects that addressed operational and/or facility design challenges. Describe what other services your firm provides that would be of direct benefit to this project.

### 6.0 Conflict of Interest

Respondents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

### 7.0 Addenda

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

Addendum No.	Date Issued

### 8.0 Corporate Experience and References

Contracts indicated below should demonstrate proven track record on recent projects performed by the Prime Respondent (not sub consultants) with references similar in size, scope and complexity.

Upon submitting a response, Respondents authorize the City to verify information provided. Information obtained from references will not be disclosed or discussed with any Respondents.

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Team Members Involved on this Project	
Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Team Members Involved on this Project	
Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Team Members Involved on this Project	

### 9.0 Authorization

We hereby submit our Qualifications for the services described in this RFIQ and confirm that information contained in this submission is accurate, and that the signature(s) below are those of duly authorized officer(s) of the prime respondent having the authority necessary to bind their company to statements made.

If the Respondent is a partnership or joint venture, then the person signing should represent the **prime consultant** leading the partnership and have authority to sign on behalf of the partnership.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact:  Name and Title of Individual for communication related to this RFIQ (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
Signature:	
Date:	

For the purpose of this RFIQ, electronic signatures will be accepted.