



**REQUEST FOR PROPOSAL**

**NWRFP-13-43**

**Architectural Design Services, Master Plan Concept Drawings,  
City Hall Interior Renovations**

**Optional On Site Orientation/Information Meeting**

Thursday, September 26, 2013 at 9:00 am, Local Time  
Committee Room #2, New Westminister City Hall  
511 Royal Avenue, New Westminister, BC

**Closing Time:**

Tuesday, October 8, 2013  
3:00 PM, Local Time, Vancouver BC

**Closing Location:**

Main Reception Desk  
City of New Westminister  
511 Royal Avenue,  
New Westminister, BC, V3L 1H9

**Further requests for information :**

**Purchasing: Heather Rossi**

Intermediate Buyer  
Telephone: 604-515-3781  
Facsimile: 604-527-4509  
Email: hrossi@newwestcity.ca

<b>COMPANY NAME</b>			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
<u>Signature:</u> by officer with express authority to enter into contract			Dated

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**TABLE OF CONTENTS**

**1.0 DEFINITIONS ..... 3**

**2.0 INTRODUCTION..... 3**

**3.0 PROPOSAL INSTRUCTIONS..... 3**

**4.0 OPTIONAL ON SITE ORIENTATION/INFORMATION MEETING..... 4**

**5.0 ADDENDA..... 4**

**6.0 GENERAL CONDITIONS ..... 5**

6.1 Ownership Of Proposals And Freedom Of Information ..... 5

6.2 Confidentiality of City Information ..... 5

6.3 Proponent’s Expenses ..... 5

6.4 Compliance With Laws and Regulations ..... 5

6.5 Contacting City Representatives ..... 5

6.6 Client / Service Agreement ..... 5

6.7 Permits And Licenses..... 5

6.8 Conflict of Interest ..... 5

6.9 Living Wage Policy..... 6

**7.0 BACKGROUND..... 6**

**8.0 SCOPE OF WORK..... 6**

**9.0 MATERIALS AVAILABLE TO PROPONENTS ..... 7**

**10.0 PROPOSAL FORMAT AND PREPARATION ..... 7**

**11.0 PRICING ..... 8**

**12.0 PROPOSAL EVALUATION AND SELECTION ..... 8**

**13.0 REFERENCES ..... 9**

  

Appendix A – Living Wage Declaration ..... 2 Pages

Appendix B – Preliminary Phasing Plan..... 7 Pages

Appendix C – Supplementary Conditions to AIBC Document 8C..... 6 pages

Appendix D – List of Personnel..... 3 Pages

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 1.0 DEFINITIONS

**“Services Agreement” “Agreement” “Contract”** means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

**“City” “Owner”** means City of New Westminster.

**“Consultant” “Contractor” “Project Manager”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **“Consultant” “Contractor” “Project Manager”** and **“Proponent”** are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for, and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** mean a requirement that must be met.

### 2.0 INTRODUCTION

The City is seeking Proposals from qualified firms to provide Architectural Design Services to provide one set of master plan drawings at a master planning concept level, and detailed layouts, for proposed interior renovations at the New Westminster City Hall.

### 3.0 PROPOSAL INSTRUCTIONS

One (1) electronic and three (3) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

**NWRFP-13-43**  
**Architectural Design Services, Master Plan Concept Drawings,**  
**City Hall Interior Renovations**  
 Attention: Purchasing Manager

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminister, email: hrossi@newwestcity.ca

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminister | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of ninety (90) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

### **4.0 OPTIONAL ON SITE ORIENTATION/INFORMATION MEETING**

The City has arranged an **Optional** On Site Orientation / Information Meeting for Proponents on **Thursday, September 26, 2013 at 9:00 am at Committee Room #2**, New Westminister City Hall, 511 Royal Avenue, New Westminister, BC.

### **5.0 ADDENDA**

- 5.1** Should addenda to the Request for Proposal documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 5.2** Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.
- 5.3** All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.
- 5.4** Failure to acknowledge any Addenda may result in disqualification of the Proponent.

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### **6.0 GENERAL CONDITIONS**

#### **6.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned. Proponents should also be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). A proponent may stipulate in their proposal that portion of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

#### **6.2 CONFIDENTIALITY OF CITY INFORMATION**

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

#### **6.3 PROPONENT'S EXPENSES**

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **6.4 COMPLIANCE WITH LAWS AND REGULATIONS**

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

#### **6.5 CONTACTING CITY REPRESENTATIVES**

Proponents shall not contact City elected officials, officers, or employees directly or indirectly regarding this RFP except as indicated in this RFP.

#### **6.6 CLIENT / SERVICE AGREEMENT**

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the AIBC Document 8C-2010 Standard Short Form Agreement Between Client and Architect and the City of New Westminster Supplementary Conditions to AIBC Document 8C-2010 Standard Short Form Agreement Between Client and Architect, attached in Appendix C.

#### **6.7 PERMITS AND LICENSES**

The successful Proponent is required to obtain a City of New Westminster Business license prior to commencement of work.

#### **6.8 CONFLICT OF INTEREST**

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 6.9 LIVING WAGE POLICY

Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2013 for the Lower Mainland is \$19.62, assuming no benefits are provided by the employer.

In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://livingwageforfamilies.ca/calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City’s Living Wage Policy for further information.

[http://www.newwestcity.ca/business/living\\_wage\\_employer.php](http://www.newwestcity.ca/business/living_wage_employer.php)

### 7.0 BACKGROUND

7.1 The City wishes to retain an Architect to provide Architectural Design Services to provide one set of master plan drawings at a master planning concept level, and detailed layouts.

7.2 The space available in City Hall will include the space on the main floor currently occupied by the RCMP and the space formerly dedicated to the EOC on the second floor east wing.

7.3 The City anticipates starting the renovations in 2014 and the renovations would continue in phases as per the preliminary phasing plan in Appendix B.

### 8.0 SCOPE OF WORK

8.1 In general terms, the Consultant will provide the following services:

#### **Pre-design**

- a) Meet with City representatives to confirm the design functional and spatial program requirements. See Appendix D for a list of personnel.
- b) Visit the site to establish the existing physical parameters of the building and building systems related to the proposed scope of work. Confirm critical dimensions relevant to the scope of work. Please note that the City will provide copies of all the available drawings of the building and the site. The City can provide AutoCAD drawings of the building floor plans but the City does not warrant the accuracy of the drawings.
- c) Additional consultant reports are available:
  - 1) Seismic upgrade , Bush Bohlman & Partners
  - 2) New Meeting Rooms, Basement Level – HVAC schematic design by Jade West Engineering
  - 3) New Meeting Rooms, Basement Level – Preliminary Cost Analysis James Bush & Associates

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- d) Provide high-level budget estimate. The budget will need to be split into two stages:
  - 1) 2013- 2014 - Phases 1, 2 and 3
  - 2) 2015 – 2018 – Phases 4 -7
  - 3) Seismic upgrading will be included as a separate cost.
  - 4) Asbestos abatement will be included.
- e) Review and apply requirements of relevant building and fire codes.
- f) Record and distribute meeting minutes.

### **Master Planning Design**

- a) Develop one set of master plan drawings and one set of detailed plans, including furniture system workstations, and present these for review by the City.
- b) Deliver one presentation to the Advisory Task Force.
- c) Upon approval by the Task Force, present the concept to Council.
- d) Record and distribute the meeting minutes.

## **9.0 MATERIALS AVAILABLE TO PROPONENTS**

**9.1** The City is able to provide related Consultant reports.

**9.2** The proposed floor layouts, seismic upgrade information and preliminary costs analysis information will be provided (in hard copy) at the Mandatory Information Meeting.

## **10.0 PROPOSAL FORMAT AND PREPARATION**

**10.1** Proposals must not exceed fifteen (15) pages in length excluding attached appendices. All proposals must clearly identify:

- a) Understanding of assignment;
- b) Approach;
- c) Cost/Schedule;
- d) Project Team/Experience.

**10.2** The following are considered key content that should be included as part of the Proponent's submitted Proposal. The City may not consider any Proposal that does not include all of the key content.

- a) A brief outline of the Consultant's understanding of the project;
- b) A clear description of the Consultant's plan, a detailed work plan, and methodology to accomplish successfully the assignment;
- c) A list that expands the Scope of Work in a series of work activities and a detailed and comprehensive scope of services including the individual project deliverables;
- d) A schedule of activity from date of award to final submission, including a labour summary matrix that provides person-hour estimates for each of the work activities;
- e) The cost to complete the project in the form of a spreadsheet showing the proposed level of effort and fees for each stage of the project as well as an estimate of reimbursable disbursements supported by a cost breakdown, the Proponent may not add overhead costs to disbursements;
- f) The charge-out schedule for personnel and disbursements in general;
- g) The proposed project team complete with brief resumes, describe each person's role in this project and their qualifications and experience to take on successfully the role;
- h) The Project manager assigned to the project;
- i) A list of any sub-Consultants with a brief resume of experience;
- j) An indication of similar projects undertaken by the Consultant;

## CORPORATION OF THE CITY OF NEW WESTMINSTER

- k) Names of three references of clients who have undertaken similar work and who may be contacted to gauge the performance of the Consultant;

### 11.0 **PRICING**

- 11.1 The Proposal is to include a schedule of effort and pricing based on hourly rates. Note that is requirement is **only** meant for the Proponent to demonstrate the Proponent's anticipated resource allocation for the proposed Scope of Services, and as such, it is the Proponent's responsibility to provide the services specified for the **fixed fee** proposed regardless of the proposed schedule of effort and related pricing.
- 11.2 The following expenses **should be included** in the fixed, lump sum fee proposal:
- a) All cost associated with fax, photocopier and long distance telephone calls;
  - b) All documentation required to respond to Request For Information submittals from the General Contractor Change Orders and Supplemental Instructions for the construction contract;
  - c) All documentation required to address day to day management of the design and construction phases of the Project;
  - d) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
  - e) All costs associated with the necessary insurance coverage including professional liability insurance.
- 11.3 The disbursements which will be reimbursed at cost will include the following:
- a) Reproduction of client requested drawings and reports;
  - b) Delivery of drawings, reports including courier, postage etc;
  - c) All necessary documents required to obtain all permits and approvals from the authorities having jurisdiction.

### 12.0 **PROPOSAL EVALUATION AND SELECTION**

- 12.1 The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.
- 12.2 The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.
- 12.3 The City at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.
- 12.4 The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.
- 12.5 In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect



## CORPORATION OF THE CITY OF NEW WESTMINSTER

of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.

- 12.6** The City, in assessing best value:
- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
  - b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
  - c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.
- 12.7** Proposals will be evaluated based on the following criteria:
- a) Project Manager;
  - b) Experience of Company/Team;
  - c) Completeness of Proposal;
  - d) Cost.
- 12.8** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.
- 13.0** **REFERENCES**
- 13.1** **NOTE: Failure To Provide References May Result In Disqualification**
- 13.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past five (5) years, including the City of New Westminster).

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX A**

Declaration – Living Wage Employer



## DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX B**

Preliminary Phasing Plan

## **Preliminary Phasing**

### **Stage One (2014 -2015)**

- Phase 1 – Develop three large meeting rooms and relocate mail/copy room to new space (part of current Building Services office) on the basement level.
- Phase 2 – Relocate Human Resources to the renovated second floor east wing.
- Phase 3 – Relocate Parks, Culture and Recreation to City Hall into the renovated space formerly occupied by Human Resources.

### **Stage Two (commence 2015 )**

- Phase 4A – Renovate main floor east wing to reconfigure Engineering and Development Services departments (Building Permits and Bylaws & Licensing) and relocate Planning department into renovated space.
- Phase 4B – Relocate Parks outside workers room to former RCMP garage in Basement level. Relocate Building Services office to renovated former Parks outdoor services room.
- Phase 4C – Develop Training room in former storage room and former Building Services office.
- Phase 5 – Relocate IT department to renovated space formerly occupied by Planning Department in the Basement level.
- Phase 6 – Develop new Committee Room, Councilor's Lounge and new meeting Rooms in space formerly occupied by the IT, storage and the Training room.
- Phase 7A – Reconfigure Legislative Services department to expand into former Committee Room #2.
- Phase 7B – Develop new Mayor's reception area.
- Phase 7C – Renovate and reconfigure City Administration offices

Timing - If it was decided to proceed with the renovations and phasing suggested above it would likely take three to four years minimum for completion.

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX C**

Supplementary Condition to  
AIBC Document 8C-2010

## Supplementary Conditions to AIBC Document 8C-2010 Standard Short Form Contract between Client and Consultant

### A. General Conditions:

#### A.1 **GC 1. Copyright –**

- .1 Add: “The Consultant shall give the City reproducible copies of any such documents and/or products, and these may be used by the City in any manner as part of its operations at its own risk, if the City chooses to use them in any manner other than for the particular purpose for which they were provided.
- .2 Add: “The Consultant shall deliver to the City, upon request and at no additional cost to City, at least one complete set of all drawings, estimates, programs, or other documents produced in connection with the Agreement, on a compact disk (CD) in Adobe (PDF) format, unless otherwise stated.”
- .3 Add: “All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Consultants that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* (FOIPPA) and *Community Charter*. Consultants who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.”

#### A.2 **GC 5. Limitation of Liability**

- .1 First paragraph – delete this paragraph entirely and substitute:
  - a) The Consultant shall provide, maintain and pay for the following insurance which shall be in place with such insurance company or companies and in such form as may be acceptable to the City Professional Errors and Omissions Liability Insurance protecting the Consultant, any sub consultant and their respective servant(s), agent(s) or employee(s) against any loss or damage arising directly or indirectly out of the professional services rendered by the Consultant, any sub consultant, servant(s), agent(s), or employee(s) under the contract. Such insurance shall be for an adequate amount acceptable to the City and shall in any event be not less than one million dollars (\$1,000,000.00) inclusive any one occurrence. The Consultant shall not be entitled to payment services resulting in errors or omissions for which the Consultant is held responsible.
  - b) Before undertaking any part of the work, the Consultant shall furnish to the City certificates showing that such insurance is in force. Such certificates shall provide that the insurance is non-cancellable except upon thirty (30) days prior written notice to the City.
  - c) The Consultant, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, hereby agrees to indemnify and save harmless the City and its employees, officers, and agents from and against all losses, damages, claims, expenses suits and judgements arising out of, or

related to, the provision of the Services by the Consultant that are found to be negligent. This indemnification shall not apply:

- i) where the losses, damages, claims, expenses, suits or judgements result from the City acting on the advice of, or receiving direct service from, the sub consultants or employees of the sub consultants of the Consultant and without the knowledge or consent of the Consultant; or
- ii) to the extent that the City, its employees, officers, or agents were negligent.

This indemnification shall terminate two (2) years from the date of Substantial Performance as certified by the Consultant for the project herein.

Nothing in this article shall derogate from the tort and other duties and liabilities of the Consultant and its sub consultants to the City.

**A.3 GC 6. Professional Responsibility –**

- .1 Add: “The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.”

**A.4 GC 8. Suspension –**

- .1 Revise General Condition to “GC 8c Payment”
- .2 Delete this paragraph entirely and substitute the following:
  - a) The Consultant shall submit invoices to the City, attention **enter name here** on, or before the tenth (10<sup>th</sup>) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within thirty (30) days from the invoice date.
  - b) The Consultant shall attach to each invoice a brief report detailing the work completed to date, work completed during the month covered by the invoice, and work outstanding to complete the Service.
  - c) Notwithstanding any to the contrary in this Agreement, the City shall never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage complete of the total Services.
  - d) If the city does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant’s invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted, until that date that invoice is paid. The City, if it approves the amount of such invoices, shall pay such invoices on or before the twentieth (20<sup>th</sup>) day of the following month.
  - e) The Consultant shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the city, including but not limited to, hours worked, details of all disbursements (including copies of services invoices), and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be reasonably necessary or advisable.
  - f) The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees.”



**A.5 GC9. Termination –**

- .1 Delete this paragraph entirely and substitute the following:
  - a) Should the Consultant breach this agreement, either by abandonment, or by act or omission on his part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Consultant shall be paid only for Services performed up to the date of contravention.
  - b) Acts or omissions by the Consultant which shall justify termination of this Agreement shall include but not be limited to the following:
    - i) neglect of duties;
    - ii) non-compliance of this Agreement;
    - iii) inability to perform the Services he represented himself as competent to perform;
    - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
  - c) The agreement may be terminated by the City as follows:
    - i) For Deficiency or Default – following seven (7) days written notice by the City, the City may at any time terminate this Agreement if the performance of the Consultant is unsatisfactory in the opinion of the City, or if the Consultant breaches any provisions of the Agreement and fails to remedy the same promptly;
    - ii) Without Cause - by providing the Notice in writing to the Consultant's representative (as agreed upon).
  - d) Upon termination of the agreement, the City will pay the Consultant for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of the agreement.

**A.6 Add GC 10. Services-**

- .1 “The Consultant agrees to perform architectural design Consulting Services (herein called the “Services”) as detailed in his Proposal for Architectural Design Consulting Services, to develop a revised functional and spatial program for the new Massey Performing Arts Centre, submitted to the City *(enter date)* (as the same may be amended from time to time by mutual agreement in writing) which form part of this Agreement.
- .2 The Consultant's relationship to the City will be that of a prime consultant.
- .3 The Consultant represents that he/she is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of the Services similar to those contemplated by this Agreement.
- .4 The Consultant will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- .5 The Consultant warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation's sole and unfettered discretion)

to create a conflict. If such any conflict of interest arises during this Agreement, the Consultant will immediately inform the City in writing.”

**A.7 Add GC 11. Compliance With Applicable Laws –**

- .1 The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the conduct of the Services and the locations to which the Services are to be performed. The Consultant shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- .2 The Consultant will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.
- .3 The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Consultant are the responsibility of the Consultant.

**A.8 Add GC 12 Patent Rights and Royalties**

- .1 The Consultant shall save harmless and indemnify the City from and against all claims and proceedings for or in account of infringement or any patent, design right, trademark or name or other protected rights in respect of any practice or process in respect of the Services to be performed.

**A.9 Add GC 13 Advertising and Publicity –**

- .1 The Consultant shall submit all proposed advertising or publicity by the Consultant referring to the City or performance of the Services to the City for written approval prior to issue.

**A.10 Add GC 13 Relationship –**

- .1 It is expressly agreed, represented and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Services and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the City will be invoiced according to the terms and conditions of this Agreement.
- .2 The manner and means by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control.

**A.11 Add GC 14 Compensation –**

- .1 In consideration of the performance of the Services, the City shall pay the Consultant the rates provided in the Proposal dated *(enter date here)*, not to exceed *(enter amount)* excluding the Goods and Services Tax (GST). This amount is the Maximum Authorized Expenditure. The City may increase the Maximum Authorized Expenditure by issuing a written and signed Change Order. The disbursements are estimated at *(enter amount)* plus GST and are in addition to the above fee.
- .2 The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours notice during normal business hours.

**A.12 Add GC 15 Change To Scope of Work-**

- .1 The City may vary at any time 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 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.
- .2 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 period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

**A.13 Add GC 16 Authorization To Proceed –**

- .1 The City will issue a Purchase Order to the Consultant. Issuance of the Purchase Order authorizes the Consultant to proceed with the work.

**A.14 Add GC 17 Assignments –**

- .1 This Agreement may not be assigned by the Consultant, or to its successor (s) without the express written consent of the City.

**A.15 Add GC 18 Engagement Of Other Consultants-**

- .1 The City, in any event, reserves the right at its own discretion to engage any consultant, other than that with which it reaches agreement(s), during the term of such agreement(s), if is deemed advantageous or appropriate.

**A.16 Add GC Other Terms and Conditions-**

- .1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.
- .2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX D**

List of Personnel

## **Personnel List**

### **1. Engineering**

Jim Lowrie	Director
Eugene	Manager
Roger	Manager
Norm	Manager
Kathy	Admin
Stacey	Clerk
Carilyn	Clerk
Marie-Elaina	Clerk
Jerry	Large Tech
Catalin	Large Tech
Hooman	Large Tech
George	Large Tech
Keith	Large Tech
Steve	Large Tech
Hardeep	Large Tech
Todd	Large Tech
Gurnam	Large Tech

The following space may be considered for slightly smaller tech spaces or possible shared workspace, although the preference would be spaces similar those designed for the Junior planners:

Future	Eng Tech
Future	Development Tech
Fan	Share Tech
Bruce	Share Tech
Jennifer	Share Tech
Antonia	Share Tech

### **2. IT**

- Manager
- GIS Coordinator
- Infrastructure Coordinator
- Technical Coordinator
- 15 Technical
- 1 Clerk

### **3. Building Permits – Development Services**

- Manager
- 3 Building Permit clerks
- 2 Building Permit plan reviewers
- 1 Senior Building Permit plan reviewer
- 1 Senior Plumbing Permit plan reviewer
- 1 Senior Building Inspector
- 2 Building Inspectors
- 2 Plumbing inspectors

#### **4. Planning – Development Services**

##### Director Dev Services (Bev Acting)

- Enough room for 8 person table. This is used almost every day, some days multiple times.

##### Manager of Planning (Vacant)

- Enough room for 4 person table
- This position has frequent meetings with members of the public/developers and staff members

##### Senior Planner 1 (Barry)

- Frequent (daily) meetings with developers and staff
- 9 X 12 feet

##### Senior Planner 2 (Jackie)

- Frequent meetings with developers and staff
- 9 X 12 feet

##### Senior Planner 3 (John)

- Frequent meetings with members of public and staff
- 9 X 12 feet (

##### Heritage Planner (Julie)

- Frequent meetings with members of public and staff
- 9 X 12 feet

##### Development Planner (Jim)

- Frequent (daily, often many times a day) meetings with developers and staff
- 9 X 12 feet

##### Senior Planning Analyst (David G)

- Works closely with Building Plan checker and needs to be close to front Counter. Needs office counter room large enough to work with large plans. Can use the BP meeting room to meet with clients. Similar to Plan Checking standards.

##### Planning Analyst 1 (Lynn)

- 7 X 9

##### Planning Analyst 2 (About to be filled)

- 7 X 9 (likely multiple computer screens and needs place for plans)

##### Planning Technician (Mike)

- 7 X 9 (should be close to front counter but not at front counter; needs quiet

##### Planning Assistant (Julia)

- 6 X 8 front counter

##### Planning Assistant (temp) (vacant)

- 6 X 8 front counter

##### Clerk Typist (Kathryn B)

- Should not be at front counter (half way down hall, close to working area). Similar situation to Kathy P in Engineering.

**5. Bylaw & Licensing**

- Bylaw clerk
- Licensing clerk

**6. Human Resources**

- Director - Joan Burgess
- Assistant Director
- Sr Assistant to Director
- 7 Managers
- 7 Clerks
- 1 Information Services clerk (main floor reception)

**7. Finance**

- add one purchasing clerk
- rest remains the same

**8. Parks, Culture & Recreation**

- Director
- Assistant Director
- 4 Managers
- 4 Clerks

**9. Legislative Services**

- Director
- 1 Manager
- 7 Clerks
- 2 Technical

**10. City Administration**

- Chief Administrative Officer
- Assistant to CAO
- 1 Clerk
- 2 Managers