



## **REQUEST FOR PROPOSAL 19-21 SEAGULL WALKWAY ENGINEERING SERVICES**

**February 12<sup>th</sup>, 2019**

The City of Campbell River is seeking the services of a qualified Marine Engineering Consulting Services firm to undertake a condition assessment and prepare preliminary design(s), complete with proposed sequencing plan and associated cost estimate(s) for necessary remedial works to the City's Seagull Walkway in order to bring it into compliance with current standards.

**This RFP is available electronically by downloading from the City's website at [http://www.campbellriver.ca/city\\_services/purchasing/request\\_for\\_proposal.asp](http://www.campbellriver.ca/city_services/purchasing/request_for_proposal.asp)**

This is not a tender. This is a non-binding Request For Proposals. The City reserves the absolute right to negotiate with one or more Proponents as it sees fit. Nothing in this RFP shall obligate the City to enter into a contract with any person.

This RFP is scheduled to close at:

***RFP Closing Time:* 3:00 p.m. local time**

***RFP Closing Date:* Tuesday March 5<sup>th</sup>, 2019**

***Delivered to:*** City of Campbell River City Hall  
301 St. Ann's Road, 1<sup>st</sup> Floor Reception Desk  
Campbell River, BC V9W 4C7  
**ATTN: Daniel Xu – Senior Buyer**  
[purchasing@campbellriver.ca](mailto:purchasing@campbellriver.ca)

***Enquiries:*** Daniel Xu, CPPB, CSCP  
Senior Buyer  
Telephone: 250.286.5788  
[purchasing@campbellriver.ca](mailto:purchasing@campbellriver.ca)



**REQUEST FOR PROPOSAL 19-21**  
**SEAGULL WALKWAY ENGINEERING SERVICES**  
**RECEIPT CONFIRMATION FORM**

As receipt of this document, and to directly receive any further information, addendums, etc. regarding this competition, please return this form to:

Email: [purchasing @campbellriver.ca](mailto:purchasing@campbellriver.ca)

Fax: 250.286.5763

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

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

City: \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

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**1.0 Submission Requirements**

- 1.1 Proposals may be submitted via email or in a sealed envelope and addressed to:
- City of Campbell River  
301 St. Ann's Road  
1<sup>st</sup> Floor Reception Desk  
Campbell River, BC  
V9W 4C7  
**ATTN: Daniel Xu – Senior Buyer**
- Ensure that the RFP name, number, company name, and return address is labelled on the outside envelope.
- 1.2 Proposals should be received by **3:00 p.m., Tuesday March 5<sup>th</sup>, 2019**. Proposals will NOT be opened in public.
- 1.3 Proposals received and not conforming to Item 1.2, above, may at the City's discretion, be returned (unopened) to the *Proponent(s)* without consideration.
- 1.4 Proposals submitted via email are to be sent to [purchasing@campbellriver.ca](mailto:purchasing@campbellriver.ca) **Ensure to state the RFP name, number, and "Submission" in the Subject Line.** Email submissions should be consolidated into one (1) Adobe .PDF virus free file and no larger than 10MB's.
- 1.5 Proposals submitted to City Hall should include one (1) copy preferably in a bound 8½-inch x 11-inch format along with one (1) identical copy on a virus free data storage device (i.e. USB flash drive) in Adobe PDF format. No three-ring binders.
- 1.6 All proposals are to be submitted in the English language.
- 1.7 *Proponents* assume the entire risk when submitting a Proposal via email. The *City* will not be liable for any delay or rejection for any reason, including but not limited to, technological delays or issues caused by any network or email program, rejected as suspected spam, virus, malware, or email not identified in the Subject Line as a submission and being missed. The *City* will not be liable for any damages associated with Proposals not being received or being missed.
- 1.8 *Proponents* may choose to provide a completed Receipt Confirmation Form to the Senior Buyer, if they wish to receive any further information, addendums, etc. regarding this Request For Proposal.
- 1.9 *Proponents* are solely responsible for any costs or expenses related to the preparation, submission, and presentation of proposals.
- 1.10 After the closing time and date, all documents received by the *City* become the property of the *City*.

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- 1.11 The successful *Proponent* will be required to assign any copyright to the *City*. The *City* will have the exclusive rights to copy, edit and publish the material.
- 1.12 This proposal is subject to the terms and conditions of the Agreement for Internal Trade, Mash Annex 502.4 and the New West Partnership Trade Agreement between the provinces of B.C, Alberta and Saskatchewan.
- 1.13 The awarding of a contract as a result of this Request for Proposal will not permit the successful *Proponent* to advertise the relationship with the *City* without the *City's* prior authorization.
- 1.14 Under no circumstances may the *Work* or any part thereof be subcontracted, transferred, or assigned to another firm, person, or company without the prior written authorization of the *City*.
- 1.15 If any director, officer or employee agent or other representative of a *Proponent* makes any representation or solicitation to any Councillor, officer or employee of the *City* of Campbell River with respect to the Proposal, whether before or after the submission of the Proposal, the *City* shall be entitled to reject or not accept the Proposal.

**2.0 Definitions**

- 2.1 “*City*” means The *City* of Campbell River.
- 2.2 “*Consultant*” or “*Supplier*” means the successful “*Proponent*”.
- 2.3 “*Proponent*” means the entity submitting a proposal.
- 2.4 “*Work*” means and includes anything and everything required to be done for the fulfilment and completion of this agreement.

**3.0 Proposal Format**

Proposals, rather than tenders, have been requested in order to afford *Proponents* a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the *City's* needs in a more cost-effective manner. Proposals are to be based on these Instructions and any Appendices issued.

The main body of the Proposal should not exceed 25 double-sided sheets (total of 50 pages). Cross-references should be included as appropriate to make reference to related relevant information.

Appendices can be added for supplementary materials that include brochures, sub-consultant proposals, detailed man-hour spreadsheets, resumes and supporting information.

Submission of Proposals should be arranged using the following format style:

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**Letter of Introduction**

A brief cover letter introducing the Proponent's Proposal.

**Appendix 1**

All submissions are to include a completed Appendix 1, as attached, to clearly show the company name, address, telephone number, e-mail address, and name of the primary contact person(s).

**Table of Contents**

Provide a table of contents for the Proposal.

**Project Understanding**

The Proponent should provide a detailed summary of their understanding of the proposed Scope of Work in their own words. Demonstrate the understanding of the key issues specific to this assignment and the Proponent's approach to addressing them.

Provide a table which expands the Scope of Work into a series of potential tasks or work activities for the tasks described.

Provide a list of personnel with their hourly rates and an approximate number of hours utilization that the Proponent anticipates their involvement to provide the services to address the potential tasks and work activities. The Proponent is expected to provide an appropriate balance and allocation of resources/hours and seniority/experience assigned for the services.

Provide a list of potential deliverables that would be provided by the Proponent for the Scope of Work described in the Terms of Reference.

**Approach and Methodology**

Proponents should provide clear and concise information on their approach and methodology on how they will work with the City to deliver the required services and arrive solutions that best meets the City's requirements.

Provide a written narrative that clearly describes the services that will be provided. Provide a written summary describing how the Proponent's work plan will address the potential services.

**Project Delivery**

The Proponent should provide a clear and concise description of how they intend to deliver the services in sufficient detail that reasonably demonstrates that the Proponent understands the Scope of Work and how they intend to implement and execute it efficiently, cost-effectively, and to the highest quality.

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**Firm profile:** Name, address, telephone number, email address of the primary contact person, number of years in business, experience in similar projects, and geographic location of lead firm.

**Capability:** Size of workforce, equipment and facilities available where the work will be completed and where the consultant's Project Manager will be located.

**Personnel:** Identify the Project Manager and other key personnel. Provide an organization chart and resumes with relevant information for each team member, indicate their professional qualifications/designations, role and responsibility, summary of education/qualifications and experience in relation to the project.

Describe the availability and capacity of the Project Manager and other key personnel to undertake the Project.

Provide resumes for sub-consultants indicating their knowledge, qualifications and experience and if the Proponent will be using specialty sub-consultants.

**Knowledge:** Demonstrate knowledge of providing the services for local governments, in particular working with municipalities.

**Experience:** Provide a description of completed projects and past work history and demonstrate relevance to the Scope of Work described in the Terms of Reference. Describe how the Project Manager and other key personnel have been involved with similar projects.

**References**

Identify other projects for which your company has provided similar services. Provide references stating organization name, contact name, e-mail, phone number to support this.

**Proposed Budget**

Proponents should also provide a high level budget and implementation plan detailing hourly utilization, plan tactics based on the Terms of Reference including any production costs or other expenses for the first year of the contract.

This budget should include hourly rates of all team members and an estimated allocation of hours between team members.

All prices quoted are to be in Canadian (CAD) dollars and include all taxes, including provincial sales taxes, except GST, which shall be shown separately.

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**4.0 Confidentiality and Freedom of Information**

- 4.1 Your proposal should clearly identify any information that is considered to be of a confidential or proprietary nature (the “Confidential Information”). However, the *City* is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the Act does offer some protection for third party business interests, the *City* cannot guarantee that any Confidential Information provided to the *City* will remain confidential if a request for access in respect of your proposal is made under the *Freedom of Information and Protection of Privacy Act*.

**5.0 Pricing & Payment**

- 5.1 The items listed in the attached Terms of Reference are minimum features to be provided. *Proponents* may also provide separate pricing on additional elements they feel would benefit the *City* in meeting its goal.
- 5.2 All invoices paid as a result of this Request for Proposal will be paid as per the *City's* standard payment terms "current month's invoices will be paid net 30 days".

**6.0 Cancellation**

- 6.1 The *City* reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any *Proponent* as a result of that cancellation.
- 6.2 The *City* reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 30 days written notice to the *Consultant* of such termination and the *Consultant* will have no rights or claims against the *City* with respect to such termination. Cancellation would not, in any manner whatsoever, limit the *City's* right to bring action against the *Consultant* for damages for breach of contract.

**7.0 Accuracy of Information**

- 7.1 The *City* makes no representation or warranty; either expressed or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

**8.0 Responsibility of Proponent**

- 8.1 Each *Proponent* is responsible for informing themselves as to the contents and requirements of this RFP. Each *Proponent* is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The *City* will not be responsible for any loss, damage or expense incurred by a *Proponent* as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any

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*Proponent.*

- 8.2 The *City* of Campbell River may at any time prior to the closing date and time issue additional information, clarifications, or modifications to the RFP by written addenda via the *City* of Campbell River website. Information provided in the addenda shall supersede all previous information provided.
- 8.3 The *City* of Campbell River will endeavour to notify all *Proponents* of any such addenda as may be issued but it is the *Proponent's* sole responsibility to ensure they have reviewed the *City's* website for any addenda issued. By submitting a Proposal the *Proponent* is deemed to have accepted and to abide by all addenda issued.
- 8.4 If a *Proponent* is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction should be submitted to the Senior Buyer, in writing.
- 8.5 Only the written Request for Proposal and any addenda issued by the Senior Buyer should be relied upon by *Proponents* when preparing and submitting their proposals.
- 8.6 By submitting a proposal, the *Proponent* represents that it has the expertise, qualifications, resources, and relevant experience to perform the *Work*.
- 8.7 *Proponents* should not rely on any dimensions or scales shown on any attached drawings. *Proponents* are responsible for all measurements and to examine the place of work prior to submission. By submitting a Proposal the *Proponent* represent that they have examined the place of work, or specifically elected not to.

**9.0 Enquiries**

- 9.1 All questions and enquiries should be submitted in writing no later than three (3) working days prior to the closing date of the RFP.
- 9.2 Any questions regarding this competition and the submission of proposals should be directed to Daniel Xu, CPPB, CSCP, Senior Buyer at 250.286.5788 or [purchasing@campbellriver.ca](mailto:purchasing@campbellriver.ca)

**10.0 References**

- 10.1 The *City* shall have the right, but not the obligation, to contact any references.

**11.0 Indemnification**

- 11.1 The successful *Consultant* hereby releases and shall indemnify and save harmless the *City*, its officers, employees, officials, agents, *Consultants* and representatives from and against any and all claims, costs, damages, actions,



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causes of action, losses, demands, payments, suits and expenses, legal fees or liability arising from:

- a. errors, omissions or negligent acts of the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performances of the Services;
- b. the breach, violation or non-performance of this Agreement by the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performance of the Services;
- c. personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or during the provision of the Services under this Agreement, including without limitation WorkSafeBC claims and assessments.

11.2 The release and indemnity contained in section 11.1 shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the *City*, its officers, employees, officials, agents, *Consultants*, or representatives.

11.3 The *Consultant* is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible.

11.4 The release and indemnity contained in section 11.1 shall survive the termination of this Agreement.

**12.0 Insurance, Licenses, and Permits**

12.1 The *Consultant* must submit to the *City*, upon acceptance of its proposal, the following:

- a. Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the *City* as an additional insured and a Cross Liability clause;
- b. A provision requiring the Insurer to give the *City* a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
- c. Professional Liability Errors and Omissions Insurance in the amount of not less than \$500,000 per occurrence and a minimum of \$2,000,000 aggregate for all claims;
- d. A copy of your current Certificate of Clearance from WorkSafe BC;
- e. A signed City of Campbell River Safety Covenant.

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12.2 The *Consultant* shall provide and pay for all necessary insurances, licenses, permits, and approvals from authorities having jurisdiction required for the performance of the *Work* and is responsible for any deductible amounts under the policies.

12.3 All insurances, licenses, and permits must remain valid for the term of the *Work*.

**13.0 Declarations**

13.1 In submitting a proposal the *Proponent* declares that:

- I (we) do not (or any related company) have any family, ownership, and operating relationships with the *City*, or any elected official, staff or other officials holding public office in the *City* and agree that the *City* reserves the right to reject any proposal that may be perceived to be in a conflict of interest.
- I (we) am (are) not or have not:
  - a. an individual who has; or
  - b. an individual who was a shareholder or officer of a company that has; or
  - c. a company that has; or
  - d. a company with a shareholder or officer who has; or
  - e. a company that is, or was a shareholder of a company that is, or was a shareholder of a company that has; or
  - f. a company that has a shareholder or officer who is also a shareholder or officer of another company that has;
  - g. had a bid bond retained, or
  - h. had all or part of a performance bond retained, or breached a contract with the *City*, or failed to complete its obligations under any prior contract with the *City* (or any other publicly funded jurisdiction or organization in British Columbia), or has been charged or convicted of an offence in respect of a *City* (or any other publicly funded jurisdiction or organization in British Columbia) contract.

**14.0 Timing**

14.1 Time is of the essence in carrying out the *Work*. The *Consultant* must commence the *Services* in a timely manner and carry out the *Services* in accordance with the completion dates set out in the Terms of Reference, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

**15.0 Regulations of Authorities Having Jurisdiction**

15.1 All *Work* provided must be in accordance with all laws and regulations pertaining to the *Work*. The laws of the Province of B.C. shall govern this proposal and any subsequent Agreement resulting from this proposal.

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15.2 The *Consultant* will be required to enter into an Agreement with the *City*, refer to the attached Draft Agreement.

**16.0 Evaluation Criteria & Process**

- 16.1 An evaluation committee made up of *City* staff and its consultants will be reviewing proposal submissions. The evaluation criteria will be applied to all submissions fairly and without bias to any *Proponent* or proposal and the same criteria and weightings will be applied to all submissions.
- 16.2 No assumptions should be made that information regarding the *Proponent* or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the *Proponent*.
- 16.3 The *City* reserves the right to conduct pre-selection meetings with *Proponents*. *Proponents* may be requested, as part of the evaluation process, to provide a presentation, which may include a demonstration of their products.
- 16.4 The *City* reserves the right to conduct pre-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.
- 16.5 Award of any contract resulting from this RFP may be subject to available funding, City of Campbell River Council approval, and other budget considerations.
- 16.6 The *City* is entitled to accept for consideration any or none of the proposals submitted and will evaluate proposals based on the “best value” and not necessarily the lowest cost. The following are some of the key considerations that the *City* expects to take into account to determine best value:

	<b>Description</b>	<b>Weight</b>
1	<b>Qualifications &amp; Experience</b> – Company experience, personnel qualifications, similar projects, references, etc.	20%
2	<b>Methodology</b> – Collaborate with City during process to develop solution, approach, initiative and innovation, demonstrated understanding of project requirements, etc.	50%
3	<b>Proposal</b> – Completeness, overall quality and level of details submitted, value added services, etc.	10%
4	<b>Budget</b> – Pricing structure, fees, costs, etc.	20%

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**A. INTRODUCTION**

The City of Campbell River, a coastal city of over 35,000 people, is located on the east coast of Vancouver Island at the south end of the important Inside Passage shipping route. The “Salmon Capital of the World” rises up from Discovery Passage and stretches along the coastline for approximately 14 kilometres.

The City is seeking the services of a qualified Marine Engineering Consulting Services firm to undertake a condition assessment and prepare preliminary design(s), complete with proposed sequencing plan and associated cost estimate(s) for necessary remedial works to the City’s Seagull Walkway in order to bring it into compliance with current standards.

The Seagull Walkway is a prominent feature in the downtown of Campbell River connecting Robert Oster Park with the Government Wharf. The walkway provides a waterfront pedestrian connection as part of the City’s overall sea walk network and is heavily used year round. It is approximately 240m long and was originally constructed in two separate phases with both consisting of concrete slab, placed on granular materials held in place by a timber pile and plank arrangement. The first section was built in the early 1980s followed by the second section in 1994. Since 2001 ongoing conditions assessments have tracked the degrading condition of the walkway and related retaining structure to the point that in 2014 it was determined that the entire structure should be considered for full replacement.

The City is now with necessary funding approved within the City’s Long Range Capital Plan so as to commence the preliminary design.

**B. SCOPE OF WORK**

1. Review existing reports, drawings, easements, SRW/Lease Plans
2. Conduct overall site inspection and complete condition assessment
3. Identify and recommend necessary remedial Works options for:
  - a. North System
  - b. Bridge
  - c. South System
4. Compile and arrange a detailed listing of necessary remedial works in order of recommended priority
5. Prepare associated cost estimates for each remedial work item as per City Council Policy
6. Identify all Property impacts and develop strategy for any necessary acquisitions
7. Identify all relevant Regulatory requirements and provide overview of related process complete with anticipated durations for attaining any necessary approvals
8. Present life cycle analysis for proposed improvements
9. Develop and present proposed maintenance program for any recommended improvements
10. Assist City in developing Project Completion Plan

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Subject to further Council approval and funding:

11. Complete detailed design for required improvements
12. Prepare all necessary construction tender documents in accordance with City Policies and Procedures and support the City in the Tender process including provision of recommendation for award
13. Acting as Engineer of Record, provide necessary Construction Engineering Services included but not limited to contract administration and site inspection
14. Provide project completion report at project close out

**C. APPROACH**

1. Phase 1:
  - a. Complete review and condition Assessment
  - b. Identify priority of required remedial works based on condition assessment
  - c. Prepare summary of proposed options
  - d. Develop associated Order of Magnitude Cost Estimates for each proposed option
  - e. Prepare preliminary design report and present to the City for Review
  - f. Work with the City project team to develop a proposed Project Plan
  - g. Work with City project team to include project in 2020 Financial Planning deliberations
2. Phase 2:

Work for Phase 2 is subject to City project team securing funding and necessary approvals.

  - a. Complete detailed design exercise including:
    - i. 50% and 90% complete submissions for City review
    - ii. Preparation of Class B and A construction cost estimates in accordance with City Policy
    - iii. Preparation of necessary tender packages
  - b. secure all necessary regulatory approvals required
  - c. support City tender process
  - d. provide necessary construction services based on final Project Plan

**D. QUALIFICATIONS**

Proponents must have as a minimum demonstrated experience in:

1. BC coastal marine engineering acting as lead consultant with a minimum of 3 similar projects completed in the last 10 years.
2. Wharf and piling system inspection, assessment and rehabilitation
3. Design and construction engineering services for marine wharf and retaining wall systems
4. Experience in applicable Regulatory Compliance, permitting and delivery

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5. Demonstrated understanding of anticipated effects of Sea Level Rise and examples of application of available planning tools.

**E. BUDGET**

1. Proposed budget is for Phase 1 **ONLY**. Phase 2 will be negotiated post award
2. The proposals shall have a detailed budget including the following information:
  - Hourly rates of each team member and all sub consultants;
  - Number of hours anticipated for each team member;
  - Total upset price;
  - Amount of assistance expected from City staff. (Information searches, etc.)

**F. ANTICIPATED TIMING**

**Phase 1 – Assessment and Preliminary Design:**

City Request For Proposal:	March – April 2019
City Council Approval:	April 23, 2019
Services Agreement Execution:	April 30, 2019
Kick-Off:	May 2019
Condition Assessment:	June – July 2019
Draft Report Submitted:	September 6, 2019
Final Report Submitted:	October 30, 2019
City Budget deliberations:	November – December 2019

**Phase 2 – Detailed Design and Construction:**

(Subject to City Council approving necessary funding)

Detailed Design:	January – April 2020
Regulatory Approvals:	January – May 2020
Construction:	May – September 2020
Complete:	October 2020

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**G. INFORMATION**

The following are attached only for the purpose of reference:

CCR: Seagull Walkway Condition Summary Report, February 9, 2016  
(includes Onsite Engineering Ltd. March 2014 Condition Assessment)

CCR: Capital Project Management Policy

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AGREEMENT**

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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**Reference No.:** RFP 19-21

**Contract:** SEAGULL WALKWAY ENGINEERING SERVICES

**BETWEEN:**

City of Campbell River  
301 St. Ann's Road  
Campbell River, B.C. V9W 4C7

(the "City")

**AND:**

**TBD**

(the "Consultant")

- A. The *City* requires the professional services of the *Consultant* and desires to engage the *Consultant* to perform the services set out in this Agreement.
- B. The *Consultant* has agreed to perform the Services in accordance with the terms and conditions of this Agreement.

In consideration of the terms, covenants and conditions of this Agreement, the *City* and the *Consultant* agree as follows:

**1.0 CONSULTANT'S SERVICES TO THE CITY**

- 1.1 The *Consultant* must provide and is responsible for the services outlined in the work plan submitted to the *City* by the *Consultant* in response to the Request for Proposal (the "Proposal") hereto as Schedule "A" and forming an integral part of this Agreement in the amount of \$XXXXX, excluding GST.
- 1.2 If there is any inconsistency or conflict between the provisions of the contract documents then the contract documents shall govern and take precedence in the following order with the Agreement taking precedence over all other contract documents:
  - a. The Agreement between the City and Contractor;
  - b. The Contractor's submitted proposal and pricing;
  - c. The City's Request For Proposal and all addenda's;
  - d. All other contract documents.
- 1.3 The *Consultant* may engage professional sub-consultants for the performance of specific tasks forming part of the Services, as approved in writing by the *City*. The sub-*Consultants* may not be replaced without the prior written consent of the *City*.



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- 1.4 The *Consultant* must administer, coordinate, and manage all Services of sub-*Consultants*, and is responsible for all work performed by the sub-consultants in relation to the Services and will pay all fees and disbursements of all sub-consultants.
- 1.5 The *Consultant* must perform the Services:
- a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature;
  - b) in accordance with current professional practices; and
  - c) in conformance with the latest design standards and codes applicable at the time of design.
- 1.6 The *Consultant* must furnish all personnel required to perform the Services, and all personnel must be competent and qualified to perform the Services.
- 1.7 Where specific personnel have been proposed by the *Consultant* for the performance of the Services, and have been accepted by the *City*, the personnel may not be replaced without the prior written consent of the *City*.
- 1.8 The *Consultant* must commence the Services in a reasonably timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

**2.0 BASIS OF PAYMENT TO THE CONSULTANT**

- 2.1 In consideration of the Services performed by the *Consultant* to the satisfaction of the *City*, the *City* will pay the *Consultant* the fees and reimbursable expenses as prescribed in this agreement.
- 2.2 Payment to the *Consultant* will be based on hours worked by the employees of the *Consultant* multiplied by their hourly rates as indicated in the proposal and shall not exceed the budget without prior written authorization from the *City*.
- 2.3 The limit on the fees to be paid by the *City* to the *Consultant* does not diminish the duties and obligations of the *Consultant* to provide the Services.
- 2.4 All other expenses not listed above are considered to be included in the *Consultant's* fees.
- 2.5 The *Consultant* shall submit invoices to the *City* representative or delegate on a monthly basis.
- 2.6 On each invoice the *Consultant* shall list the names, hours worked and pay rates of all employees of the *Consultant* or sub-consultants that have worked on the Services for the phase of the work plan. Each invoice should also record the total amount of all claims to date, the value of this claim and the remaining budget to completion.

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- 2.7 Attached to each invoice shall be copies of invoices for all disbursements claimed; confirmation of payments made to sub-consultants and a brief report detailing work completed to date, work completed during the period covered by the invoice and work outstanding to complete the Services.
- 2.8 If the *City* does not approve of or wishes to further review, audit or otherwise seek clarification concerning the *Consultant's* invoices, the *City* is not liable for interest charges in respect of the invoice for the period from the date the invoice is submitted until the date that the invoice is paid.
- 2.9 If the *City* approves the amount of an invoice, the *City* will cause the invoice to be paid on or before the 15th day of the month following receipt and approval of the invoice.
- 2.10 The *Consultant* must 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 and percentage amounts of work completed.
- 2.11 The *City* is entitled to verify the accuracy and validity of all billing and payments made by auditing and taking extracts from the books and records of the *Consultant*. Notwithstanding the foregoing, the *City's* right to inspect, copy and audit shall not extend to the composition of the *Consultant's* rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

**3.0 CHANGES TO SCOPE OF SERVICES**

- 3.1 The *City* may at any time vary the scope of work to be provided by the *Consultant*.
- 3.2 If the *Consultant* considers that any request or instruction from the *City* constitutes a change in the scope of the Services, the *Consultant* must advise the *City* within ten (10) days in writing.
- 3.3 Without written advice within the time period specified, the *City* is not obligated to make any payments for additional fees to the *Consultant*.

**4.0 INDEMNIFICATION**

- 4.1 The *Consultant* and any sub-consultants shall at all times indemnify and save harmless the *City* and/or any of its officers or employees from and against all claims and demands, loss, costs, damages, suits, fees or other proceedings brought or prosecuted, based upon, occasioned by or attributable to the negligent acts, errors or omissions of the performance of the Services by the *Consultant*, its officers, employees, contractors or subcontractor.
- 4.2 The release and indemnity contained in section 4.1 shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the *City*, its officers, employees, officials, agents, contractors, or representatives.

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4.3 The *Consultant* is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the *Consultant*, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the *Consultant* is in law responsible.

4.4 The release and indemnity contained in section 4.1 shall survive the termination of this Agreement.

**5.0 INSURANCE, LICENSES, AND PERMITS**

5.1 The *Consultant* must submit to the *City*, upon acceptance of its proposal the following:

- a. Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the City as an additional insured and a Cross Liability clause;
- b. A provision requiring the Insurer to give the City a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
- c. Professional Liability Errors and Omissions Insurance in the amount of not less than \$500,000 per occurrence and a minimum \$2,000,000 aggregate for all claims;
- d. A copy of your current Certificate of Clearance from WorkSafe BC;
- e. A signed City of Campbell River Safety Covenant.

5.2 The *Consultant* shall provide and pay for all necessary insurances, licenses, permits, and authorities having jurisdiction required for the performance of the *Work* and is responsible for any deductible amounts under the policies.

5.3 All insurances, licenses, and permits must remain valid for the term of the *Work*.

**6.0 CITY APPROVALS**

6.1 No reviews, approvals or inspections carried out or information supplied by the *City* or its employees derogate from the duties and obligations of the *Consultant*, with respect to the Services, and all responsibility for the Services is the *Consultant's*.

**7.0 TERMINATION**

7.1 At any time, in its sole judgment, the *City* may terminate the services of the *Consultant* in whole or part by giving 30 days written notice to the *Consultant*.

7.2 If termination is not for cause, the *Consultant* shall be paid at the rate prescribed for all services properly performed to the date of the delivery of the notice according to the terms of this Agreement, plus necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

7.3 At any time, in its sole judgment, the *City* may instruct the *Consultant* to terminate the services of any sub-consultant appointed a role under the Services Agreement, in whole or part by giving 30 days written notice to the *Consultant*. In this case, the *Consultant* will implement a suitable replacement, to the approval of the *City*, in the same 30 days.

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**8.0 CONFIDENTIALITY**

- 8.1 The *Consultant* acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which is confidential to the *City*, and the information is the exclusive property of the *City*.
- 8.2 The restrictions on use and disclosure of confidential information under this Agreement shall not apply to information which (a) was in the possession of the *Consultant* before the *Consultant* was retained by the *City* to provide the services (so long as such information has not previously been designated as confidential, whether pursuant to an agreement between the *City* and the *Consultant* or otherwise); or (b) becomes publicly known other than through the *Consultant*; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

**9.0 OWNERSHIP OF DOCUMENTS**

- 9.1 All drawings, plans, models, designs, specifications, reports and other documents ("Work Product") produced by the *Consultant* and any agent, member, employee, contractor or subcontractor of the *Consultant* in connection with the provision of the Services and provided to the *City* shall become the sole property of the *City*. The *City* shall have the right to utilize the Work Product for its benefit in connection with any future repair, modification or extension of the project for which the Services were provided. The *City* shall not use the Work Product for any other purpose without the advance written consent of the *Consultant*, not to be unreasonably withheld.
- 9.2 If required by the *City*, the *Consultant* will assign any copyright of the product of the *Consultant's* Services and will obtain similar assignments from the sub-contractors.

**10.0 TIME**

- 10.1 Time is of the essence in carrying out the Services. The *Consultant* must commence the Services in a reasonably timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

**11.0 RESOLUTION OF DISPUTES**

- 11.1 This Agreement shall be governed by the laws of the Province of British Columbia.
- 11.2 If requested in writing by either the *City* or the *Consultant*, the *City* and the *Consultant* shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to the arbitration of a single arbitrator, or to three arbitrators failing such an agreement, in which case each party shall appoint one arbitrator, and the first two named shall choose the third arbitrator. Any arbitration shall be conducted in accordance with the

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Commercial Arbitration Act (British Columbia). The award and determination shall be binding upon the parties hereto and their successors and assigns.

11.3 The cost of arbitration will be borne equally by the parties.

**12.0 NOTICES**

12.1 Communications among the *City* and the *Consultant*, including all written notices required by the agreement, may be delivered by hand, e-mail, fax, or by pre-paid registered mail to the addresses as set out below:

The *City*:                      City of Campbell River  
   301 St. Ann's Road  
   Campbell River, BC  
   V9W 4C7  
**Attention:** Jason Hartley, P.Eng., Capital Works Manager  
**Email:** [jason.hartley@campbellriver.ca](mailto:jason.hartley@campbellriver.ca)

The *Consultant*:            **TBD**  
  
**Attention:**  
**Email:**

**The City of Campbell River**

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
WITNESS

**TBD**

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
WITNESS

**CITY OF CAMPBELL RIVER**

**SAFETY COVENANT**

BETWEEN:

\_\_\_\_\_  
(Company Name (Print legibly))

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Postal Code)

\_\_\_\_\_  
(Phone no.)

\_\_\_\_\_  
(Email)

Hereinafter referred to as the "Contractor"

AND:

**CITY OF CAMPBELL RIVER**

hereinafter called the "Owner"

WHEREAS:

The Contractor covenants and agrees that when performing any work for the Owner in British Columbia, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the Occupational Health and Safety (OHS) Regulation, B.C. Reg. 296/97, as may be amended from time to time, that are applicable to the work being performed, and as well will comply with the provisions of the *Workers Compensation Act, R.S.B.C., 1996, c.492*, as amended (the 'Act').

The Contractor covenants and agrees that when performing any work for the Owner in which Federal occupational health and safety regulations may apply that the contractor or indirectly as a subcontractor will adhere to such regulations as administered by the Government of Canada.

Without limiting the generality of the foregoing, the Contractor agrees, with respect to any and all work performed by the Contractor in British Columbia:

- 1) Before commencing any work for the Owner, the Contractor will consult the OHS Regulation and will determine which provisions of the OHS Regulation is applicable to the work that the Contractor is to perform. The Contractor will strictly comply with all applicable OHS Regulations when performing the work.
- 2) Before commencing any work for the Owner, the Contractor will review and familiarize itself with any existing policies or procedures developed by the Owner in relation to the work. If in the opinion of the Contractor, by following a policy or procedure that the Owner has established in relation to the work, the Contractor, or an employee of the Contractor or of the Owner, or any other worker, is put at increased risk, the Contractor must request a written change of policy or procedure from the Owner, applicable only to the work the Contractor is to perform, before proceeding with the work.

## CITY OF CAMPBELL RIVER

### SAFETY COVENANT

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- 3) The Owner reserves the right to refuse to amend its policies or procedures in response to any such request where the Owner, after such consultation with WorkSafeBC as the Owner considers necessary, determines that the Owner's policy or procedure does not increase the risk to any worker at the location of the work to be performed, and determines that the Contractor's request is unreasonable, or is unnecessary for the protection of workers at the location of the work.
- 4) To have read every section of the OHS Regulation that pertains to the job(s) at hand, to ensure that it understands the pertinent OHS Regulation and its application to the supervisor(s) and to all of the workers at the location of the work, and to ensure that each worker under the Contractor's supervision follows the applicable OHS Regulation. To assist Contractors with this task, the City of Campbell River directs them to consult with WorkSafeBC directly, to access the WorkSafeBC Regulations and Policies available on the WorkSafeBC website.
- 5) To understand, comply with and, to the full extent of the Contractor's lawful authority, to enforce all of the following provisions of the WorkSafeBC OHS Regulations as they pertain to the job at hand and to the workers employed by the Contractor, and to provide to the owner, at any time upon request, evidence of compliance with the following:
  - a) Rights & Responsibilities – Occupational Health & Safety Program (Part 3, including;
    - i) Joint Health and Safety Committees
    - ii) Occupational First Aid
    - iii) Investigations
    - iv) Inspections
    - v) Written Instructions
    - vi) Records and Statistics
    - vii) Supervision
    - viii) Refusal of unsafe work
  - b) General Conditions (Regulation – Part 4)
  - c) Chemical and Biological Substances (Regulation – Part 5)
  - d) Substance Specific Requirements (Regulation – Part 6)
    - i) Asbestos handling protocols (Regulation – Part 6, s. 6.1 – 6.32)
  - e) Noise, Vibration, Radiation and Temperature (Regulation – Part 7)
  - f) Personal Protective Clothing and Equipment (Regulation - Part 8)
  - g) Confined Spaces (Regulation – Part 9)
  - h) De-energization and Lock-out (Regulation – Part 10)
  - i) Fall Protection (Regulation – Part 11)
  - j) Tools, Machinery and Equipment (Regulation – Part 12)
  - k) Ladders, Scaffolds and Temporary Work Platforms (Regulation – Part 13)
  - l) Cranes and Hoists (Regulation – Part 14)
  - m) Rigging (Regulation – Part 15)
  - n) Mobile Equipment (Regulation – Part 16)
  - o) Traffic Control (Regulation – Part 18)
  - p) Electrical Safety (Regulation – Part 19)
  - q) Construction, Excavation & Demolition (Regulation – Part 20)
    - i) Coordination of Multiple Employer Workplaces (Regulation – Part 20, s. 20.3)
  - r) Blasting operations (Regulation – Part 21)
  - s) Underground Workings (Regulation – Part 22)
  - t) Diving, Fishing and Other Marine Operations (Regulation – Part 24)
  - u) Forestry Operations (Regulation – Part 26)
  - v) Aircraft Operations (Regulation – Part 29)
  - w) Firefighting (Regulation – Part 31)
  - x) Evacuation and Rescue (Regulation – Part 32)

**Updated:** January 10, 2019

## CITY OF CAMPBELL RIVER

### SAFETY COVENANT

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#### PROVISIONS OF THE *WORKERS COMPENSATION ACT* – PART 3 SPECIFIC TO CONTRACTORS ON A WORKSITE:

- i. Division 3 – General duties of Employers, Workers and Others (Sections 115, 116, 117, 118, 119, 120, 121, 122, 123, 124);
  - ii. Division 4;
  - iii. Division 10.
- 6) The *Workers Compensation Act* stipulates that the Owner (the City of Campbell River) is required to enforce any observed infraction of the Act or Regulation. The Contractor accepts that the City of Campbell River will be conducting periodic checks of the Contractor during the Contractor's work for the City of Campbell River and will be asking the Contractor to comply with the Act/Regulation in the event that any contravention is observed. If a contravention is observed and not corrected, the Contractor may be asked to leave the worksite and may result in termination of the contract for the work.
- 7) For the purposes of streamlining large construction projects and multiple employer worksites, the Owner reserves the right to designate a "prime contractor" amongst contractors who are working on a job-site together. A designated person employed by the "prime contractor" – appointed by the Owner - will act as the coordinator of the other contractors on that job-site and will ensure that each of the contractors on the job site are following all of the Act and WorkSafeBC Regulations as well as site-specific policies and procedures. This includes having in place an approved WorkSafeBC Health and Safety Program and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractor's site health and safety activities.
- 8) In the event that a prime contractor has been designated, it is the responsibility of the Contractor to inquire who the "prime contractor" is for the worksite and to comply with the requirements for a multiple employer worksite where a prime contractor has been designated, as set out in the preceding section.

#### **NOTE:**

- a) Payment of WorkSafeBC Assessments by any Contractor does not obviate the responsibility of the contractor to any of the foregoing.
- b) The foregoing constitutes requirements of the Prevention Division of WorkSafeBC BC for any workplace in the Province of British Columbia and constitutes the Owner's expectations of contractors.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- 1) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 2) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

**Updated:** January 10, 2019



**CITY OF CAMPBELL RIVER**

**SAFETY COVENANT**

THIS Covenant made the \_\_\_\_\_ day of \_\_\_\_\_, 2019, in the  
City of Campbell River, in the Province of British Columbia.

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
(Printed Name & Title)

**CITY OF CAMPBELL RIVER  
REQUEST FOR PROPOSAL 19-21  
SEAGULL WALKWAY ENGINEERING SERVICES  
OFFER FORM**

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**APPENDIX 1**

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

February 9, 2016  
City of Campbell River – Capital Works Department  
Dave Dougherty, Project Coordinator

## **Seagull Walkway Project Definition:**

**Purpose:** To review the variety of sources and files within the City record/archives to provide a historical timeline and background related to the above mentioned city asset so as to advise on a best way forward in maintaining, repairing, improving the infrastructure and reduce risk/liability. This document will also be used to work towards a terms of reference for the coming project.

### **1. Background/History**

Dating back to 1978 the files of multiple owners and private and government titles have reshaped this area by extending the existing lands past the natural boundary in the form the walkway titled *Seagull Walkway*.

The walkway is approx. 240m long and constructed with concrete slab decking supported by a bulkhead, granular fill and a creosote timber structure consisting of timber piles at 3m spacing and timber planks as a retaining wall. The 4m +/- wide walkway is located along the foreshore, from the Government Wharf to the Robert Ostler Park. It is divided into sections and will be referred to as the north section and south section. A two piece pedestrian swing bridge (known as Shipyard Bridge) divides the two sections. A Site Plan has been prepared for clarity. Please refer to Exhibit 1.

- The North section was originally constructed in the early 1980s by Architect Anthony Henzell and reportedly constructed by Sawchuck Pile and Driving of Courtenay. It is believed to be sparked by expansion of the Café located at the north end known as the Bee Hive and now Quay West. Not much more is known other than filed design drawings.
- The South section was constructed in a phased design by Ocean Pacific and Hiedema Engineering in 1993. The site was partially filled in 1994, followed by the first phase. This **Phase 1** consisted of installing the piles with the galvanized thru bolt tiebacks to a set of staggered tieback piles (buried deadman). The Hiedema design is noted to mimic the north section. This phase was constructed by DCD Pile Driving in Oct 1994 for \$125,000 and included the timber planks, piles, tie backs, storm service extensions and removal of a few abandoned fuel lines from the Esso marine dock. It is assumed the original foreshore timber retaining wall was removed or partially removed based on a few site photos of the old Harbour View Esso during the piling. **Phase 2** was infilling to grade with granular materials and riprap, install the slab decking and bulkhead along with the inset pavers, handrails and path lighting. This phase was completed by TnT Contracting for approx. \$85,000.
- The Shipyard pedestrian swing bridge was originally intended to be a draw bridge, but later designed by Pete Heidema of Heidema Engineering in July 1996. It was constructed in 1996-1997 by Ketz Pacific for \$36,000. An agreement between OP and the District was signed Feb 28, 1997.

## 2. Development Background at glance:

- The overall surrounding area was later enhanced by the District in 1997 to incorporate planters lighting and landscaping features including a boat feature and access stairs case/ramp to the Government Wharf by Lanarc.
- The old Harbor View SS Esso site at 811 Island Hwy was built in 1976 and closed in the mid 90's. Remediating started in 1998 by Hazco. It was purchased by Pallan Group and was in the process of developing the site for a 4 story structure but has not proceeded at this time.
- The Ocean Pacific Building at 871 Island Hwy which utilized an existing marine ways (previously Shelter Point Ship yard (1975) and Bailey's Charter and Marine) now houses a variety of commercial /retail businesses. The Marine Way has not been use or maintained in many years.
- 900 Block (901, 909, 911) was developed by D. Bendickson for the Georgia Quay in 3 phases taking over the old Lavers general store site and over 10 years as envisioned by the District with the Downtown Revitalization of 1988 from 656 to 917 Island Hwy.
- Contributions/Donations for the South side construction of the walkway have been noted in the files from Ocean Pacific Maine Group and Pallan Family. A memorial Plaque by the Pallan family was documented in the file. There was also a proposal for a Maritime Artifact Lookout. This may have turned into the Boat Play structure by Lanarc which likely saw contributions from other community groups.

## 3. Records/Inspection on file (SWAY)

- **Drawings:** As mentioned above, we only have on file the submitted copies of various design iterations for both north and south sections. The north section drawings are stamped and filed from 1980 but not filed as record drawings. The south section drawings were submitted to the City for review by Chief Building Inspector Warrren Reay as a part of the development file at 871 Isl Hwy and consultation with Imperial Oil at 811 Isl Hwy. The Engineering Dept. did not file the drawings until 2006 respectively 06-009 – Ph1, 06-010 Ph2. It is filed under 5400/60/SWAY.
- **Inspections and Reports:** Effort has been made in the past 15 years dating back to 2001. A list of the Following reports are on file:
  - ❖ Limited construction inspections are noted in the property files with little resolution for the south section and Bridge. No report found for the North section.
  - ❖ Westmar Consultants Inc. (*December 2001, Timber Retaining Wall and Walkway*).
  - ❖ Quadratics Engineering (*February 26, 2004, Preliminary Design Report for Big Rock Boat Ramp and Seagull Walkway*),
    - Levelton Consultants Ltd. (*February 2004, Geotechnical desktop study Seagull Walkway*)
    - McElhanney Consultant Services Ltd. provided Legal Survey Drawings.
  - ❖ Herold Engineering Ltd. (*2006, Bridge and Seagull Walkway Inspection Report* ) pg 8-10, Appendix H – Photos.
  - ❖ Herold Engineering Ltd. (*2010, Bridge and Culvert Inspection Report* ) pg 7-9, No Photos.
  - ❖ Onsite Engineering Ltd. (*2013, Bridge and Culvert Inspection Report* ) pg 7-8, Appendix F.
  - ❖ Onsite engineering Ltd. (*2014, Letter- regarding Condition Assessment and Dest. Testing*)

#### 4. Summary of Recommendations

The walkway as a whole has a few historical and concerning items that show progression since discovery in 2001. Please review the following *highlights* from the recommendations provided from the above mentioned reports:

**4.1 2001 Westmar report** , at time of report the north section is estimated 21 years old and south section is estimated 7 years old:

- a. Report consists of damage and deterioration caused by mechanical damage to the bulkhead planking, and other areas have gaps exposing fill material.
- b. Fungal decay to pile tops and undermining behind the planks particularly along the northern section. Some have 50% cross sectional loss (6).
- c. There are also signs of the inset pavers settling along with a few cracks to the deck slab.
- d. Handrail post is cracked through and the railings are missing bolts.
- e. Bridge lower hinge appears undermined.
- f. Storm drain outfalls have gaps and are not sealed.
- g. Estimated Cost of repairs \$14,500 plus 25% contingency, =\$18,000

**4.2 2004 Quadratic/Levelton report**, at time of report the north section is ~24 years old and south section is ~10 years old:

- a. Report indicates health of timber bulkhead is in sound condition and most defects are in the intertidal area. Structural evaluation indicates the timber planks and piles are severely overstressed if using the building code.
- b. Walkway settlement is up to 25mm in some areas.
- c. Cracking in the slab and cope beam are due to settlement and causing some spalling.
- d. Pilings are in general sound condition with the exception of age and decay. Some piles have become or were installed out of plumb.
- e. The steel wire rope tie backs appear in sound condition where visually encountered, however in several locations the wire is hanging down and heavily corroded.
- f. The southern portion of piles and galvanized tie back bolt, not wire. Piles where bolts have been drilled through have local decay at intertidal area. Integrity is in doubt.
- g. Planks are bowing and erosion of rock fill is actively eroding. Voids behind planks throughout and some planks broken or missing.
- h. Handrail is damaged in a variety of locations and most notably at pile#9 where it is cracked through. Many handrail bolts/fasteners are loose and embeds are cracking.
- i. Cathodic anodes on the bridge are worn and soft.

- j. Storm pile is corroded and unsupported due to gaps and voids. Effluent discharges behind wall due to corrosion.
- k. Lamp posts (#7-#14) appear loose on the mounts.
- l. Estimated Costs of repairs \$292,000 plus 30% contingency, =\$379,528

**4.3 2006 Herold report**, at time of report the north section is ~26 years old and the south section is ~12 years old:

- a. Lower lagging panels (timber planks) are missing. Replace to maintain integrity of seawalk.
- b. Steel railing is rusting. Recommend repaint or replace with galvanized fasteners. Aluminum handrail sections appear loose and have broken brackets. Repair to prevent further deterioration.
- c. Lamp posts are loose and leaning slightly.
- d. Deck surface is uneven and settling in many areas in the worst location approximately 100mm.
- e. No cost estimate provided.

**4.4 2010 Herold report**, at time of report the north section is ~30 years old and the south section is ~16 years old:

- a. Shipyard Bridge is no longer in use by Ocean Pacific. Set in a secured position of pedestrian use.
- b. Missing lagging panels (timber planks) presumed missing by design as no evidence of fasteners. However many of the planks are in a state of advance decay and failing.
- c. Pilings have been
- d. Railing is loose in a few locations and one post is severely cracked.
- e. Section of panel where circular art was installed is not adequate for BC Building code loads.
- f. Shipyard Bridge has a number of loose boards and the deck is leaning to the west.
- g. Bridge middle joint is open by approx. 25mm and not engaged at the bottom chord.
- h. Bridge should have bicycle dismount signage.
- i. Consider replacing the bridge with a clear span structure as swing function no longer required. (Abutments?)
- j. Estimated service life remaining is 15 years following recommendations.
- k. No cost estimate provided.

**4.5 2013 (Sept) Onsite report**, at time of report the north section is ~33 years old and the south section is ~19 years old:

- a. Indicated same outstanding concerns from previous report.
- b. Mid-span bridge joint is a tripping hazard.

- c. Entire walkway is swayed in the middle due to settlement and erosion issues.
- d. Lamp posts are leaning and settlement exceeds 50mm in some areas.
- e. Piles are in sound condition with the exception of a few that were waterlogged and a few are broken at mid height and bulging. Some are leaning or out of plumb. The corner piles have tiebacks below the high tide line.
- f. Fill was actively failing during sounding tests.
- g. Planks show significant decay in the lower northern section. South section does not have the same configuration and does not appear to be missing consecutive planks.
- h. Northern section is to show more settlement and erosion and the surface panels is evident of where planks are missing.
- i. The boat plan area has loose boards and the beams and post are not constructed to design standards.
- j. Settlement and unknown condition of fill and locations of voids under deck is of concern compounded by some failing piles and lack of erosion control protection.
- k. An uncommon use of the walkway such as a service vehicle or lift could cause a catastrophic failure.
- l. Expected service life is less than 5 years (2017-2018).
- m. No cost estimate provided.

**4.6 2014 (March) Onsite report** , at time of report the north section is ~34 years old and the south section is ~20 years old:

- a. Summary of Destructive testing results for northern end of north section only. (report attached as **Appendix B**), by removing existing section of failing/settled panels (3 locations)
- b. Summary refers to a separate condition assessment (February 20, 2014) not found but triggered the destructive testing investigation.
- c. Indicated same outstanding concerns from previous report.
- d. Test holes indicated significant voids below surface deck panels. Panels currently bridge voids below.
- e. Recommends adjacent buildings need to be monitored for settlement.
- f. Recommends Full replacement of structure.
- g. Recommends no loading of structure in the interim be applied (ie service equipment or vehicle driving over walkway)
- h. Continued quarterly monitoring for cracking and settlement.
- i.

**4.7 Maintenance Records completed to date:**

- a. South walkway pavers settlement issues form initiation. Repaired under warranty by TnT (1995).

- b. Railing and surfaces power washed. Railing panels removed, sandblasted and repainted blue (1997). In conjunction with planters and banners to be installed upon completion of bridge.
- c. There is no reports of repair work being completed by the City in the property or record file, however is has been noted by Transportation Dept. that multiple attempts to re-level the slab sections on the north side where settlement created unsafe displacement. These sections were removed and in filled with granular material and concrete back to be flush with adjacent surfaces. These repairs were in approx. 3-4 locations and repaired as encountered over the last 5 years.
- d. A few leaning lamp standards were corrected using shims and bolts.
- e. The inset brick pavers have been replaced with exposed aggregate panels at an unknown time. Likely due to settlement issues.
- f. Destructive testing to 3 panels as highlighted above and attached in Appendix B.

## **5. Way Forward**

*For discussion:*

*Condition Assessment for 2016, by Marine Structure Specialist RPF.*

- *Terms of Reference for Options analysis,*
- *Construction methodology,*
- *Cost Estimate,*
- *Permitting and EMP*

*Defer scope of work for 2016 Culvert and Bridge Inspection (to be completed by RFP proponent)*

## **Appendix A:**



File Photos of South Section Piling adjacent to Lot 811 Harbour View Esso:









**Appendix B:**

**OEL March Destructive Testing Report**

March 21, 2014

Jim Corcoran  
City of Campbell River  
301 St. Ann's Road  
1<sup>st</sup> Floor Reception Desk  
Campbell River, BC  
V9W 4C7

Re: Seagull Walkway Condition Assessment Following Destructive Testing and Life Span Recommendations

Dear Mr. Corcoran,

The purpose of this letter is to summarize Onsite Engineering Ltd.'s condition inspections of the Seagull Walkway following the destructive testing. Onsite Engineering Ltd. (OEL) was retained by the City of Campbell River (the City) to inspect the Seagull Walkway as part of the 2013 Bridge and Culvert Inspection Program (Notice of Award for RFP No. 740 Bridge and Culvert Inspection) and was retained for further observations of the destructive testing investigations following the City's review of OEL's recommendations regarding the Seagull Walkway.

For a summary of the original inspections and the results, the reader is referred to OEL's report entitled "2013 Bridge and Culvert Inspection Program", dated September 6<sup>th</sup>, 2013, and OEL's condition assessment letter entitled "Seagull Walkway Condition Assessment and Life Span Recommendations", dated February 20, 2014.

On March 11, 2014, Jeremy Araki, P.Eng., representing OEL, attended the site to assess the first destructive testing area on the Seagull Walkway and prescribe a temporary repair option. On March 12, 2014, Melissa Fietz, EIT, representing OEL, attended the site to assess the second and third destructive testing sites along the Seagull Walkway.

This letter is a summary of the destructive testing investigations and anticipated life span recommendations.

#### Description of the Seagull Walkway

The reader is referred to OEL's report; entitled "2013 Bridge and Culvert Inspection Program" dated September 6<sup>th</sup>, 2013 for a detailed description of the Seagull Walkway.

#### Summary of Destructive Testing Assessment Locations

Three sites were chosen for destructive testing by the City. The first site was located adjacent to Quay West restaurant patio toward the most northern section of the walkway. The second site was located approximately 21m to the south of the first site. The third site was located between the northern and middle Georgia Quay office buildings adjacent to the walkway, which contained a concrete park bench chained to a lamp post. This location was approximately 16m to the south of the second testing site. The reader is referred to Figure 1 below for a general location map of the three testing sites. These sites were chosen based on the significant evidence that a fill failure was likely occurring at these sites (settlement, cracking, etc).



Figure 1: Location of three sites chosen for destruction. Note that all three sites are repaired with concrete and the surface of the concrete repairs is brushed.

### Summary of Destructive Testing Assessment Results

The walkway fill consisted of 0.75-1m deep crush material overlying beach gravel. The depth of the beach gravel is unknown. The northern most testing site contained riprap adjacent to the walkway face; however, riprap adjacent to the face was not observed at the two southern testing sites.

All three destructive testing sites displayed extensive voids in the fill. Large sections of the concrete deck panels were observed as bridging gaps in the fill. Extensive erosion of the fill adjacent to the walkway face (up to 60cm deep) was observed at each testing location. Settlement was noted to both the north and south of each testing location and was not just localized to the front of the slab near the wall face.

For a detailed description of the destructive testing observations, the reader is referred to OEL's construction reports dated March 11 and March 12, 2014. These construction reports are attached as Appendix B.

The observed settlement beneath the concrete deck is likely due to one of two options: a) finer material under the slab is simply falling through the open riprap fill beneath or b) the raveling and erosion of the coarse rock at the face has causing settlement of the fill as a whole.

The fill settlement extended toward the Georgia Quay building foundations. The extent of the erosion at the foundation locations is unknown. However, the building footings elevations were indicated to OEL as extending to a depth of 0.86m (2' 10") from the top of the concrete deck panel. This is extremely concerning considering the condition of the walkway wall and the erosion/settlement of the backfill. It is suggested that the City undergo an investigation of all documentation pertaining to the building foundations and the walkway to determine the

composition of the backfill beneath what was revealed during the destructive testing investigation. Further, an inspection of the buildings themselves should be undertaken to determine if post construction settlement has occurred due to foundation settlement. The full composition and condition of the backfill must be determined along with the actual geometry of the wall face, backfill, and building footings must be determined. This will help identify a safe line extending up from the bottom of the wall through the backfill and if the current footings are above or below this line. This will help determine the urgency of repairs to the backfill and wall. Further, the knowledge of these conditions would help establish the current risk to the buildings and be the basis for the foundation or pile design for the new seawall.

As indicated in OEL's previous condition letter, and following the results of the destructive testing, it is recommended that full replacement of the Seagull Walkway be pursued by the City as soon as possible and not further out than two years. It is imperative that the City ensure that the loading of the walkway continue in a similar manner to prevent the possibility of sudden failure of the suspended concrete deck slab. It is suggested that the walkway is monitored at least quarterly during the next two years to note any further cracking, settlement, etc.

Due to the urgency of this replacement, it is suggested that the above suggested testing be completed as part of the design to replace the existing wall. No further investigation at this time is likely to change the requirement for the replacement of this structure

#### Closure

We trust you find this information helpful. Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,  
Onsite Engineering Ltd.

Jeremy Araki, P.Eng.

Attach: Appendix A – Photo Plates  
Appendix B – Construction Reports

## Appendix A: Photo Plates



Photo #1:

Testing Location #1



Photo #2:

Testing Location #1

Erosion at the walkway face





Photo #3:  
Testing Location #1  
Fill erosion at the testing site



Photo #4:  
Testing Location #1  
Dowel rebar distance into existing cap



Photo #5:  
Testing Location #1  
Installed drain



Photo #6:

Testing Location #1

Temporary repair in progress



Photo #7:

Testing Location #2



Photo #8:

Testing Location #2

Void at face looking north



Photo #9:  
Testing Location #2  
Void at face



Photo #10:  
Testing Location #2  
Looking south of testing location –  
completely suspended concrete cap  
panel



Photo #11:  
Testing Location #3



Photo #12:  
Testing Location #3  
Void at face



Photo #13:  
Testing Location #3  
Northern extent of void visible in photo



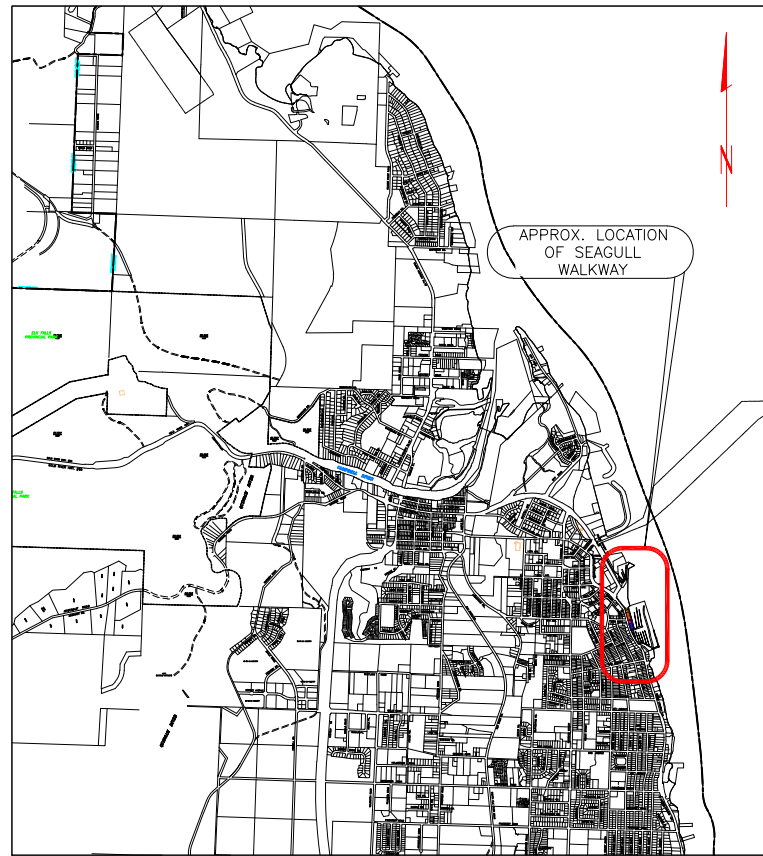
Photo #14:

Testing Location #3

Southern extent of void visible in photo

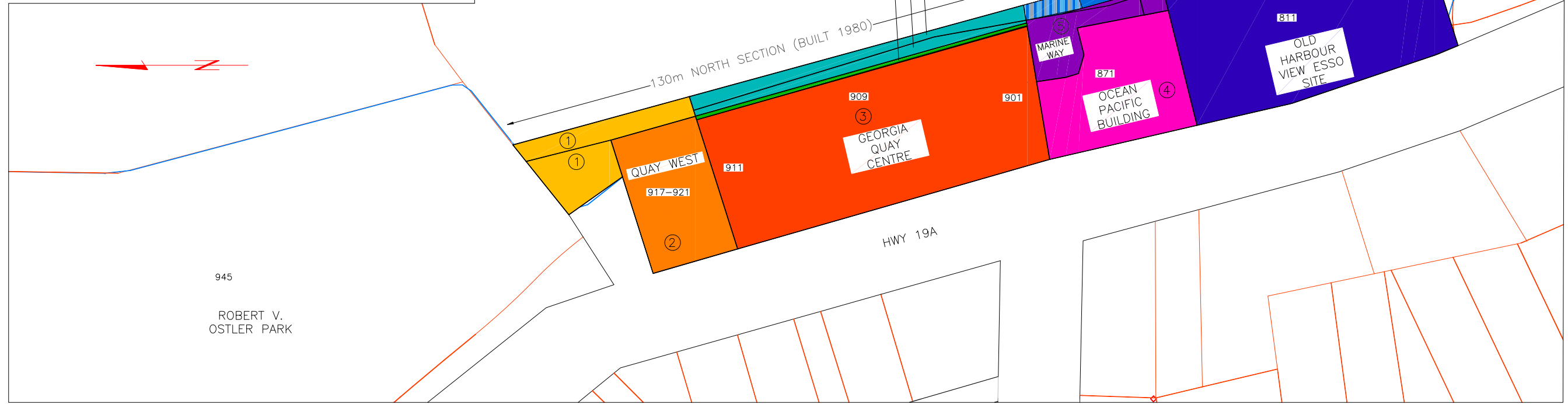
## Appendix B: Construction Reports

G:\Capital Works\1-Projects\1-Current\16-02 SeagullWalkwayRepairs\01-Design\B-Drawings\Exhibit 1.dwg Tab Exhibit 2-1-gi Mar 06, 2016 10:56:37am



KEY MAP

- ① Parking lot – Island Highway (Lot 2 Plan VIP 51925)  
Owner : CCR
- ② 917-921 Island Highway (Lot 1 Plan VIP 51925)  
Owner : DJB Investments
- ③ 901/909/911 Island Highway (Lot A Plan VIP 56560, DL 394)  
Owner : Donald Bendickson  
R/W #409850G for City construction and maintenance of sewers, pipes, drains and conduits registered on title.
- ④ 871 Island Highway (Strata Plan VIS3830)  
Owner : O.P. Land Corp.
- ⑤ 871 Island Highway (Block D DL 281, 1522, 1479)  
Owner : O.P. Land Corp. Licence #103843 with Province, for portion of foreshore adjacent to their property. City has an Agreement with O.P. Land Corp. for Bridge 1997 (Lease HMQ #146173 Modified by Lease #103843)
- ⑥ 811 Island Highway (DL 1522, lot 2 Plan 7911, Lot 1 Plan 9015)  
Owner : Quay West Properties Inc.
- ⑦ 871 Island Highway (Block B DL 281, 1522, 1479)  
Owner : Fed. Reserve/CR Harbour Authority (Licensor)/CCR (Licensee)- License of Occupation Expires 2020 and CCR has agreement with O.P. Land Corp. for Bridge 1997
- ⑧ Sea Walk (909) Island Highway (Block C DL 1641)  
Owner : CCR via Crown grant for purpose of Waterfront Walkway 1989
- ⑨ Sea Walk (909) Island Highway (Block C DL 1641)  
Owner : CCR via Crown grant for purpose of Waterfront Walkway 1989
- ⑩ 901/909/911 Island Highway (DD H9614 DL 394)  
Owner : CCR – Easterly 3 ft of DL 394 –(Land Deed 1979)



<p style="margin: 0;"><b>City of Campbell River</b> Capital Works Department</p>	DESIGNED: NAME	SCALE: NTS	TITLE: <b>SEAGULL WALKWAY EXHIBIT 2 LEGAL TITLE SEARCH</b>	DRAWING NO. <b>16-02</b>
	DRAWN: DD	DATE: 03\03\16		DISK REFERENCE F:\????\????
	CHECKED: LW	DATE: 03\03\16		SHEET 1 OF 1
	APPROVED: NAME	DATE: DD\MM\YR		REV.

## CITY OF CAMPBELL RIVER COUNCIL CAPITAL PROJECT MANAGEMENT POLICY

Adopted: March 13, 2006

Council Resolution No. ic06-0065

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### 8. CAPITAL PROJECT MANAGEMENT

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## CITY OF CAMPBELL RIVER COUNCIL CAPITAL PROJECT MANAGEMENT POLICY

Adopted: March 13, 2006

Council Resolution No. ic06-0065

### 8.1 CAPITAL PROJECT MANAGEMENT

#### 8.1.1 PURPOSE

- To achieve the best value, to protect the integrity of the City's infrastructure, and to provide a logical and transparent process for the delivery of all capital projects.

#### 8.1.2 GENERAL STATEMENT

The City, through the provision of services as a local government, must undertake capital projects of various scope and size. The responsibility for capital project administration (from design through to construction) is generally positioned within the Engineering Services Department.

The considerations outline herein are to be used as guidelines and used in tandem with the Engineering Services Manager's professional discretion and judgment.

#### 8.1.3 CORPORATE PRINCIPLES

##### 8.1.3.1 PROFESSIONAL ETHICS

Employees shall not use their authority or office for personal gain and shall seek to uphold and enhance the City's image by:

- maintaining unimpeachable standards of integrity in all their business relationships;
- fostering the highest standard of professional competence amongst City employees;
- maximizing the use of resources for which they are responsible so as to receive the maximum benefit for the City.

##### 8.1.3.2 DECLARATION OF INTEREST

Any personal interest which may encroach or may reasonably be deemed by others to affect the impartiality of an employee in any matter relevant to their duties, should be declared by the employee to their supervisor.

##### 8.1.3.3 CONFIDENTIALITY & ACCURACY OF INFORMATION

Information received in the course of duty must be respected and shall not be used for personal gain. Information given in the course of duty should be true, fair and not designed to mislead.

##### 8.1.3.4 COMPETITION

When considering the advantages to the City of maintaining a continuing relationship with a contractor, any arrangement which might in the long term prevent the effective operation of fair competition, should be avoided.

##### 8.1.3.5 GIFTS

To preserve the image and integrity of employees and the City, business gifts should be actively discouraged. Gifts, other than those of very small intrinsic value, shall not be accepted.

## CITY OF CAMPBELL RIVER COUNCIL CAPITAL PROJECT MANAGEMENT POLICY

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### 8.1.4 BUDGET

Department Managers are responsible for ensuring budget funds are available in duly authorized accounts before making commitments for any capital projects.

### 8.1.5 CAPITAL PROJECT MANAGEMENT GUIDELINES

#### 8.1.5.1 CAPITAL PROJECTS TO BE COMPLETED BY CITY FORCES

The City is the owner and operator of the public utilities which includes the potable water treatment and delivery system, the sanitary sewage collection and treatment system and the rainwater collection and treatment system. The City recognizes its legal and moral obligations to ensure the integrity and effectiveness of these systems and as such will retain all responsibilities for the operations, maintenance and capital renewal of all existing underground City utilities. Should circumstances be such that in-house resources are not available to undertake such operations, maintenance and capital renewal works, this work may be contracted out if so approved by the appropriate authority as detailed in section 8.1.6.

#### 8.1.5.2 CAPITAL PROJECTS TO BE COMPLETED BY EXTERNAL FORCES

Apart from incidental works and repairs, the City will contract out all capital works not specifically described in section 8.1.5.1 above. This would generally include roads, sidewalk, curbing, electrical, traffic signals, landscaping, pumping and treatment facilities and also includes the installation of any new or extended underground utilities. Should circumstances be such that contracted services are not readily available or should there be evidence that suggests that alternate means of completing these capital works would be in the City's best interest, then alternate construction means may be pursued subject to the approval of the appropriate authority as detailed in section 8.1.6.

### 8.1.6 CAPITAL PROJECT MANAGEMENT PROCEDURE

#### 8.1.6.1 CAPITAL PROJECTS UNDER \$250,000

For capital projects with a total value of less than \$250,000, the Department Manager or designate will evaluate the capital project in terms of the estimated cost, budget availability, anticipated construction schedule, and construction management alternatives and will obtain the approval of the Director as to how the capital project shall be managed.

#### 8.1.6.2 CAPITAL PROJECTS BETWEEN \$250,000 AND \$1 MILLION

For capital projects with a total value between \$250,001 and \$ 1 million, the Department Manager or designate will evaluate the capital project in terms of the estimated cost, budget availability, anticipated construction schedule, and construction management alternatives and will obtain the approval of the Director and the City Manager as to how the capital project shall be managed.

#### 8.1.6.3 CAPITAL PROJECTS EXCEEDING \$1 MILLION

For all projects with a total value exceeding \$1 million, the Department Manager or designate will evaluate the capital project in terms of the estimated cost, budget availability, anticipated construction schedule, and construction management alternatives and will obtain the approval of the Director, City Manager and Council as to how the capital project shall be managed.

## CITY OF CAMPBELL RIVER COUNCIL CAPITAL PROJECT MANAGEMENT POLICY

Adopted: March 13, 2006

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Such approval by Council to proceed with construction should not be given for any capital project exceeding \$1,000,000 unless all of the following steps have first been completed:

- i) Capital project concept is proposed (by staff, Council or general public) and presented to Council for formal consideration.
- ii) Council endorses the capital project concept and directs staff to proceed with a feasibility study. The feasibility study must define the anticipated scope of the project concept, review the technical merits of the project concept, provide order of magnitude cost estimates (Class 'D'), review the financial impacts of the project concept and review the City's financial capacity, establish probable project start and completion dates, and identify all available options for managing the conceptual project through to completion.
- iii) Council reviews and accepts the findings of the feasibility study and then directs staff to proceed with a preliminary design. The preliminary design must include a recommendation on the final scope of the project, provide a Class 'C' cost estimate, establish a preliminary financing strategy for the project, provide a preliminary construction schedule and a recommended project management strategy.
- iv) Council reviews and accepts the findings of the preliminary design and directs staff to proceed with detailed design. The detailed design would provide a clearly defined detailed final scope of work, a Class 'A' or pre-tender cost estimate, a detailed project schedule, a detailed financing strategy and a detailed project management strategy.
- v) Council reviews and accepts the findings of the detailed design and directs staff to proceed to tender (if constructed by outside forces) or to construction (if constructed with in-house forces). If required, tenders would be prepared and issued in accordance with the City's purchasing policies.
- vi) If the project is tendered, Council reviews and awards the tender, subject to the project budget, schedule and management strategy being consistent with the final detailed design report.
- vii) Upon project completion, a final post-construction review report on the project will be presented to Council. The final post-construction report must provide a description of the final scope of work, a summary of actual construction costs, a summary of the actual construction schedule, a comparison with the detailed design report and a list of recommendations for further improving future capital projects.

### 8.1.7 DEFINITIONS

#### 8.1.7.1 CLASS A ESTIMATE (FINAL DESIGN OR PRE-TENDER)

This is the highest level of estimate, based on quantities and unit prices from a detailed design or direct quotation by supplier. The detailed design should be in the order of 95% to 100% complete. This category is to be used to confirm that the project is within available budget prior to proceeding or prior to issuing tender documents and is also used to evaluate tender submissions. Class A estimates will be reviewed and approved by a qualified professional engineer with appropriate project-related experience and expertise.

Class A estimates to include the following:

- 10% general contingency allowance

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- 10% allowance for engineering, legal, construction, financial and administration costs
- 5% contingency allowance for inflation
- review and approval by a qualified professional engineer

### 8.1.7.2 CLASS B ESTIMATE (50% DESIGN)

This estimate is based on the early stages of detailed design work and is used as a check to ensure that the project is not substantially outside of the budgetary estimates established during the preliminary design stage. The detailed design should be between 40 and 60% complete, with all necessary site investigations and studies completed. Quantities should be accurate within 80% of the final design.

Class B estimates to include the following:

- 20% general contingency allowance
- 20% allowance for engineering, legal, construction, financial and administration costs
- 15% contingency allowance for inflation

### 8.1.7.3 CLASS C ESTIMATE (PRELIMINARY DESIGN)

This estimate is based on the preliminary design that provides a recommended scope of work for the specific project. It includes estimates for consultant design fees where a proposal has not been received. This category is prepared with limited site information and is based on probable conditions affecting the project and past experiences with similar projects.

Class C estimates to include the following:

- 25% general contingency allowance
- 25% allowance for engineering, legal, construction, financial and administration costs
- 20% contingency allowance for inflation

### 8.1.7.4 CLASS D ESTIMATE (FEASIBILITY STUDY)

This estimate is based on little or no site specific detailed engineering but provides magnitude of order or 'ball park' estimates and is derived from lump sum or unit costs from comparable projects of similar magnitude. This category is used in developing long term capital plans and for comparing conceptual options.

Class D estimates to include the following:

- 30% general contingency allowance
- 30% allowance for engineering, legal, construction, financial and administration costs
- 25% contingency allowance for inflation