



Corporation of the City of NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-14-25

Electrical Utility Distribution System Plan

Closing Time:

Wednesday, October 22, 2014
3:00 PM, Local Time, Vancouver BC

Closing Location:

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

Further requests for information :

Purchasing: Heather Rossi

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

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

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1.0 DEFINITIONS

“Agreement” “Contract” “Services Agreement” 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.

“Product” means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the 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 inviting firms with experience in the preparation of electrical master plans to submit proposals for the City of New Westminster Electrical Utility Distribution System Plan (DSP). This DSP will support a detailed Five Year (2016 – 2021) distribution capital budget. It will incorporate a long-range (20 years) system plan to cover major additions and reconfigurations needed to accommodate load growth projections. The long-range plan will not attempt to schedule specific projects into particular years, but will rather identify projects that would be required at defined load levels.

A load forecast will determine historical loads and loads from The City of New Westminster’s community plan and latest developments and apply them to the City’s electrical infrastructure. The plan will require a review of the City’s planning criteria. The criteria will be adapted where it is appropriate and recommendations and adjustments will be calculated accordingly. This will include a study to

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identify additional substations and/or feeders required. It will also include an identification of the feeder system configuration for next twenty years based on a twenty-year forecast.

The City will select the successful Proponent based on experience, technical expertise, past work, proposed plan, and price.

3.0 KEY CONTENT

In addition to the substantive proposal requirements identified further on in this RFP, the following are considered key content that should be included as part of the proponent's proposal:

1. A brief outline of the Proponent's understanding of the project;
2. Names of three references of electric utility and/or municipal clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent;
3. A statement of commitment to undertake the contract, provide the staff, and support necessary to complete the requirements of this RFP on time and on budget.

4.0 PROPOSAL INSTRUCTIONS

One (1) electronic and two (2) hard copies of the Proposal are to be submitted and clearly marked on the outside envelope or box as follows:

Electrical Utility Distribution System Plan NWRFP-14-25

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal.

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

Submitted Proposals shall remain valid for a period of sixty (60) days from date of closing.

Requests for clarification or further information must be made in writing to the individual identified on the first page of this RFP. The City will respond to enquiries that it considers relevant to this RFP. The City intends to respond only to those written queries received at least ninety-six (96) hours prior to the closing Time. The City will record enquiries and post written responses on its website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#)

5.0 GENERAL CONDITIONS

5.1 NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL

This is a request of proposal, and not a call for tenders or request for binding offers. The City does not intend to enter into contractual relation as part of this RFP process and no contractual obligations whatsoever will arise between the City and any proponent who submits a proposal in response to this RFP until and unless the City and a proponent enter into a formal, written contract for the proponent to undertake this project. Attached for reference is the City's Consulting Services Agreement. (Appendix B).

5.2 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

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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.

5.3 CONFIDENTIALITY OF CITY INFORMATION

This RFP and all information provided by the City to proponents is provided on a confidential basis, and proponents will not disclose any such information to any person (other than the proponent's legal advisers) without the City's prior written consent, nor may any proponent publicize or advertise its involvement with this RFP process or the City in connection therewith without the prior written consent of the City.

5.4 PROPONENT'S EXPENSES

For clarity, proponents will be solely responsible for their own expenses incurred in preparing a proposal or in any subsequent negotiations with the City.

5.5 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.

5.6 CONFLICT OF INTEREST

By submitting a proposal, the proponent confirms that neither it nor any of its officers, directors, employees or proposed subcontractors, has any financial or personal relationship or affiliation with any City elected official, officer or employee or their immediate families which might in any way create or be perceived to create a conflict of interest.

5.7 LIVING WAGE EMPLOYER

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 2014 for the Lower Mainland is \$20.10, 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://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy (attached as Appendix A). **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.

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6.0 SCOPE OF WORK

6.1 The work involves the following components required for the preparation of a DSP report:

- a) ***Summary of the Existing Electrical Utility:*** The Consultant will provide a summary of the Electric Utility and how it functions. The summary should include an explanation of the Utility's history, the supply of power, the infrastructure and standards used, and operation and design of the system. There will be a review of load forecasting, customers and customer types, planning criteria, past power system issues, and anticipated future growth issues. It will describe the function of each department and their staff.

- b) ***Load Forecasts:*** The Consultant will develop two separate load forecasts and provide a detailed explanation of the forecasting methodology. These load forecasts should identify which substation will feed each new area of growth. A five year forecast for 2016-2021 will be made and shall be based on the Utility's historical load data and the Planning Department's projects on the go list. This forecast will take into account individual spot loads and their effect on the system. Specific projects should be listed with their estimated load. A second forecast for the next 20 years (2021-2041) will be based primarily on the official community plan. The Consultant will develop scenarios for each region of the City and the possible loading impact on each substation for different levels of growth.

- c) ***Distribution System Capacity Study:*** The Consultant will create two plans to address the infrastructure required to serve future growth. A plan for the period of 2016-2021 and one for the period of 2021-2041 will be needed. The plans should be based on the developed load forecasts. The ultimate layout for the distribution system in 25 years must be modelled. The plans will identify where and when the following will be needed:
 - 1) Additional substations
 - 2) New circuits
 - 3) Circuit offloading or switching
 - 4) Significant underground extensions
 - 5) Significant overhead work

An order of magnitude (+/- 25%) cost estimate for this work will be included.

- d) ***Identification of System Reinforcement Projects:*** The Consultant will identify system reinforcement projects that would be of significant value to the Utility. These projects should increase the reliability and operability of the system. Projects could include:
 - 1) New duct banks or circuit undergrounding
 - 2) Circuit offloading
 - 3) Underground conversions
 - 4) Overhead line work
 - 5) Recommended reliability back-up expectations and back-up criteria
 - 6) Others (to be recommended by the proponent)

The projects should be assigned a priority level based on their value to the Utility. A cost estimate (+/-25%) for each project must be included.

- e) ***Identification of Maintenance Program and Projects:*** The Consultant will consult operations and design staff and describe the current maintenance management program, and analyze the current costs. A baseline estimate for maintenance costs will be provided for 2016 to 2041. An analysis of major components to be replaced between 2016 and 2041 will be

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conducted. These items will be noted and added to the maintenance budget for the year in which they will take place.

7.0 PROJECT PHASES

7.1 The project will be divided into the following phases:

Phase 1: Scope Review and Initial Stakeholder Consultation

- a) Prior to beginning the system analysis, the selected proponent will meet with key City of New Westminster Electric Utility staff to confirm and refine the scope of the project. In addition, meetings will be held with key other municipal stakeholders to ensure that this initiative appropriately incorporates relevant planned developments within the City of New Westminster's electrical boundaries.

Phase 2: Preparation of the Distribution System Plan

- a) An initial draft of the DSP will be prepared outlining system deficiencies and associated capital projects. The draft report will be reviewed with the City of New Westminster to identify any changes or upgrades required. A Final Report incorporating the recommended changes and upgrades will be prepared for submission to the City of New Westminster.

Phase 3: Economic and Technical Evaluation of Proposed Solutions

- a) This is an exercise in prioritizing and scheduling the solutions. For the 2016 to 2021 proposed solutions, several different capital projects could address a specific deficiency. Each will need to be assessed for overall economic impact. Station and feeder projects will be assessed for loss reduction and backup enhancement among other criteria. Projects that best satisfy the economic and technical requirements will be incorporated into the Distribution models for subsequent analysis.

Phase 4: Preparation of Distribution Capital Budgets

- a) Budgetary quality estimates (+/-25%) will be developed for projects identified for implementation during the years 2016 to 2021. These estimates will be sequenced and assembled into a five-year Distribution Capital Budget.

Phase 5: Stakeholder Involvement

- a) Roll out the plan to key stakeholders at open houses or in one-on-one sessions, as appropriate. This initiative will be in advance of the City's 2016 budget application in September of 2015 (assumed).

8.0 ORDER OF STUDY

8.1 Load forecast:

- a) The proponent will use BC Hydro's station forecast (supplied by CNW) and CNW's last five year historical loads to develop a load forecast, which will determine the growth of the City of New Westminster. This must be normalized and trended against temperature data that is available from the government of BC. A forecast against the last 5 years worst temperature data is sufficient. The forecast must be rationalized with the historical trends while keeping in mind what is forecasted for growth in the community plan for 2016 to 2021 as well as any known commercial/industrial/residential infrastructure plans.
- b) Develop a separate 20 year forecast including "what if" scenarios. (i.e. What if the downtown core development occurs with new commercial opportunity? What is the impact of a new 40 acre development in New Westminster? Based on RCH new proposed load, should they be a

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BC Hydro Transmission Customer?) For forecasting the 2021 to 2041 period, the community plan shall be used as the best growth projection.

- c) Measure and trend the coincident load growth for the entire City, measure and trend the station growth, measure and trend each feeder. Identify where areas are dormant, growing, and saturated. Provide the rationale for the forecast.

8.2 20 Year Distribution Plan:

- a) What will the ultimate feeder system look like in 20 years? With infrastructure for roads, sewer, water, and storm, the ultimate distribution system will be identified for the feeder system.

8.3 Substations:

- a) The plan must address all of the station condition and capacity issues. The proponent shall perform an assessment of the station infrastructure for its maintenance history, operability, future use, and ratings. This plan must schedule any replacements or upgrades in an appropriate manner. Coordination with BC Hydro for other station related issues may create opportunities for both utilities.

9.0 SCHEDULE

- 9.1 The schedule for preparation of the 2016-2021 System Plan will be developed after a review of the DSP proposal plan with the City of New Westminister. The proponent will require a 2-4 day site visit to develop the plan and be able to estimate cost to complete the study.

10.0 COSTS

- 10.1 The Proponent has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the work requested and will conduct or provide the services required as a fixed lump sum fee proposal.

Price		\$ _____
	GST (5%)	\$ _____
	TOTAL:	\$ _____

- 10.2 Note: If you are supplying goods, please include a delivery lead-time schedule with your submission

- 10.3 The following expenses **must 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 address day to day management of the Project;
 - c) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
 - d) All costs associated with the necessary insurance coverage including professional liability insurance.

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11.0 PROPOSAL EVALUATION AND SELECTION

- 11.1** 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.
- 11.2** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.
- 11.3** The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason.
- 11.4** There shall be no obligation on the part of the City neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.
- 11.5** 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.
- 11.6** 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.
- 11.7** 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 of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 11.8** 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.
- 11.9** Proposals will be evaluated based on the following criteria:
- a) Experience of Company/Team;
 - b) Technical experience of Company/Team;
 - c) Experience with work of a similar nature
 - d) Proposed work plan
 - e) References
 - f) Cost

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11.10 Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.

12.0 REFERENCES

12.1 **NOTE: Failure To Provide References May Result In Disqualification**

12.2 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 Westminister).

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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:

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APPENDIX B

Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This Agreement made the ___ day of _____, 20__ is

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9

(the “City”)

AND: [NAME].
[address]

(the “Consultant”)

THIS AGREEMENT IS EVIDENCE that in consideration of the mutual covenants and agreements contained herein, the City and the Consultant agree as follows:

1.0 Services

- a) The Consultant agrees to perform the consulting services (herein called the “Services”) detailed in the **Scope of Work and Proposal** which are attached to and forms part of this Agreement. (see Appendix A)
- b) The Consultant represents that the Consultant 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.
- c) 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.
- d) The Consultant warrants that neither it nor any of its officers, directors, and employees, as applicable, has any financial or personal relationship or affiliation with any elected official or employee of the City 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. If any such conflict of interest arises during this Agreement, the Consultant will immediately inform the City in writing.

2.0 Duration And Termination

2.1 Duration

- a) Services under this Agreement shall commence on **[insert date]** and be completed in accordance with the schedule in the **Scope of Work**, subject to further extension as agreed upon by the parties.
- b) When the Consultant fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion in writing.

- c) In the event additional services are required that do not fall within those described in the Scope of Work then the completion date set forth above may be extended by mutual agreement, to a period determined to be sufficient for such additional services. The City may request additional services and the Consultant will provide a written fee quote. The Consultant will not commence additional services until the City has accepted the fee quote.

2.2 Termination

- a) This Agreement may be terminated by the City as follows:
 - i) For Default or Deficiency – if, by an act or omission, the Consultant breaches a term of this Agreement or in the event that City determines, in its sole and unfettered discretion, that the performance of the Consultant is , in the opinion of the City, unsatisfactory, then this Agreement shall terminate immediately upon the City delivering notice to the Consultant;
 - ii) Without Cause – the City may terminate this Agreement for any reason or no reason following fourteen (14) days’ written notice to the Consultant by the City.
- b) Upon termination of this 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.
- c) Acts or omissions by the Consultant which shall justify termination of this Agreement for default 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 the Consultant represented the Consultant as competent to perform;
 - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

3.0 **Non-Disclosure Of Information**

- 3.1 The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by the Consultant of any such information to unauthorized persons shall be cause for termination of this Agreement.

4.0 **Freedom Of Information**

- 4.1 All documents submitted to the City become the property of the City, and as such, the City advises the Consultant 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* (FOIPPA) and *Community Charter*. Should the Consultant wish to ensure particular parts of this contract are protected from disclosure under the FOIPPA, the Consultant shall specifically identify any information or records forming part of the Services 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.

5.0 **Compliance With Applicable Laws**

- 5.1 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.

- 5.2 The Consultant is solely responsible for all payments or deductions required to be made by any enactment, including but not limited to Canada Pension Plan, employment insurance, workers' compensation premiums, and income tax.
- 5.3 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.
- 5.4 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.
- 5.5 The Consultant shall provide evidence that the Consultant has registered for a GST account to the City within five (5) business days of the date on which the Consultant executes this Agreement.
- 5.6 The laws of the Province of British Columbia shall govern the Agreement. Any disputes between the Consultant and the City arising out of or in connection with this Agreement shall be referred to the British Columbia International Commercial Arbitration Centre for arbitration under its applicable rules and resolved by a single arbitrator mutually agreed to by both parties.

6.0 Relationship

- 6.1 It is expressly agreed, represented and understood that the Consultant's relationship to the City is that of an independent contractor 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 relationship under which the Consultant provides services for which the City will be invoiced according to the terms and conditions of this Agreement.
- 6.2 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, but the Consultant shall ensure the Services are performed on a timely basis and to a reasonable standard of care, skill, and diligence.

7.0 Compensation and Records

- 7.1 In consideration of the performance of the Services, the City shall pay the Consultant **[contract price]** including **[or excluding]** disbursements and excluding the Goods and Services Tax (GST), the Maximum Authorized Expenditure. The City may increase the Maximum Authorized Expenditure by issuing a written and signed Change Order.
- 7.2 Other than as expressly provided in this Agreement, the Consultant is solely responsible for all costs associated with providing the Services under this Agreement, including without limitation all membership costs, travel costs, professional costs, and educational costs.

- 7.3 The Consultant shall keep proper accounts and records for the performance of the Services, including invoices, receipts and vouchers, and shall preserve and keep available for audit and inspection all records described above for at least 2 years after the Term or earlier termination of this Agreement.
- 7.4 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.

8.0 Application For Payment

- 8.1 The Consultant shall submit invoices to the City on or before the tenth (10th) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within twenty (20) days from the invoice date.
- 8.2 Each invoice will show an itemized list of services and costs incurred for each of the tasks outlined in the Scope of Work. In addition to an itemized invoice, each invoice submitted by the Consultant will clearly include the total amount of services and disbursements and total for each task; the total to date for each task; and the total payable for the invoice.
- 8.3 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 Services.
- 8.4 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.
- 8.5 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 (20th) day of the following month.

9.0 Indemnification

- 9.1 The Consultant shall, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, indemnify and save harmless the City and its elected officials, employees, officers, and agents from and against all liabilities, losses, damages, claims, costs, expenses (including legal fees and disbursements), suits, and judgements arising out of or related to the provision of the Services by the Consultant that are found to be negligent.
- 9.2 This indemnification shall not apply:
- a) where the liabilities, losses, damages, claims, costs 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**
 - b) to the extent that the City, its employees, officers, or agents were negligent.
- 9.3 The Consultant's liability to indemnify the City and its elected officials, employees, officers, and agents shall not limit or affect any other rights or remedies the City may have against the Consultant in respect of the Services or a breach of this Agreement.

10.0 Change To Scope Of Service

- 10.1 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.
- 10.2 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 and written agreement between the parties, the City shall not be obligated to make any payments of additional fees to the Consultant.

11.0 Insurance

- 11.1 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:
- a) Professional Errors and Omissions Liability Insurance protecting the Consultant, any subcontractors 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 subcontractor, 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 for services resulting in errors or omissions for which the Consultant is held responsible.
 - b) General Liability Insurance of not less than five million dollars (\$5,000,000.00) inclusive any one occurrence.
- 11.2 Before undertaking any part of the Services, 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.

12.0 Ownership, Copyright and Work Product

- 12.1 The Consultant irrevocably grants the City an unrestricted licence for the City to use for any purpose all intellectual property, including drawings, plans, specifications, reports and other documents produced by the Consultant in relation to the Services. The Consultant agrees that the licence granted by this section includes the right for the City to adapt, use and modify such intellectual property for any purpose, and for those purposes, the Consultant waives the Consultant's moral rights to the work produced by the Consultant in relation to the Services.
- 12.2 The Consultant shall deliver to the City, upon request and at no additional cost to the 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 Microsoft Office format.

13.0 Assignment

- 13.1 The Consultant without the express written consent of the City may not assign this Agreement.

14.0 Engagement Of Other Consultants

- 14.1 The City reserves the right at its own discretion to engage any other consultant in relation to the Services during the Term.

15.0 Waiver

15.1 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.

16.0 Entire Agreement

16.1 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.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**

[name of City authorized representative and office]

Accepted and Agreed on
_____, 2014

By
[name of consultant]

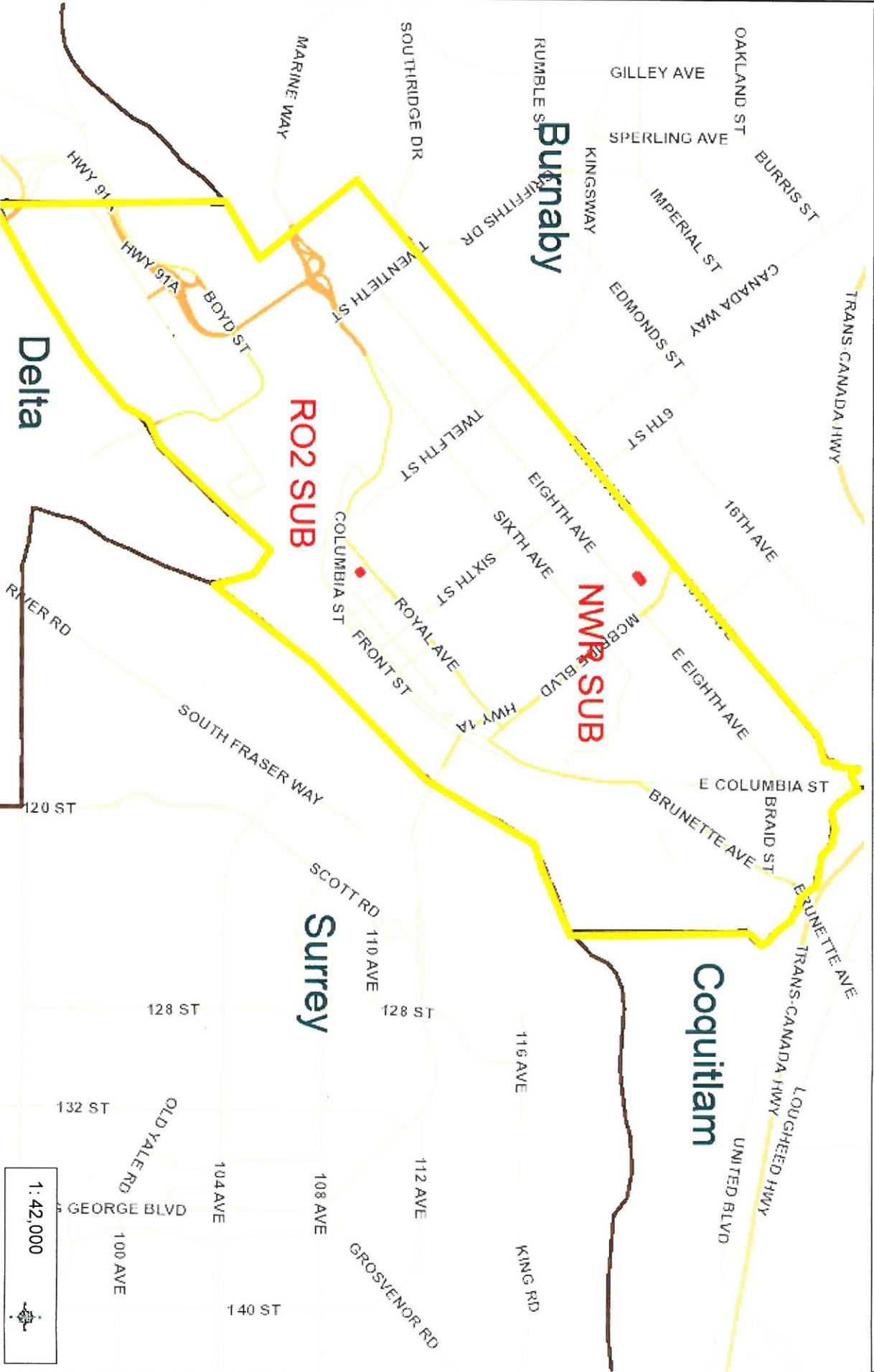
Authorized Signature

Name and Office

CORPORATION OF THE CITY OF NEW WESTMINSTER

APPENDIX C

Electrical Distribution Map



2.1
0
1.07
2.1 Kilometers

NAD_1983_UTM_Zone_10N
CNW GIS Services

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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