

City of Coquitlam

Request for Information and Qualifications
RFIQ No. 21-062

Consulting Services for Spani Pool Renewal

Issue Date: September 1, 2021

TABLE OF CONTENTS

	<u>PAGE</u>
SUMMARY OF KEY INFORMATION	3
DEFINITIONS	4
1. REQUEST FOR INFORMATION AND QUALIFICATIONS	5
1.1. Introduction	5
1.2. Purpose.....	5
1.3. Eligibility	6
1.4. Litigation.....	7
2. RFIQ EVALUATION CRITERIA	7
3. SELECTION PROCESS.....	8

APPENDIX A – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT SUBMISSION FORM

SUMMARY OF KEY INFORMATION

RFIQ Reference	RFIQ No. 21-062 Consulting Services for Spani Pool Renewal
Overview of the Opportunity	The purpose of this RFIQ is to select professional, qualified and experienced consulting firms to provide consulting services related to the Spani Pool Renewal .
Questions	Questions are to be submitted in writing quoting the RFIQ number and name sent to email: bid@coquitlam.ca
Addenda	Respondents are to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: http://www.coquitlam.ca/BidOpportunities
Closing Date and Time	2:00 pm local time Wednesday September 22nd, 2021
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"> In the “Subject Field” enter: RFIQ Number and Name 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>
Participation	The guidelines for participation that will apply to this RFIQ are posted on the City’s website: Instructions to Proponents
Obtaining RFIQ Documents	RFIQ Documents are available for download from the City of Coquitlam’s website: http://www.coquitlam.ca/BidOpportunities

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. REQUEST FOR INFORMATION AND QUALIFICATIONS

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 the renewal of **Spani Outdoor Pool**.

The City is seeking dynamic and creative consulting teams with specialization in the categories outlined below.

This RFIQ is intended to invite qualified Consultants who are interested in, and who have the expertise, experience, resources and knowledge to perform Services as described in this RFIQ.

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

1.2. Purpose

Spani Pool, located in Mundy Park, has served residents for over 50-years and is valued for its cooling, forested setting as well as being the location where many have learned to swim or progressed into swimming competition. The existing facility in southwest Coquitlam includes a 25-meter lap pool with dive tank along with change rooms and washrooms.

As identified in the City's Aquatic Services and Infrastructure Strategy, Spani Pool requires a renewal in the 2021-2025 period to provide more accessible and inclusive amenities, including a leisure pool and splash zone. The City, and a consultant team led by HCMA, recently completed the Spani Outdoor Pool Renewal Study. The Renewal Study combines the previous asset and service planning to refine the scope, program, and cost to renew the facility. It also considers broader community interests such as accessibility, inclusion and sustainability. The Spani Outdoor Pool Renewal Study is available as part of this RFIQ on the City's website.

<https://www.coquitlam.ca/942/Current-Facility-Planning-Design-Project>

On August 13, 2021, the Federal and Provincial Governments announced that the Spani Outdoor Pool Renewal Project will receive funding through the Investing in Canada Infrastructure Program – Community, Culture and Recreation stream. This funding enhances the City's ability to proceed with the project in alignment with the Renewal Study.

In order to proceed with the renewal of Spani Outdoor Pool, the City requires a consultant team led by an Architecture firm with experience in aquatic facility development. The consultant team should also include the following sub consultants:

- Landscape Architect
- Civil Engineer
- Mechanical Engineer
- Structural Engineer
- Electrical Engineer
- Qualified Environmental Professional (Fisheries)
- Registered Professional Forester or Certified Arborist
- Quantity Surveyor

The Renewal Study has outlined accessibility, inclusivity and sustainability initiatives that are proposed for the upgraded facility. The consultant team is expected to prioritize these initiatives and potentially enhance those already proposed. Respondents should fully demonstrate their ability to design and deliver such initiatives on past projects.

The City will also secure the services of a Geotechnical Engineer, Archaeologist and Engagement Specialist separately from the consultant team. To expedite project delivery and ensure competitive pricing, the City will be utilizing a Construction Manager for this project and procurement of construction trade contractors may include multiple packages as the works could be phased. For example, the phasing may include starting construction on the new portions of the project outside the current operational boundaries of the existing pool, and demolition and renewal works of the existing facilities during its normal offseason (October – April).

The Scope of Work for this project is for all the tasks required to complete the construction and commissioning of the renovated facility.

The project includes consultation with the Kwikwetlem First Nation and further information on that process will be included in the subsequent RFP. Respondents should demonstrate successful participation in First Nations engagement on past projects.

The project is expected to follow the schedule below that will be further detailed in the subsequent Request for Proposals.

Time Frame	Task
October – December 2021	Public and Stakeholder Engagement
	Geotechnical and Structural Investigations
	Archaeological Overview Assessment (Underway)
	Refinement of Renewal Study Concept Plan
	Class C Estimate
January – April 2022	Council Presentation of Final Concept
	Archaeological Impact Assessment (if required)
	Construction Manager on-boarded
	Detailed Design to 75%
May – August 2022	Class B Estimate
	Council Presentation of Final Design
	Detailed Design to 100%
	Permitting
August 2022 – May 2023	Procurement
	Construction

The City’s current Capital Budget includes \$8 Million for this project. The total project budget is estimated at \$18 Million with funding to be confirmed in the City’s 2022-2026 Capital Budget.

1.3. Eligibility

For eligibility, as a condition of award, the successful companies would be required to meet or provide the following:

- .1 Enter into the City's [Consulting and Professional Services Agreement](#) attached as Appendix A to this RFIQ (for awarded projects).
- .2 Professional and Commercial General Liability insurance coverages as outlined on the City's [Certificate of Insurance - Consultant Form](#)
- .3 Be a registered member of an association with a professional discipline relating directly to the *Service* being provided, for example, the Architectural Institute of British Columbia (AIBC).
- .4 Accept the City's [Standard Terms and Conditions - Consulting and Professional Services](#)
- .5 Obtain a City of Coquitlam or Tri Cities Intermunicipal Business License. More information can be found on the City's website at: [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 Services.

1.4. 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. RFIQ EVALUATION CRITERIA

The evaluation criteria are as follows:

- Compliance with the requirements of this RFIQ (including proving a complete and concise Submission). - **5 points**
- Experience and qualifications of the project team, including sub-consultants, who will carry out the project – **20 points**
- Demonstrated success of the project team – **40 points**
- Demonstrated ability of the project team to complete assignments on time and within budget. – **10 points**
- Sustainability – Social, economic, and environmental initiatives. – **5 points**
- Value added Benefits; Innovative and Creative solutions– **5 points**
- References – success on previous, relevant, municipal projects. (References will only be contacted when the Respondent has scored well in the preceding criteria) – **15 points**

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. Reference checks will be kept confidential and will not be reviewed or discussed with companies participating in this RFIQ process.

3. SELECTION PROCESS

This RFIQ is the first stage of a two stage process.

Stage 1: - RFIQ – Request for Information and Qualifications

It is the intent of the City to utilize this RFIQ to invite qualified consultants who are interested in, and who have the expertise, experience, resources and knowledge to perform Services as described in this RFIQ.

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 Preferred Respondents to be invited to Stage 2 – Request for Proposal.

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

Stage 2: - Request for Proposal

The Preferred Respondents will be invited to participate in a subsequent, invite only Request for Proposals. By way of this RFP, the City can request detailed information and financial to those who have been shortlisted to Stage 2.

The City reserves the right at any time and at its sole discretion to cancel this process for any reason in its entirety.

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

Appendix A

Contract No. 21-062

Spani Pool Renewal

Consulting and Professional Services Agreement

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

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
Address
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 21-062 Consulting Services for the Spani Pool Renewal issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP 21-062 Consulting Services for the Spani Pool Renewal issued XX, XX, XXXX and
"Proponent's Name" Proposal dated XX, XX, XXXX

3.0 Consultant Project Team:

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

4.0 Consulting Fee & Rates:

Refer to "Proponent'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 Qualifications
RFIQ No. 21-062**

Consulting Services for Spani Pool Renewal

Submissions will be received on or before 2:00 pm local time
Wednesday September 22, 2021
("Closing Date and Time")

INSTRUCTIONS FOR SUBMISSION

Submissions are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at website: 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.

SUBMISSION FORM

Complete and return this section including Resumes

Submitted by: _____
(Company Name)

1. PROJECT TEAM / EXPERIENCE

List your firm’s key personnel who would make up the team that would be working on the assignment along with their qualifications, experience and role in the project. (Add rows as required). **Please include resumes**

Name	Qualifications / Experience / Role

2. RESUMES

Respondent is to **provide Personnel Resumes** for each Key Personnel and include as an Attachment to this Submission

- Maximum 2 pages each resume - Resumes attached: Yes

3. REFERENCES OF SIMILAR SUCCESSFUL PROJECTS

Provide two (2) references including organization, contact name and phone number for similar assignments that were successful.

REFERENCE NO. 1	
Project Title and Year	
Project budget	
Project owner/client	
Original Consulting services budget	
Final Consulting Services Costs	

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.	
Describe why you believe the project was successful and the role your firm had in the success.	
Reference person (client)	
Telephone and email of reference person	

REFERENCE NO. 2	
Project Title and Year	
Project budget	
Project owner/client	
Original Consulting services budget	
Final Consulting Services Costs	
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.	
Describe why you believe the project was successful and the role your firm had in the success.	
Reference person (client)	
Telephone and email of reference person	

4. DEMONSTRATED ABILITY TO COMPLETE ASSIGNMENTS ON TIME AND WITHIN BUDGET

1.	Briefly describe how your company will complete assignments on time and within budget?
2.	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"/>
3.	If there was a delay, what were the reasons for the delay?
4.	If there was a delay, how did your firm make attempts to mitigate the delay?
5.	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"/>
6.	If yes, what were the reasons for increasing the budget?
7.	If yes, how did your firm attempt to mitigate the delay?

5. SUB-CONSULTANTS

The Respondent proposes to use the following sub-consultant(s) to supplement their team:

Sub-consultant	Role	Brief reason as to why the sub-consultant is on your team.
	Landscape Architect	
	Civil Engineer	
	Mechanical Engineer	

	Structural Engineer	
	Electrical Engineer	
	Qualified Environmental Professional (Fisheries)	
	Registered Professional Forester or Certified Arborist	
	Quantity Surveyor	

6. PROFESSIONAL ASSOCIATION(S)

State the association(s) the Respondent is a member of:

7. SUSTAINABLE BENEFITS

Briefly describe your firm’s social, economic and environmental initiatives, innovations, and practices and how those would benefit the City:

8. VALUE ADDED BENEFITS

Provide information on what makes your firm innovative and how creativity will be incorporated in providing options, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

9. CONFLICT OF INTEREST DECLARATION

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

10. REQUESTED DEPARTURES – CONTRACT

The Proponent has reviewed the [Appendix A – Consulting and Professional Services Agreement](#) and the City’s [Standard Terms and Conditions - Consulting and Professional Services](#)

I/We would be prepared to enter into that Contract, amended by the following departures (list, if any):

11. CONFLICT OF INTEREST DECLARATION

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

--

12. ADDENDA

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

Addendum No.	Date Issued

13. AUTHORIZATION

The Respondent states that the signature below is an authorized representative that can bind the company to statements made in this Submission. For the purpose of this RFIQ, electronic signatures will be accepted.

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

- End of Submission Form -