

City of Coquitlam

Request for Information and Qualification

RFIQ No. 22-039

Geotechnical Engineering Consulting Services

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[Appendix A - Consulting and Professional Services Agreement](#)

[SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFIQ Reference	RFIQ No. 22-039 Geotechnical Engineering Consulting Services
Overview of the Opportunity	The purpose of this RFIQ is to select professional, qualified and experienced consulting firms to provide Geotechnical Engineering Consulting Services .
Closing Date and Time	2:00 pm local time Tuesday, January 17, 2023
Instructions for Submission	<p>Submissions are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at qfile.coquitlam.ca/bid</p> <ol style="list-style-type: none"> 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.) <p>Phone 604-927-3037 should assistance be required.</p> <p>The City reserves the right to accept Submissions received after the Closing Date and Time.</p>
Obtaining RFIQ Documents	<p>RFIQ Documents are available for download from the City of Coquitlam's website: https://www.coquitlam.ca/Bid-Opportunities</p> <p>Printing of RFIQ documents is the sole responsibility of the Respondents.</p>
Instructions to Respondents	The guidelines for participation that will apply to this RFIQ are posted on the City's website: Instructions to Respondents
Questions	<p>Questions are to be submitted in writing quoting the RFIQ number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca</p> <p>Please note the Purchasing Department will be closed December 26, 2022 to January 2, 2023. Queries will be reviewed on January 3, 2022. City service operations will remain in full service.</p>
Addenda	<p>Respondents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities</p>
Withdrawal of Submission	<p>Submissions may be withdrawn by written notice only, made by an authorized representative of the Respondent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.</p>

DEFINITIONS

In this RFIQ the following terms will have the meaning set out below:

“City” means the City of Coquitlam.

“Contract” means a formal written contract between the City and a Consulting firm selected to undertake Services.

“Consultant(s)” mean those firms that the City has selected to provide professional and technical consulting services relating to planning & design of projects and/or project categories identified in this RFIQ.

“Preferred Respondent” means a proponent selected by the Evaluation Committee to participate in a subsequent RFP process or enter into negotiations for a Contract.

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

“RFIQ” means this Request for Information and Qualifications.

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

“Submission” means a response submitted for evaluation in response to this RFIQ.

1 INSTRUCTIONS TO RESPONDENTS

1.1 Introduction

The City of Coquitlam is issuing this Request for Information and Qualifications to select professional, qualified and experienced consulting firms to provide consulting services related to **Geotechnical Engineering Consulting Services**

The City is seeking dynamic and creative consulting teams with specialization in geotechnical engineering related to the investigation, design and construction administration of institutional buildings like recreation centres, police & fire buildings, libraries, and other city owned structures along with park development projects including sports fields, parking lots and other park elements

This RFIQ is intended to invite qualified Consultants who are interested in, and who have the expertise, experience, resources and knowledge to perform the Services for a variety of consulting assignments.

The selection process will generally conform to the InfraGuide® - [Infraguide Selecting a Professional Consultant](#)

1.2 Purpose

The City intends to create a short list of professional geotechnical engineering consulting firms for a term of three years or until the City releases a new RFIQ.

To be considered for a shortlist, respondents shall have specialization in multiple categories below:

Category No.	Description
1	Site investigation & reporting (including Phase I + II Environmental Site Assessments)
2	Retaining wall / earth structure design
3	Building design services related to Geotechnical Engineering
4	Park design services related to Geotechnical Engineering
5	Hydrogeology
6	Excavation & shoring design for building construction
7	Remote monitoring / settlement monitoring of structures
8	Site Monitoring and material testing

1.3 Instructions to Respondents

Respondents are advised that the rules for participation that will apply to this RFIQ are located: [Instructions to Respondents](#).

Respondents are to complete and submit the information requested in this RFIQ document on the Submission Form or in a format that has been approved and is acceptable to the City.

The City will not be responsible for any delay or for any submission not received 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.

1.4 Eligibility

For eligibility, and as a condition for award, the successful Respondent would be required to meet or provide the equivalent:

- a) Professional Errors and Omissions Liability and Commercial General Liability as outlined on the [City's Certificate of Insurance - Consultant Form](#)
- b) Be a registrant firm of the Engineers & Geoscientists British Columbia currently eligible to perform geotechnical engineering in British Columbia.
- c) Enter into Contract with the Cities as provided in [Appendix A – Consulting and Professional Services Agreement](#), the City's Consulting and Professional Services Agreement.
- d) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)

These items are not required as part of this RFIQ Submission but will be required prior to entering into an agreement with the City for the Services.

1.5 Litigation

The City may, at 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.

2 SELECTION PROCESS

2.1 Process

The City will review the Submissions and rank them based on the evaluation criteria outlined in this RFIQ. The City reserves the right to compare Submissions to other Submissions and consider other criteria that may become evident during the evaluation process to obtain best value.

The City may, at its discretion, interview one or more Respondents, or request clarifications or additional information from a Respondent with respect to any Submission.

Based on the evaluation results, the City will create a shortlist of highest ranked Consultants. The selection process will generally conform to the InfraGuide® - Selecting a Professional Consultant: [Infraguide Selecting a Professional Consultant](#)

The City makes no representation of any kind as to the volume of projects and reserves the right to implement a separate pre-qualification process where more specialized services or projects are involved.

The evaluation will be confidential and no totals or scores will be released to any of the Respondents.

2.2 Evaluation Criteria

Each Respondent shall only provide the City with one submission. The evaluation will focus on the reference projects submitted but all criteria below is critical to the evaluation process. The evaluation criteria are as follows:

Criteria	Points
Compliance with the requirements of this RFIQ.	5
Experience and qualifications of the project team who will carry out the projects	25
Demonstrated success of the project team with projects in the categories and scope listed in this RFIQ.	40
Demonstrated ability of the project team to complete assignments on time and within budget.	10
Sustainability – Social, economic, and environmental initiatives on projects and in office.	5
Value added Benefits; Innovative and creative solutions (not withstanding that innovation will also be valuable in many of the other categories).	10
References – success on previous, relevant, municipal projects. This will include past performance working on City of Coquitlam projects, where applicable. (References will only be contacted when the Respondent has scored well in the preceding criteria)	5

The Submission Form and the resumes provide Respondents with the opportunity to demonstrate their strength in the above criteria. Upon submitting a response to this RFIQ, Respondents consent to the City and their representatives checking and verifying the information provided. References may be contacted.

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Respondents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Respondent with respect to any Submission and the City may make such requests to only selected Respondents. The City may consider such clarifications or additional information in evaluating a Submission.

Respondents agree the City may disclose names of Respondents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Respondents.

Incomplete Submissions or Submissions submitted on forms other than the Submission Form may be rejected. The City reserves the right to reject without further consideration any Submission which in its opinion does not meet the criteria it considers essential for the work outlined in this RFIQ.

2.3 Shortlist for Future Projects

The City intends to create a shortlist of professional consulting firms for a period of three (3) years or until such a time as the City releases a new RFIQ. The City may request proposals from those companies at any time. Typically, as assignments arise, one or more of the Consultants on the shortlist will be asked to provide a proposal for professional services for that assignment, and the City will evaluate the strength and cost effectiveness of the proposal.

The City will monitor and evaluate the performance of the Consultants. In the event that one or more of the shortlisted companies in a category have either:

- not performed well, and as a result have been removed from the shortlist, or
- do not have resources available that are suited to an assignment.

The City reserves the right to add one or more of the highest ranked companies to the shortlist.

The City reserves the right to issue an independent bid process, at its discretion, to select Consultants for any project, including those deemed to require other specialized skills, knowledge or experience, as well as add new companies on to shortlist on an on-going basis as deemed appropriate by the City in its sole discretion.

The City makes no representation of any kind as to whether it will invite proposals for or carry out future projects, or as to the volume of projects that would be available to any Consultant.

Appendix A

Contract No. 22-039

Geotechnical Engineering Consulting Services

Consulting and Professional Services Agreement

Section 0100	Pages 2 – 4
Section 01200	Page 5
Section 01400	Pages 6 - 15

AND: **XXXX**

XXXXXX Street *(the “Consultant”)*

Vancouver, BC

V6B 2W9

2.2 The Consultant shall perform and complete the Services with care, skill, due diligence and efficiency.

- 2.3 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 **"Insert Contract Value: (\$XX,XXX.XX)"** excluding GST, 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, all in accordance with Clause 18 of Section 01400.
- 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 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
Title
City of Coquitlam
3000 Guildford Way, Coquitlam, BC V3B 7N2
T: 604-927-XXXX E: email@coquitlam.ca

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

Contract Administrator Contact
Title
Company name
Addresst

T: E:

8.0 Inurement:

- 8.1 This Agreement shall inure to the benefit of and be binding upon the City and the Consultant and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

AGREED:

SIGNED on behalf of the City:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

SIGNED on behalf of the Consultant:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

1.0 Scope of Services:

Refer to RFP 22-039 Geotechnical Engineering Consulting Services issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP 22-039, Geotechnical Engineering Consulting Services issued XX, XX, XXXX and
"Respondent's Name" Proposal dated XX, XX, XXXX

3.0 Consultant Project Team:

Refer to "Respondent's Name" Proposal dated XX, XX, XXXX.

4.0 Consulting Fee & Rates:

Refer to "Respondent's Name" Proposal dated XX, XX, XXXX.

1.0 DEFINITIONS:

In this Agreement

- 1.1 “Agreement” means the agreement set out in Section 01000.
- 1.2 “Contract Administrator” has the meaning in Section 01000 Clause 7.0.
- 1.3 “Services” has the meaning set out in Section 01000 Clause 2.1, and
- 1.4 “Subcontractors” means the independent consultants, associates and subcontractors retained by the Consultant to assist in the performance of the Services.

2.0 ASSIGNMENT:

- 2.1 The Consultant shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the City.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

- 3.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by consultants experienced in providing such Services. The Consultant acknowledges that its qualifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement.
- 3.2 Without limiting any other remedy which the City may have, the Consultant at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Consultant shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly rectified or performed in accordance with the terms of this Agreement.
- 3.3 The Consultant shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

- 4.1 **Definition of Confidential Information.** In this Agreement, “Confidential Information” means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.
- 4.2 **Obligation of Confidentiality.** It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other

party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:

- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
- (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.

4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").

4.4 **Designation of Confidential Information.** The Consultant acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the City fits within Section 21 of the Act, the Consultant must specifically advise the City and request the City not to disclose that information.

4.5 **Return of Confidential Information.** Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by the City to make use of any work product under this Agreement.

5.0 CITY'S RESPONSIBILITIES:

5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.

6.0 INDEMNITY:

6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the Consultant to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER:

7.1 No action or failure to act by the City shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing by the City.

8.0 CONSULTANT STATUS:

8.1 This is an agreement for the performance of Services and the Consultant is engaged under the Agreement as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's personnel is engaged by the Agreement as an employee, servant or agent of the City.

8.2 It is understood and agreed that the Consultant will act as an independent consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the City without any payment by the City therefor.

9.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the City without any payment by the City therefor.

9.3 **Further Assurances.** The Consultant shall upon request by the City, do all such things and execute and deliver to the City all such documents and instruments as the City shall reasonably require in order to vest title, property rights and ownership in the City as provided in Clause 9.1 and 9.2 and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the City's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

9.4 The City will not sell or transfer those rights without Consultant permission

10. NOTICES:

- 10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

- 11.1.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.
- 11.1.2 The Consultant shall provide the City with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafeBC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.
- 11.1.3 The Consultant shall indemnify the City and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 Insurance to be provided by the Consultant

- 11.2.1 The Consultant shall provide, maintain and pay for the following insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$2,000,000**. per occurrence, indicating that the City is an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the City will receive 30 days' notice of cancellation or of any material change in coverage that will reduce the extent of

coverage provided to the City. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the City.

(b) Automobile Liability Insurance

Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

(c) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than **\$500,000.** per claim and **\$1,000,000.** Aggregate for each loss. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) Consultant Equipment Insurance

“All risks” equipment insurance covering owned and non-owned machinery and equipment used by the Consultant for the performance of the Services to its full replacement value.

11.2.2 Prior to commencing any work the Consultant shall provide to the City certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days’ written notice to the City.

11.3 City of Coquitlam Business Licence

11.3.1 Where the head office of the Consultant is located within the City of Coquitlam and/or where the Consultant is required to perform any work at a site within the City of Coquitlam, the Consultant shall have a valid City of Coquitlam business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the City nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

- 13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

- 14.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the Consultant shall declare it immediately in writing to the City. If the Consultant does declare a conflict of interest the City may direct the Consultant to resolve the conflict of interest to the City's satisfaction and the Consultant shall do so.

15.0 GOVERNING LAW:

- 15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

- 16.1 All claims, disputes or issues in dispute between the City and the Consultant shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
- 16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.
- 16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

17.0 TERMINATION:

Termination for Default

- 17.1 The City may terminate the Agreement if the Consultant at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the City giving written notice thereof.
- 17.2 The City may terminate the Agreement in whole or in part in writing if the Consultant defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the City acting reasonably deems it impractical, the Consultant shall be entitled to cure the default within 10 days of receipt of written notice from the City. Failure to cure the default within the 10-day period or as mutually extended by agreement between the City and the Consultant, shall entitle the City to terminate this Agreement immediately.
- 17.3 If the City terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the Consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the City shall be entitled at any time during the Agreement to terminate this Agreement upon thirty (30) days written notice to the Consultant. Upon receipt of written notice of termination, the consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.
- 17.5 Upon termination under Clause 17.4, the City shall pay to the Consultant in accordance with Section 01200 for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Consultant as a result of the termination. The Consultant may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

- 18.1 Consultant is required to forward to the City's Project Manager a draft copy of the invoice for review **five (5) business days prior** to formal submission to the City.
- 18.2 The Consultant shall submit invoices to the City sent by email to: apinvoices@coquitlam.ca for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. GST is to be shown as a separate item.
- 18.3 All Fee (Lump Sum) invoices are to be accompanied by a cost status breakdown showing information regarding percentage complete and percentage invoiced, all with associated costs. Invoices not containing the summary cost status will not be processed until the information is provided.

- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.
- 18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the consultants. The consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.
- 18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.

19.0 SUBCONTRACTORS:

- 19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.
- 19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:
- .1 Drafting (AutoCAD, manual, supplies);
 - .2 Clerical support
 - .3 Computer Use;
 - .4 Courier and freight charges
 - .5 Telecommunications

- .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);
- .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-consultants' review);

20.0 EXTRA WORK:

- 20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

- 21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.
- 21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.
- 21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.
- 21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

22.0 WORK AND SERVICES OMITTED:

- 22.1 Upon receipt of written direction from the City, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the City for loss associated with any omitted Services.

23.0 WITHHOLDING OF PAYMENTS

- 23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;
- 23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.
- 23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

24.0 THIRD PARTY RIGHTS:

- 24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25.0 LIMITATION OF LIABILITY:

- 25.1 In no event will the City be liable to the Consultant for any incidental, indirect, special or consequential damages arising out of, or in connection with this Contract.

26.0 CHANGES TO SCOPE OF SERVICES:

- 26.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

27.0 NON-RESIDENT WITHHOLDING TAX:

- 27.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:

27.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and

27.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

- 27.2 The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.

- 27.3 Exemption from this withholding tax is available in some circumstances, but the Consultant must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a "Certificate of Exemption".

28.0 ADVERTISEMENT:

- 28.1 The Consultant will not advertise its relationship with the City without prior written authorization from the City.



City of Coquitlam

REQUEST FOR INFORMATION AND QUALIFICATION

RFIQ No. 22-039

Geotechnical Engineering Consulting Services

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

Tuesday, January 17, 2023

(Closing Date and Time)

INSTRUCTIONS FOR SUBMISSION

Submission submissions are to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

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 responsible to allow ample time to complete the Submission process. If assistance is required phone 604-927-3037.

Legal Name of Respondent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1. DEPARTURES AND AWARD

a) CONTRACT - I/We have reviewed the [Appendix A – Consulting and Professional Services Agreement](#) and would be prepared to enter into in an agreement that incorporates the City's Standard Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

b) SERVICES - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

c) AWARD - For eligibility of award, the City requires the successful Respondent to complete and have the following in place before providing the Goods and Services.

i. Vendor Info - Complete and return the City's Vendor Profile and Electronic Funds Transfer Application (PDF)	
ii. Insurance – Provide Professional Errors and Omissions Liability and Commercial General Liability as outlined on the City's Certificate of Insurance - Consultant Form	
iii. Business License - A City of Coquitlam or Tri Cities Intermunicipal Business License	
As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):	

2. KEY PERSONNEL – Respondent proposes the following key personnel for the Services stated in the No changes, additions or deletions are to be made to these Key Personnel without the City’s written approval. (Add rows as needed). Please include resumes as an Attachment to this Submission, at a maximum of 2 pages per resume.

LINE ITEM	NAME	TITLE/POSITION	EXPERIENCE AND QUALIFICATIONS	YEARS WITH YOUR ORGANIZATION
i.				
ii.				
iii.				
iv.				
v.				

(use the spaces provided and/or attach additional pages, if necessary)

3. EXAMPLES OF SUCCESSFUL PROJECTS

Respondent is to provide four (4) examples of relevant work in at least three (3) of the following categories:

Category No.	Description
1	Site investigation & reporting (including Phase I + II Environmental Site Assessments)
2	Retaining wall / earth structure design
3	Building design services related to Geotechnical Engineering
4	Park design services related to Geotechnical Engineering
5	Hydrogeology
6	Excavation & shoring design for building construction
7	Remote monitoring / settlement monitoring of structures
8	Site Monitoring and material testing

4. REFERENCES – Respondent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):

Reference No. 1	
Description of Project - Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm.	
Key personnel involved with the consulting services.	
Work Performed	
Describe why you believe the project was successful and the role your firm had in the success.	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 2	
Description of Project - Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm.	
Key personnel involved with the consulting services.	
Work Performed	

Describe why you believe the project was successful and the role your firm had in the success.	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 3	
Description of Project - Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm.	
Key personnel involved with the consulting services.	
Work Performed	
Describe why you believe the project was successful and the role your firm had in the success.	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 4	
Description of Project - Provide a brief description of the Project including the methodology and/or steps involved in the consulting services, and the deliverables provided by your firm.	
Key personnel involved with the consulting services.	
Work Performed	
Describe why you believe the project was successful and the role your firm had in the success.	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

5. DEMONSTRATED ABILITY TO COMPLETE ASSIGNMENTS ON TIME AND WITHIN BUDGET	
a)	Briefly describe how your company will complete assignments on time and within budget?
b)	In the past 5 years, has your firm been delayed in delivering an assignment to the City, or for a client listed in Section 3?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

6. VALUE ADD

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City

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7. SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

- i. Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

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ii.	What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:
iii.	What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

Attention Purchasing Manager:

8. **I/We, the undersigned duly authorized representative of the Respondent**, having received and carefully reviewed all of the Submission documents, including the RFIQ and any issued addenda posted on the City's website www.coquitlam.ca/Bid-Opportunities, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Submission in response to the RFIQ.
9. **I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the City's [Appendix A – Consulting and Professional Services Agreement](#) and will accept the City's Contract as defined within this RFP document.
10. **I/We acknowledge** receipt of the following Addenda related to this Request for Information and Qualification and have incorporated the information received in preparing this Submission.

Addendum No.	Date Issued

This Submission is submitted this ____ day of _____, 20____.

I/We have the authority to sign on behalf of the Respondent and have duly read all documents.

Name of Respondent	
Signature(s) of Authorized Signatory(ies)	1.
	2.
Print Name(s) and Position(s) of Authorized Signatory(ies)	1.
	2.